

Waterloo Maple Inc. License Agreement

IMPORTANT NOTICE: READ CAREFULLY BEFORE OPENING THE SEALED PACKAGE

THE ENCLOSED SOFTWARE IS PROVIDED TO YOU UNDER THE FOLLOWING LICENSE AGREEMENT. THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AS END USER AND LICENSEE, AND WATERLOO MAPLE INC. ("WMI"), AND DEFINES WHAT YOU MAY DO WITH THE SOFTWARE, AND WHAT LIMITATIONS EXIST ON WARRANTIES AND REMEDIES RELATED TO THE SOFTWARE. BY OPENING THE SEALED PACKAGE, YOU BECOME A PARTY TO, AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF, THIS LICENSE AGREEMENT. IF, AFTER READING THIS LICENSE AGREEMENT, YOU DO NOT ACCEPT OR AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT, DO NOT OPEN THE SEALED PACKAGE. YOU MAY, WITHIN 15 DAYS OF PURCHASE, RETURN THE ENTIRE UNOPENED PACKAGE AND ALL OTHER ITEMS CONTAINED IN THIS BOX (INCLUDING THE PACKAGING), TOGETHER WITH YOUR RECEIPT, TO THE PLACE WHERE YOU OBTAINED THEM FOR A FULL REFUND OF THE AMOUNT PAID FOR THE PACKAGE. NOTWITHSTANDING THE ABOVE, IF YOU OBTAINED THE PACKAGE FROM A PARTY OTHER THAN WMI AND YOU RETURN THE PACKAGE WITHIN THE ABOVE STATED TIME PERIOD TO WMI DIRECTLY, YOU WILL RECEIVE A REFUND IN THE AMOUNT OF THE WHOLESALE PRICE OF THE PRODUCT.

LICENSE AGREEMENT

OWNERSHIP OF SOFTWARE.

- WMI owns and retains all right, title and interest, including all copyrights and other intellectual property rights, (whether or not patentable or registerable under copyright, trademark, or similar legislation or subject to analogous protection) in and to the MAPLE software, including, without limitation, all software and associated media, enhancements, improvements, corrections, and/or modifications to the Maple software (collectively, the "**Software**") as well as related printed materials, including the learning guide and/or programming guide (the "**Printed Materials**") contained in this package.
- WMI does not sell any rights in the Software, but rather grants the right to use the Software by means of a software license.
- WMI reserves all rights with respect to the Software and Printed Materials not expressly granted by this License Agreement.
- You own only the physical media on which the Software is recorded or fixed in this package.
- The Software and Printed Materials are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

GRANT OF LICENSE. In consideration of payment of the license fee, which is part of the price you paid for this package, and your agreement to abide by the terms and conditions of this License Agreement, WMI, as licensor, grants to you a non-exclusive, revocable, personal, non-transferable license and right to use this copy of the Software (the "**License**").

YOU MAY:

- If you have purchased a License for a single user of the Software, install and use this copy of the Software on a single computer at a single location, or physically transfer the Software from

one computer to another (including permanently and completely deleting the Software from the first computer), provided the Software is used only by a single user on a single computer at one time.

- If you have purchased a License for non-concurrent multi-users, the Software may be installed on a designated number of computers, up to the number of Licenses purchased. If you have purchased a License for concurrent multi-users, the Software may be installed on a single network server and you will have as many users operating the Software at the same time as the number of Licenses you have purchased.
- Copy one copy of the Software solely for backup purposes (if the Software is not copy-protected) provided you reproduce and include the copyright notice on the backup copy and use the backup copy solely for archival purposes and install a second copy of the Software on the single computer on which you installed the purchased copy of the Software for the sole purpose of using the Software in a second operating system on such single computer as long as the Software is not run simultaneously in two operating systems.

YOU MAY NOT:

- Use, reproduce, transmit, modify, adapt or translate the Software or Printed Materials, in whole or in part, to others, except as otherwise permitted by this License Agreement.
- Reverse engineer, decompile, disassemble, or create derivative works based on the Software.
- Use the Software as part of an Internet/Intranet/Extranet website or via other electronic communication distribution methods that facilitate access by a third party to the Software or by other means by third parties except for where access to the Software is for experimental, testing or demonstration purposes where the third party is a licensed user of the Software.
- Rent, lease, license, transfer, assign, sell or otherwise provide access to the Software or Printed Materials, in whole or in part, on a temporary or permanent basis, except as otherwise permitted by this License Agreement.
- Alter, remove or cover proprietary notices in or on the Software, Printed Materials or storage media.
- Use the Software in any unlawful manner whatsoever.

SUPPORT SERVICE. WMI shall provide you, as part of the License, basic level support service as follows: 30 day Installation Support from date of installation, access to web resources (FAQs, Web form, technical support email) and access to patches and service packs. Any additional support services entitlements will be provided only upon payment of additional support fees to WMI upon request.

TERM. This License Agreement becomes effective upon your opening the sealed package, and is effective unless terminated earlier by WMI for any reason upon 30 days prior written notice. WMI may terminate this License Agreement without notice to you if you fail to comply with any provision of this License Agreement. Upon termination, you agree to immediately cease using the Software and Printed Materials and to return all copies of the Software and Printed Materials in your possession to WMI within five days of termination. The Ownership of Software and Limited Warranty and Liability and Indemnity sections of this License Agreement shall continue in full force and effect after any termination of this License Agreement.

WARRANTY. WMI warrants to you as original end user, that the physical media on which the Software is recorded is free from defects in materials and workmanship under normal use and service for a period of ninety (90) days (the "**Return Period**") from the date of delivery to you as evidenced by a copy of the invoice. If such a defect exists and you are within the Return Period, you may return the entire package, including packaging, postage prepaid with a copy of the invoice to WMI at the address below, and WMI, at its option, shall either (a) return the purchase price or (b) replace the media. If failure of the media has resulted from accident, abuse, or misapplication, WMI shall have no responsibility whatsoever to refund the purchase price or replace the media. In the event of replacement of the media, the replacement media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is the

longer. This remedy is your exclusive remedy for a breach of this warranty, and WMI's or any of its affiliated corporations and their respective directors, officers, employees or shareholders (the "Affiliates") entire liability and only warranty made with respect to the Software and Printed Materials. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITED WARRANTY AND LIABILITY. OTHER THAN AS OUTLINED ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE SOFTWARE AND PRINTED MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WMI, ITS AFFILIATES, DEALERS, DISTRIBUTORS, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOU ASSUME THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE SOFTWARE OR PRINTED MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. IN NO EVENT SHALL WMI, ITS AGENTS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE AND/OR PRINTED MATERIALS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, THE INSTALLATION OF THE SOFTWARE, THE TERMINATION OF THIS AGREEMENT, THE FAILURE OF EQUIPMENT RELATED TO YOUR COMPUTER OR DAMAGE TO YOUR COMPUTER, SOFTWARE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SOFTWARE OR FROM ANY VIRUS, EVEN IF WMI OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR CLAIM, OR IT IS FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WMI'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE AND PRINTED MATERIALS. THE LIMITATIONS OF THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNITY. You agree to indemnify and hold WMI harmless from and against any loss, liability, cost, expense or damage arising out of any claim, suit action or judgment brought against WMI or its Affiliates related to your violation of any provincial, state, federal or other laws or regulations or any third party rights.

ACKNOWLEDGEMENT. You acknowledge that you have read this License Agreement and limited warranty, understood them, and agree to be bound by their terms and conditions. You also agree that this License Agreement is the complete and exclusive agreement between you and WMI, and supersedes all prior agreements, representations and any other communications, oral or written, between you and WMI relating to the subject matter of the License Agreement including, without limitation, any warranties with respect to the Software and Printed Materials. This License Agreement may only be amended by written agreement of both parties.

EXPORT CONTROLS. The Software and Printed Materials is subject at all times to all applicable export control laws and regulations in force from time to time. You agree that you shall not make any disposition of the Software and Printed Materials purchased or licensed from WMI.

GOVERNING LAW. This License Agreement is governed by the laws of the Province of Ontario, Canada and, if the Software and Printed Materials were acquired within Canada, each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario without regard to conflicts of laws principles. If the Software and Printed Material were acquired outside Canada, each of the parties hereto irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario, provided that the Licensee agrees that any claim or action brought by the Licensee shall be commenced in the courts of the Province of Ontario. The parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this License Agreement.

SUCCESSORS AND ASSIGNS. These terms and conditions inure to the benefit of and shall be binding upon our respective heirs, successors or permitted assigns.

INVALIDITY OF TERMS. If any of these terms and conditions are found by a court of competent jurisdiction to be invalid, the parties hereto nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in such term or condition, and the other terms and conditions shall remain in full force and effect.

Should you have any questions concerning this License Agreement, contact WMI at:

Waterloo Maple Inc.
Customer Service Department
57 Erb Street W.
Waterloo, Ontario, Canada
N2L 6C2
Email: info@maplesoft.com