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The Software Package will be provided on a CD unless other media is specified by the customer. One User's Guide and one security lock or key disk, if required, will be supplied. No source will be provided.

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The license of the Software Package includes the User's Guide. The customer assumes responsibility for installation and training.

WARRANTY AND SUPPORT:

MPS guarantees the Software Package to operate according to its specifications for thirty (30) days after shipment. During this period MPS agrees to assist the customer if the Software Package fails to meet the specifications or intended use. Such assistance shall be limited to MPS responding to the customer's software problem reports according to MPS's standard assistance practices. This warranty is given to the customer only and not to any third parties. MPS DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

If monthly support is purchased or included in the customer's quotation and/or order, MPS will provide the customer with technical assistance via telephone or e-mail of up to one (1) hour a week, not to exceed

four (4) hours for each month of support purchased. Please note that support hours that are not used during a monthly period cannot be rolled over to a succeeding monthly support period.

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Provided notice of any defects is given in writing to MPS during the warranty period, MPS's liability is limited, in MPS's sole discretion, to either refunding the purchase price of the Software Package or to correction of the defects. MPS is not liable for damages of any kind including but not limited to special, indirect, incidental, or consequential damages, loss of profits, loss of use, or interruption of business arising out of or in combination with the use or performance of the Software Package.

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MPS will make its best effort to deliver the Software Package within one (1) week of receipt of the customer's order for standard products or as quoted for custom products and services.

ASSIGNMENT:

The licensing agreement may not be assigned, sublicensed, or transferred by the customer to any third parties without MPS's prior written consent.

ENTIRE AGREEMENT, APPLICABLE LAW:

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