

Bob's BASIC SYSTEM

End User Licensing Agreement

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE TO THE FOLLOWING TERMS BY PURCHASING/DOWNLOADING THE PRODUCT OR PRODUCTS. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. YOU MAY NOT PURCHASE THE SOFTWARE APPLICATION UNLESS YOU ACCEPT THE TERMS OF THIS LICENSE.

YOU MAY PRINT THE WEB PAGE CONTAINING THIS LICENSE OR SAVE IT AS A FILE ON YOUR COMPUTER.

This Agreement is between you, the Customer (“Customer”) and Bob's Basic System, LLC (“Company”). Company agrees to provide Customer with a software file containing the software application “Bob's Basic System” and a copy of this License (“Software Product”). Customer agrees to pay the Purchase Price to Company according to the terms of this Agreement.

1. Definitions.

(a) “Company Web site” means the Web site located at <http://bobsbasicsystem.com>.

(b) “Company Information Entry Page” means the Web page that shall be downloaded to Customer's computer after Customer accepts this Agreement.

(c) “Company Download Page” means the Web page that shall be downloaded to customer's computer after the Customer has properly submitted the required information on the Company Information Entry Page to Company. The Company Download Page shall grant Customer the ability to download the Software Product.

(d) “Software Product” means the files included via the download link, which includes the full application “Bob's Basic System” or other Software Products, a copy of this License and other files or associated tutorials.

(e) “Acceptance” means that the Customer has accepted the terms of this Agreement and has manifested said acceptance by downloading the software. Download of the software will only occur after Customer agrees by checking the appropriate box/boxes that the Customer has read and understands the terms of the agreement and agrees to abide by all of its terms.

(f) "Purchase Price" is the payment as stated on the web site and which Customer agrees to pay to Company for the Software Product or Products.

(g) "Bob's Basic System" means any software product or products and/or any portion thereof, developed and offered for sale by Bob's Basic System, LLC.

2. Company's Duties.

(a) Privacy of Customer's Information. Company shall not disclose to third parties any personal information which Customers forward to Company through the Information Entry Page. The information which the Customer forwards to Company through the use of the Information Entry Page shall be used solely by Company for the purposes of billing, advertising, for notifying Customer of any future information pertaining to the Software Product, such as upgrade information or new product offerings.

(b) Provision of Software Product. Company shall allow Customer to access the Company Download Page after the Customer has (1) indicated Acceptance of this Agreement, and (2) has properly filled out all information on the Company Information Entry Page. Company shall allow Customer to download the Software Product or Products from the Company Download Page.

3. Customer's Duties.

(a) Payment. Customer agrees to pay Company the Purchase Price as stated on the web site for any product or products.

(b) Information Entry Page. Customer shall enter and forward to Company truthful and factually accurate information on the Information Entry Page. Customer shall provide credit card or other payment information on the Information Entry Page that Company shall use according to the Purchase Price.

(c) Intellectual Property Ownership. Customer recognizes that the entire Software Product is Company's sole and exclusive copyrighted intellectual property.

(d) Backup Data. Customer recognizes that it has sole responsibility to maintain periodic backup copies of all data and programs used in conjunction with the Software Product. FAILURE TO MAINTAIN PERIODIC BACKUP COPIES MAY RESULT IN CATASTROPHIC DATA LOSS.

(e) Export Law Assurance. Customer agrees and certifies that neither the Software Product nor any other technical data received from the Company will be exported outside of the United States except as authorized and permitted by the laws and regulations of the United States. If the Software Product has been rightfully obtained by you outside of the United States, you agree that you will not re-export the Software Product except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software Product.

4. License. COMPANY GRANTS TO CUSTOMER A NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE PRODUCT AS PROVIDED IN THIS LICENSE. THE SOFTWARE PRODUCT IS LICENSED BY COMPANY TO CUSTOMER FOR CUSTOMER'S USE ONLY ACCORDING TO THE TERMS OF THIS AGREEMENT.

(a) Use of Software Product. Customer may install and use the Software Product on no more than five-computers at a time, which are owned by or in the primary control of the Customer. Customer is granted the right to make one copy of the Software Product for backup or archival purposes. In no event does the backup or archive permitted hereunder grant the Customer the right to decompile, disassemble or electronically transfer the Software Product.

(b) Term of License. This License Agreement is effective until terminated by Company. On termination by Company, Customer agrees to permanently delete the Software Product and any backup or archival copies from the computer(s) on which they are stored. Customer may terminate this License Agreement by permanently deleting the Software Product, and any backup or archival copies, from the computer(s) on which they are stored.

(c) Restrictions. Customer may not lease or rent the Software Product. Customer may not modify, reverse engineer, decompile, disassemble or create derivative works from the Software Product.

(d) Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law.

5. Copyright. The Software Product is copyrighted material owned by Company and is protected by United States copyright law. Customer may not copy or otherwise reproduce any part of the Software Product. Customer may physically transfer the software electronically over a network but may not distribute the Software Product to others.

6. Purchase Price. The customer agrees to pay the total indicated on the shopping cart to Company by entering proper credit card information on the Company Information Entry Page.

7. Company Information Entry Page. The Company Information Page shall require the Customer to enter Customer's full name, address, phone number, and credit card information. The Company Information Page shall also ask Customer to provide voluntary information that Company shall use only according to the terms of Paragraph 2(a).

8. Choice Of Law. This Agreement shall be construed and controlled by the laws of the State of West Virginia. Any dispute concerning or breach of the terms of this Agreement will be governed by the laws of the State of West Virginia without resort to conflicts of laws principles which may require the application of the law of another jurisdiction.

9. Indemnification. Company shall not undertake to resolve any disputes or litigation on Customer's behalf involving use of the services described herein, and Customer agrees that it shall indemnify, hold Company harmless and defend Company against any disputes involving Customer's use of the Software Product.

10. Warranty Disclaimer; Liability Limitations.

(a) The Software Product is provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, FITNESS FOR CUSTOMER'S PURPOSE OR SYSTEM INTEGRATION; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. CUSTOMER AGREES THAT ANY EFFORTS BY COMPANY TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY COMPANY WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

(b) THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE PRODUCT IS ASSUMED BY THE CUSTOMER. CUSTOMER FURTHER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to the Customer. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

(c) Despite the delivery of this product 'as-is', if a court of competent jurisdiction finds that the Company has breached a warranty or representation to the Customer, the Customer's sole and exclusive remedy is that Company, at its option, either (i) will refund to Customer the Purchase Price on Customer's return of the Software Product and related materials, or (b) Company will replace the Software Product on an exchange basis without charge.

(d) The limitations of damages set forth above are fundamental elements of the basis of the bargain between the Company and the Customer. The Company would not be able to provide the Software Product on an economic basis without such limitations.

11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

12. Knowing Consent and Authority to Consent. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party.