

# ***CD License***

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2. **DEFINITIONS.** By **courseware**, we mean machine-readable programs, the files they use, and related licensed materials, including documentation. A **course** is the basic unit of instruction in the Manta IBM i Training Library. Each course has an order number and a course description in the Manta catalog. A **product** may be a course or a collection of courses that are identified by a unique order number.
3. **OWNERSHIP AND LICENSE.** This is a license agreement and NOT an agreement for sale. We continue to own the copy of the courseware contained in this package and all other copies that you are authorized by this Agreement to make. Your rights to use the courseware are specified in this Agreement, and we retain all rights not expressly granted to you in this Agreement. Nothing in this Agreement constitutes a waiver of our rights under U.S. Copyright law or any other federal or state law.
4. **KEY PERSON.** You must designate one person as the Key Person responsible for ensuring that the conditions specified in this License Agreement are carried out. Initially, the Key Person is assumed to be the person to whom this product was shipped. Please notify us if the Key Person is incorrect or changes. Failure of the key person to ensure the conditions specified in this License Agreement does not relieve the Licensee from the obligations specified in this agreement.
5. **SCOPE OF THIS AGREEMENT.** This agreement applies to the courseware on a single Manta CD. If you have received multiple Manta products on multiple CDs, the courseware on each CD is governed by its own copy of this license agreement.
6. **PERMITTED USES.** You are granted the following rights to the courseware:
  - A. **Right to Install and Use.** The CD Product List that accompanies each CD specifies, by product, a number of licensed users, which indicates the maximum number of students who can use the courseware concurrently. You may install and use the courseware on one network file server OR one or more non-shared computer systems (either stand-alone PCs or network workstations), up to the concurrent student limit.
    - i. **Network Server Installation.** If you install the courseware on a network file server, it cannot be installed on any other computer. However, you can run the workstation installation program (see your installation instructions) on any number of workstations attached to the file server. The workstation installation program performs the setup work required for a workstation user to access the courseware. With a network installation, the courseware will prevent the concurrent user limit(s) from being exceeded.
    - ii. **Non-shared PC Installation.** An alternative to installing the courseware on a network file server is to install it on one or more non-shared personal computers. In this case, the lowest number of licensed users specified on the CD Product List indicates the maximum number of non-shared PCs on which the courseware can be installed. You may allow employees of your

organization to install the Manta courseware on their home computers. Each home computer is counted as a separate non-shared personal computer.

- B. Right to Move. You may move the courseware from one system to another, subject to the limitations described in Part A above.
  - C. Right to Copy. You may copy the installed version of the courseware for backup and archival purposes, provided that the original and each copy is kept in your possession, and that your installation and use of the courseware does not exceed that allowed in Part A above. You may not copy the Manta distribution CDs.
  - D. Right of Inspection. You have the right to install and review the products on arrival at your facility. You may return the products for any reason within fifteen (15) calendar days after delivery for a full refund (minus, at Manta's discretion, our original delivery costs and any bank charges for credit card purchases and refunds). When returning products, you must ship all media and materials received in a traceable way (UPS, DHL, etc.) so that it arrives at Manta facilities within 21 calendar days after original receipt. You must remove all courses from all hard disks and delete any copies that were made. Your failure to comply with these conditions within the time set forth herein shall constitute your irrevocable acceptance of the courses.
  - E. Right to Transfer. You may not rent, lend, or lease this courseware; however, you may transfer this license to use the courseware to another party on a permanent basis by transferring this copy of the License agreement, at least one unaltered copy of the courseware, and all documentation. You must, at the same time, either transfer to the other party or destroy all your other copies of the courseware, whether altered or unaltered. Such transfer and possession terminates your license from us. Such other party shall be licensed under the terms of this agreement upon its acceptance of this Agreement and Manta's receipt of a signed copy that indicates the new Licensee's mailing address and the identity of the new Key Person. If you transfer the courseware, you must remove the courseware from all hard disks and you may not retain any copies of the courseware for your own use.
7. PROHIBITED USES. You may not, without written permission from us:
- A. Use, copy, modify, merge, or transfer copies of the courseware (or documentation) except as provided in this Agreement;
  - B. Use any backup or archival copies of the courseware (or allow someone else to use such copies) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective;
  - C. Disassemble, decompile, "unlock", reverse translate, or in any manner decode the courseware; or
  - D. Sublicense, lease, or rent the courseware.
8. CONFIDENTIALITY. For you to properly access a Manta product, you will be issued a serial number and one or more "combinations." You agree to use the serial number and combinations only for their intended purpose, as input to the Manta programs that provide access to the associated products. You also agree to keep the serial number and combinations in a secure location and not to divulge them to a third party.
9. LIMITED WARRANTY. We make the following limited warranties, for a period of 30 days from the date you acquired the courseware from us or our authorized dealer:

- A. Media. The disks and documentation in this package will be free from defects in materials and workmanship under normal use. If the disks or documentation fail to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge, if you return the defective disk or documentation to us with a dated proof of purchase.
- B. Courseware. The courseware in this package will materially conform to the description in the Manta course catalog. If the courseware fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return all of the courseware and documentation to the party from whom you acquired it, along with a dated proof of purchase, specifying the problem, and we will provide you with a new version of the courseware or a full refund at our discretion.

**C. WARRANTY DISCLAIMER. WE DO NOT WARRANT THAT THIS COURSEWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. WE EXCLUDE AND EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES NOT STATED HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other legal rights, which vary from state to state.

10. LOST MEDIA. It is your responsibility to store the media and materials supplied to you in a safe place and to back up the installed version of the courseware. Manta is under no obligation to supply replacement CDs or diskettes, although it may choose to do so for a maintenance fee. You should be aware that losing a CD or diskette violates Sections 7 and 8 of this Agreement as they pertain to prohibited transfers and required confidentiality.
11. LIMITATION OF LIABILITY. Our liability to you for any losses shall be limited to direct damages, and shall not exceed the amount you originally paid for the courseware. In no event will we be liable to you for any indirect, special, incidental, or consequential damages (including loss of profits) even if we have been advised of the possibility of such damages.
- Some jurisdictions do not allow these limitations or exclusions, so they may not apply to you.
12. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. The enclosed courseware and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government or any agency or instrumentality thereof is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer courseware clause at 48 C. F.R. 252.227-7013, or in subdivision (c)(1) and (2) of the Commercial Computer courseware -- Restricted Rights Clause at 48 C.F.R. 52.227-19, as applicable. Contractor Manufacturer is Manta Technologies Inc., 6850 Vists Lodge Loop, Castle Rock, CO 80108.
13. EXPORT CONTROLS. You agree that you will not directly or indirectly transfer the courseware or documentation to any country to which such transfer would be prohibited by the U.S. Export Administration Act and the regulations issued there under.
14. TERMINATION. This license and your right to use this courseware automatically terminate if you fail to comply with any provisions of this agreement, destroy the copies of the courseware in your possession, or voluntarily return the courseware to us. Upon termination you will destroy all copies of the courseware and documentation. Otherwise, the restrictions on your rights to use the courseware will expire upon expiration of the copyright of the courseware.

15. REPLACEMENT COURSEWARE. If this is a new version or copy of previously purchased courseware, the following additional provisions apply:
- A. Your license agreement for the currently installed copy of the Manta courseware (hereinafter referred to as "the current courseware"□) is terminated upon the receipt and successful installation of the new copy or version of the courseware (hereinafter referred to as "the replacement courseware"□).
  - B. You will remove all installed copies of the current courseware upon the receipt and successful installation of the replacement courseware.
  - C. Upon receiving and successfully installing the replacement courseware, you will destroy (or dispose of in a manner that prevents their further use) the Manta Technologies Inc. IBM i Training Library CD and Installation Diskette used to install the current courseware.

16. MISCELLANEOUS PROVISIONS. This agreement will be governed by and construed in accordance with the substantive laws of the state of Illinois, U.S.A. and not by the 1980 United Nations Convention on Contracts for the international Sale of Goods, as amended. This is the entire agreement between us relating to the contents of this package, and supersedes any prior purchase order, communications, advertising, or representations concerning the contents of this package. No change or modification of this Agreement will be valid unless it is in writing, and is signed by us.

Canadian Transactions: If you acquired this courseware in Canada, you agree to the following:

The parties hereto have expressly required that the present Agreement and its Exhibits be drawn up in the English language. / Les parties aux présentes ont expressement exigé que la présente Convention et ses Annexes soient rédigées en langue anglaise.

If you have any questions about this Agreement, write to us at: Manta Technologies Inc., 6850 Vista Lodge Loop, Castle Rock, CO 80108, USA. or call us at (800) 40-MANTA.