

SAFE Software End User License Agreement

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1.3 Storage/Network Use. SAFE is fully network compatible and requires no special programming knowledge to establish on a network. This service and programming are included at no extra charge. SAFE Software is not responsible for any networking compatibility or support and will not create networks for their clients. The data is housed on the client’s computer and is the sole responsibility of the client (user). SAFE is a “PC-based” software program. The data is not stored on the internet and is not a subscription use software program. SAFE Software is not responsible for making or preserving backup copies of your data.

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3. SUPPORT. Email support will be free of charge to the SAFE Software Client. Email support is encouraged. Phone support is free for the first 30 days from the purchase date of the software. Video Tutorials will be accessible to users active on the Yearly Support Plan. All customer service issues are limited to and will pertain to the SAFE Program. SAFE Software will not guarantee compatibility or provide support for hardware, software, or any other product.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with SAFE Software.

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8. UPGRADES. To use software identified as an upgrade, you must first be licensed for the software identified by SAFE Software as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility. Upgrades are optional and individually priced. Upgrades are classified as any improvement, change, or enhancement to the SAFE Software Program. These said upgrades are OPTIONAL and INDIVIDUALLY PRICED. The SAFE Client can either participate or decline to participate without any obligation. The upgrade process can be conducted two ways:

8.1 Online (Internet) Upgrades: Updates will be performed via REMOTE SUPPORT using GoToAssist. The approximate upgrade time will vary (depending on the version). The upgraded SAFE DB will be returned via email with proper re-installation instructions or phone support.

8.2 Onsite Upgrades: Depending on the physical location, onsite upgrades may be performed for the SAFE Client. Cost will be variable and calculated based on distance, upgrade length, travel expenses, and hourly labor rate. All Onsite Upgrade proposals will be set and agreed upon prior to performing the upgrade. SAFE Software will issue a proposal and the user should issue a purchase order.

9. TRANSFERING OWNERSHIP: The SAFE Software Program may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test, or evaluation. A current owner may pass (give) or allow another potential end-user(s) to install the SAFE Software Program for trial purposes only. **There will be no refunds once TWO PASSCODES have been permanently entered in the SAFE Program.**

10. EXPORT RESTRICTIONS: You acknowledge that the software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

11. TERMINATION. Without prejudice to any other rights, SAFE Software may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must delete all copies of the software and all its component parts.

12. WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA.

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16. APPLICABLE LAW. This EULA is governed by the laws of the State of Texas.

17. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the software) is the entire agreement between you and SAFE Software relating to the software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the software or any other subject matter covered by this EULA. To the extent the terms of any SAFE Software policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable, or illegal, the other provisions shall continue in full force and effect.

18. REFUNDS / RETURNS: There will be NO REFUNDS or RETURNS allowed for the SAFE Software AFTER the two license CODES have been entered. Refunds will be allowed if only ONE code has been set OR if the end user has not had the software installed prior to the two codes being entered.