

GREAT-ER END USER LICENSE AGREEMENT

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 - 3.1 Install and use one copy of the ECETOC GREAT-ER Program on a single computer provided the software is in use only on one computer at a time (i.e. loaded in RAM). If the Program is permanently installed on the hard disk or other storage device of a computer (other than a network server) and one person uses that computer more than 80% of the time it is in use, then the person may also use the GREAT-ER Program on a portable or home computer.
 - 3.2 Make full or partial copies of the Program for back-up and archive purposes only, provided you label such copies clearly with our name, the name of the Program and the date of this license.
 - 3.3 Transfer the Program and this license permanently to another party but only if you obtain ECETOC's prior written approval and provided the other party signs a new license agreement with ECETOC. Any such transfer terminates your license agreement.
4. YOU MAY NOT :
 - 4.1 Transfer, assign, rent, lease, sub-license, sell, give or otherwise dispose of this Program except as stated in the license.
 - 4.2 Reverse compile, disassemble, or otherwise reverse engineer the whole or part of the Program.
 - 4.3 Modify, adapt or translate the Program in any way.
 - 4.4 Use any part of the Program for another than the intended purpose within the Program GREAT-ER.
 - 4.5 Merge the whole or part of the Program with any other software other than that strictly required by the operating system used to run the Program.
 - 4.6 Reproduce, distribute or alter the Program documentation.
 - 4.7 Reveal the source code to a third party. If you do any of the foregoing without ECETOC's express permission, this agreement will be breached and your license automatically terminated. Such termination shall be in addition to and not in lieu of any other legal remedies available to us.
5. YOUR RESPONSIBILITIES
 - 5.1 You are responsible for installing and commissioning the Program onto your computer system(s) unless we have agreed in writing to do so.
 - 5.2 You must ensure that proper security precautions are followed to secure back up copies of the Program, and that an effective control is kept on the number of copies of the Program.
 - 5.3 You must train the staff that run this Program to understand its purpose, operations, and limitations. You are responsible for how you use the Program.
 - 5.4 You are responsible for the interpretation of the results produced by the Program.
 - 5.5 You must treat this Program and its documentation as confidential. You must not disclose any part of it to another party without ECETOC's permission, even after the license has been terminated.
6. TERM
 - 6.1 You are licensed to use the Program from the date of issue stated in this agreement.
 - 6.2 You may terminate your license and this agreement at any time by returning it to us together with the original media and user documentation of the Program.
 - 6.3 This license will terminate immediately if you fail to comply with any term or condition of this agreement. In the event of any termination you must destroy all full or partial copies of the Program resident on your computer system(s) in any form and you agree to provide us on request a written certificate of such destruction.
7. WARRANTY AND LIABILITY
 - 7.1 If a diskette or other media of the Program is defective ECETOC will replace it at no charge provided the defective item is returned to us within one year of the date of Program delivery.

- 7.2 ECETOC does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be either error-free or appear precisely as described in any documentation describing the Program.
- 7.3 ECETOC agrees to indemnify you against any claim that the Program infringes the copyright of any Third Party except if the claim arises out of the use of the Program in combination with any equipment (other than your computersystem(s)) or any other software. You must notify us immediately of such a claim and let us conduct any negotiations or proceedings with the Third Party.
- 7.4 Subject to 5.3 and 5.4 above, ECETOC does not seek to limit or exclude liability for personal injury or death arising from our negligence.
- 7.5 Except for 7.4 above ECETOC's entire liability for any breach of our duties, whether or not attributable to our negligence, is limited to the license fee you have paid for the Program.
- 7.6 Except for 7.4 and 7.5 above, in no event will ECETOC be liable to you for any damages, including lost profits, lost savings or other incidental or consequential damages arising on your use or inability to use the Program even if we have been advised of the possibility of such damages.
- 7.7 The GREAT-ER Program is an application based on the commercial GIS Product ArcView 3.0aTM. ECETOC has checked the GREAT-ER software and fixed all known bugs but will not guarantee that the GREAT-ER Program will run under all possible circumstances especially not with other ArcView TM versions.
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Should any of the provisions in this License Agreement be ruled invalid under any law, they shall be deemed modified or omitted only to the extent necessary to render them valid, and the remainder of the Agreement shall be upheld.
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