



Software License Agreement

Software is defined as the Red Canyon Systems computer program and database files with which this Software License Agreement is included and any updates or maintenance releases. This Agreement applies to the: (i) demo; (ii) single-site, standalone; (iii) single-site, multi-user; (iv) multi-site, multi-user; and (v) custom edition versions of the Software. Do not use the Software until you have carefully read the following Agreement. This Agreement sets forth the terms and conditions for licensing the Software from Red Canyon Systems to you, and installing and using the Software indicates that you have read and understand this Agreement and accept its terms and conditions. If you do not agree, please return the Software and accompanying items to Red Canyon Systems within ten (10) days of purchase for a full refund.

Terminology: Definitions and Descriptions

Software Programs:

Software programs, distributed by Red Canyon Systems, which access the database are CenterFit, Log In Administrator, Log In, and FICIS, plus file utility and repair programs as distributed by Red Canyon Systems.

Database:

Files and tables containing data for a site. Red Canyon Systems licenses are based on the number of databases and access to those databases by users (workstation/client).

Single-site, single user:

Software is installed on one PC, using one database, and the programs that access the database are used by one user at a time on the same physical machine. No computers (workstations) are connected to the PC on which the Red Canyon Systems Software is installed.

Single-site, multi-user on a local server:

Software is installed on one PC, acting as a local server, using one database. The local server and up to four (4) additional workstations (thus, 5 users) may use the one database and any of the Software programs that access the database simultaneously. Note: Depending on technology and connections, performance may be compromised when running a local server with connected workstations. In these cases, the Win9x database server program is recommended to prevent file and index corruptions in the event of a power outage or network card failure. This product is sold as an optional add-on with Red Canyon Systems acting as the distributor, not as the manufacturer.

Single-site, multi-user on a network server (Novell Netware/NT versions 3.0 higher):

Software is installed on one PC, acting as a true network server, using one database. Users on client PCs may use the one database and Software programs that access the database simultaneously. The purchase of a separate network database server program (licensed for the appropriate number of users (clients) is required for this type of installation to prevent performance issues, and data and index corruption when a power outage or network failure occurs. Red Canyon Systems acts as the distributor of this product, not as the manufacturer. Licenses are sold in increments of 2, 5, 10, 25, 50, 100, etc.

Multi-site, multi-user:

More than one database on one or more servers containing customer data and access to those databases and Software programs that run the databases by more than one client simultaneously. The purchase of a separate network database server program (licensed for the appropriate number of users (clients) is required this type of installation to prevent performance issues, and data and index corruption when a power outage or network failure occurs. Red Canyon Systems acts as the distributor of this product, not as the manufacturer. Licenses are sold in increments of 2, 5, 10, 25, 50, 100, etc.



License and Certain Restrictions

Demo Version

If this Agreement is included with the single-site, single-user or multi-user demo version of the Software, you are granted a limited non-exclusive license to use a copy of the enclosed Software for the specified number of uses in the materials accompanying the demo version of the Software: (i) if using the single-site, standalone version, on a computer used by a single individual, or; (ii) if using the single-site, local server, multi-user demo version, (a) on up to five (5) computers (workstations) used by five (5) individuals and (b) place a copy of your company's Software data file on a network. Thereafter, you may purchase the right to use a full version of either the single-user or multi-user versions of the Software which license terms are specified below, by contacting Red Canyon Systems. You may not copy the printed materials accompanying the Software if any, or print multiple copies of any user documentation. BY YOUR USE OF THE TRIAL VERSION OF THE SOFTWARE YOU UNDERSTAND AND AGREE THAT APPROXIMATELY AFTER 25 USES OF SUCH SOFTWARE, YOU MAY NOT BE ABLE TO CONTINUE TO ACCESS AND/OR USE THE SOFTWARE OF ANY DATA YOU HAVE ENTERED INTO THE SOFTWARE UNLESS YOU PURCHASE THE RIGHT TO USE THE APPROPRIATE FULL VERSION OF THE SOFTWARE.

Single-User Version

If you purchased a single-user version of the Software, you are granted a limited non-exclusive license to use a copy of the enclosed Software on the computer(s) used by a single individual. You may make one (1) backup copy of the Software for your own use. You may not copy the printed materials accompanying the Software if any, or print multiple copies of any user documentation.

Multi-User Versions

If you purchased any one of the multi-user versions (local server or network server) of the Software, you are granted a limited non-exclusive license to: (i) use shortcuts to programs that can access the enclosed Software from as many PCs as you are licensed for; (ii) place a copy of your company's Software data file on a network; and (iii) print additional copies of the printed materials accompanying the Software if any copies of any online user documentation located in the Software, *provided however*, that you have purchased Software licenses for each site that has a separate database. Each database must have its own unique license number provided by Red Canyon Systems.

General

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Satisfaction Guaranteed

If you are not 100% satisfied with this Software, Red Canyon Systems' entire liability and your exclusive remedy of the Software shall be returned within 10 days with a dated purchase order and invoice for a full refund to Red Canyon Systems Returns, 16338 Peerless, Plainfield, IL 60544. If you have received disks or a CD-ROM with the software and it is defective, you must ship back the defective merchandise to receive replacement to the same address with a notice requesting new diskettes/CD-ROM shipping and handling based on your shipping address. If you obtained the Software by downloading it on your computer, and the Software did not install properly, contact Red Canyon Systems technical support (techsupport@redcanyon.com).



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U.S. Government

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This Agreement sets forth Red Canyon Systems' and its Representatives' entire liability and your exclusive remedy with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and Red Canyon Systems, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding the Software or any related services. This Agreement does not limit any rights that Red Canyon Systems may have under trade secret, copyright, patent, or other laws. The Representatives of Red Canyon Systems are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Red Canyon Systems, other than in writing signed by an officer of Red Canyon Systems. Accordingly, such additional statements are not binding on Red Canyon Systems and you should not rely upon such statements. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. The validity and performance of this Agreement shall be governed by Illinois law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. This Agreement is deemed entered into at Plainfield, IL, and shall be construed as to its fair meaning and not strictly for or against either party.

Additional terms for Red Canyon Systems, Inc. Maintenance, Support, Update Online Service

If you use the maintenance, support, and update online services included with the Software, the following terms and conditions apply in addition to those above:

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Your use of the Service acknowledges that you have read this Agreement and agree to its terms. You further agree that this Agreement is the complete and exclusive statement between you and Red Canyon Systems relating to the subject matter of this Agreement.

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