

TRAIN TRACK®

1. **ACCEPTANCE:** THIS SOFTWARE IS LICENSED TO YOU ON THE CONDITION YOU ACCEPT ALL OF THE TERMS CONTAINED HEREIN. YOU ARE STRONGLY ADVISED TO READ THE LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, LIBERTY LABS CAN NOT GRANT LICENSE OF THE SOFTWARE TO YOU AND YOU SHOULD NOT INSTALL OR USE THE SOFTWARE.

2. **GRANT:** If you have purchased a license to the Software, Liberty Labs grants you a license to install and use the licensed edition of the Software in accordance with the Permitted and Restricted Uses described below. Each edition is licensed separately and you must have the appropriate license for each edition in order to install or use it.

3. **WARRANTY DISCLAIMER:** LIBERTY LABS does NOT warrant that the Software will meet your requirements or that its performance will proceed uninterrupted or without error. LIBERTY LABS EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESSED AND/OR IMPLIED WARRANTIES NOT STATED HEREIN (Please note that some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This limited warranty provides specific legal rights. You also could possess other legal rights not listed here depending on your state of residence).

4. **OWNERSHIP AND LICENSE:** This is a license agreement and NOT an agreement for sale. Liberty Labs retains ownership of the Software and documentation and any copies you are authorized by this Agreement to make. The Software is protected by copyright law. Your rights to use the Software are specified in this Agreement, and Liberty Labs retains all rights not expressly granted to you in this Agreement. Nothing in this Agreement constitutes a waiver of Liberty Labs' rights under US Copyright law or any other federal or state law.

5. **PERMITTED USES:** You are granted the following rights to the Software:

- You may install and use one copy of the Software on a single computer or network drive, for use only by the individual or company registering the license.
- Your license allows you to have only ONE database with ONE SET OF DATA. Separate databases with separate sets of data require separate licenses.
- The software is licensed per named user and may only be used by licensed users.
- You may store historical copies of the Software for backup purposes.

6. **RESTRICTED USES:**

YOU MAY NOT:

- Rent, sublicense or lease the Software.
- Transfer the license to another party.
- Modify, translate, reverse engineer, decompile or otherwise disassemble the Software (except with the customizable edition as described below).
- Distribute the Software or any portion of the Software or any of its code to any other individual or commercial concern.
- Remove or modify THE LIBERTY LABS logo.
- Remove or modify the TRAIN TRACK trademark.
- Modify the Software's "ABOUT" dialog.
- Copy the documentation.
- Share or grant user names or passwords to non-registered users or allow non-registered users to use the software.
- Allow more than one person to use a specific login name or allow a shared or generic login to be created.

7. SPECIFIC EDITIONS:

7a. **CUSTOMIZABLE EDITION:** If you have purchased a license for the customizable edition, the following uses and restrictions also apply:

- You may also install a development copy of the software.
- You are authorized to make functional modifications for use only within your company or organization and at only one location.
- You may NOT export portions of the program.
- You may NOT re-purpose the application.
- You may NOT modify the program to be used for tracking unrelated data.
- You may NOT export or redistribute any portion of the product.
- Liberty Labs retains ownership of the software and copyrights of the software.

7b. **WEB INTERFACE:** If you have purchased a license for the web interface, the following uses and restrictions also apply:

- You may NOT make any modifications to the application, the database, or the web pages with the exception of the connection string files located in the CONNECTIONS sub-folder.
- You must install the application on a secure server and the web components on an encrypted web server.

7c. **HOSTED WEB EDITION:** If you have purchased a license for the hosted web component, the provisions in your service contract also apply. The hosted web component may only be used as long as you have a service contract in place and your subscription fees are current.

7d. **VALIDATION PACKAGE:** If you purchase a license for the validation package, you are permitted to use the validation documentation to conduct your own validation of the software. This includes editing and copying the documents for your specific validation process and using them to record your validation findings. The documentation may only be used for the licensed product and may not be copied, in whole or in part, for use with other programs or systems. If you have multiple database licenses, each database that you wish to validate will require a separate validation package license.

8. **LIMITATION OF LIABILITY:** LIBERTY LABS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE(S) EVEN IF LIBERTY LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIBERTY LABS' LIABILITY TO YOU SHALL NOT, UNDER ANY LEGAL AUTHORITY, EXCEED YOUR PURCHASE PRICE OF THE SOFTWARE. (Some states do not permit these limitations or exclusions, so they may not apply to you. These laws can vary from state to state. Check the laws in your state).

9. **United States Government Restricted Rights:** The Software and documentation are provided with Restricted Rights. Use, duplication or disclosure by the US Government or any agency or instrument thereof is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or in subdivision (c) (1) and (2) of the Commercial Computer Software - Restricted Rights Clause at FAR 52.227-19, as applicable. Contractor/Manufacturer is Liberty Labs, 3245 University Ave.#1122, San Diego, CA 92104.

10. **Miscellaneous Provisions:** This Agreement will be governed by laws of the State of California. No change of or modification to this Agreement will be valid unless it is in writing and is signed by both you and Liberty Labs. If you have any questions regarding this Agreement, write to us at Liberty Labs, 3245 University Ave.#1122, San Diego, CA 92104.

End of agreement.

