

StretchWare™ Site License Agreement

This License Agreement is made this _____ day of _____, 20____, by and between Shelter Publications, Inc., ("Shelter") and _____ ("Licensee").

The software program StretchWare™ ("Software") is licensed, not sold, to the Licensee listed above by Shelter for use only under the terms and conditions provided in this Agreement. This License supersedes the StretchWare™ License Agreement provided with any Software copies subsequently delivered to Licensee.

License. Once this Agreement is signed by Licensee, Shelter grants Licensee a non-exclusive License to use the Software under the following requirements:

Licensee may:

- (a) copy the Software onto the hard drives of single computer workstations not to exceed the **Maximum User Number** on this Agreement.
- (b) copy the Software onto the hard drive of a network or file server for the sharing of files by a number of workstations not to exceed the **Maximum User Number**.
- (c) physically transfer the Software from one computer system to another provided that the Software is not used on more workstations than the **Maximum User Number** at any one time.
- (d) make one copy of the Software in machine-readable form solely for the purpose of archiving, provided that Licensee reproduces all copyrights and other proprietary notices on the single copy.
- (e) use the Software on multiple computers, a network, or on a file server used by a number of users not exceeding the **Maximum User Number**. If Licensee wishes to add users beyond the **Maximum User Number**, Licensee must purchase additional network licenses sufficient to cover the additional users.

Licensee may not:

- (a) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for the archived copy described above) the Software and accompanying documentation.
- (b) rent, transfer, or grant any rights in the Software and accompanying documentation in any form without the prior written consent of Shelter.
- (c) use the Software on more workstations or personal computers than the **Maximum User Number**.
- (d) have access to the Software by means of any remote forms of access or control, including but not limited to dial-in access, but not including the network which is the subject of this Agreement.

Trade Secrets. Licensee acknowledges that the Software contains copyrighted material, trade secrets and other proprietary material, and in order to protect them, Licensee may not decompile, reverse engineer, disassemble, or otherwise reduce the object code form of the Software to a human-perceivable form. Licensee may not modify, sell, rent, lease, loan, distribute (except as expressly permitted by this License), or create derivative works based upon the Software in whole or in part.

Copyright. Licensee shall: (a) reproduce on all copies of the Software the copyright notice and any other proprietary legends that are on the original copy of the Software; (b) not remove any copyright notices or proprietary legends from the Software; (c) take reasonable steps to ensure that each user of the Software is aware of and complies with the terms and conditions of this License, including any Special Terms provided for the Software.

Ownership. Licensee owns the media on which the Software is recorded, but Licensee

acknowledges that all rights, title and interest in and to the Software, including but not limited to copyrights, shall remain with Shelter.

Termination. If there is any breach of this License by Licensee, this License is terminated, whereupon this License and all rights granted to Licensee herein shall immediately cease.

Arbitration. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the commercial rules of the American Arbitration Association, using an arbitrator with knowledge of computers and software, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. No arbitration or other action arising out of any claimed breach of this agreement or transactions under this agreement may be demanded by either party more than one year after the cause of action accrued. The prevailing party in any such action related to or arising under this agreement shall be entitled to reasonable attorneys’ fees. This provision shall not apply to any action or proceeding for injunctive relief.

Medical Warning. The stretches and other information in Software are not meant to substitute for medical diagnosis and/or treatment. Licensee is responsible for advising each user and/or employee to consult their physician or health professional BEFORE trying any new physical activity.

Limited Warranty. As its only warranty under this agreement, Shelter warrants Software to be free of defects in materials under normal use for a period of 90 days from the date of the delivery to Licensee as evidenced by the date this agreement is signed.

Warranty Disclaimer. The above warranty is exclusive and in lieu of all other warranties, whether expressed or implied. No oral or written information or advice given by Shelter, its officers, employees, affiliates, distributors, dealers, sales representatives, or agents shall increase the scope of the above Limited Warranty or create any new warranties. SOFTWARE IS PROVIDED “AS IS,” AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SOFTWARE IS WITH LICENSEE. SHELTER DOES NOT WARRANT THAT SOFTWARE WILL MEET LICENSEE’S REQUIREMENTS, OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT SOFTWARE DEFECTS OR CONFLICTS WILL BE CORRECTED. IN NO EVENT WILL SHELTER OR ITS OFFICERS, EMPLOYEES, AFFILIATES, DISTRIBUTORS, DEALERS, SALES REPRESENTATIVES, OR AGENTS BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) OR PERSONAL INJURY ARISING OUT OF THE USE OR INABILITY TO USE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS — EVEN IF SHELTER OR AN AUTHORIZED SHELTER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

In no event shall Shelter’s total liability to Licensee for all damages, losses, and causes of action (whether in contract, tort, including negligence, or otherwise) exceed the amount paid for the Software and its documentation.

Governing Law. This agreement is governed by the laws of the State of California.

Maximum User Number _____
Accepted for Shelter by
Authorized Representative

Accepted for Licensee by
Authorized Representative

Signature

Signature

Print or type name

Print or type name

Title

Title

Date signed

Payment Method				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
VISA	Master Card	American Express	Purchase order	Purchase order #
Card number			Expiration	CVV #
Cardholder name				

Licensee Contact Information (where to send the disk)

Contact individual

Contact title

Company name

Street address

City

State

Zip

Country

Phone

Fax

E-mail

Fax signed Agreement to (415) 868-9053.

Stuart Kenter
 StretchWare™ Site Licensing Agent
 Phone: (415) 456-3914