

**Blackblot Product Manager's Toolkit™ (PMTK), all versions.
Copyright © 2008 Blackblot. All rights reserved.
www.blackblot.com**

SINGLE-USER LICENSE AGREEMENT

NOTICE TO USER

Please carefully read this single-user license agreement before purchasing or downloading or using the product. By purchasing the product or downloading the product or opening the product package or using the product, you are consenting to be bound by this agreement. If you do not agree to all of the terms of this agreement, do not purchase or download or use the product.

SINGLE USER LICENSE GRANT

Blackblot ("Author") grants to the Customer ("Customer") a nonexclusive and nontransferable Single-User License ("License") to solely use the "Blackblot Product Manager's Toolkit™" (PMTK) product ("Product").

No multiple-user, site or volume license is being granted. Customer may not share the Product via a network or install the Product simultaneously on a number of computers operated by different individuals.

Customer may make one (1) archival copy of the Product, provided the Customer affixes to such copy all copyright, confidentiality, and proprietary notices that appear on the original.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, THE PRODUCT OR ITS DOCUMENTATION; MODIFY THE PRODUCT OR ANY PORTION OF THE PRODUCT FOR THE PURPOSE OF RESALE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE PRODUCT FOR THE PURPOSE OF RESALE.

The Customer agrees that aspects of the licensed materials, including the specific design and structure of individual documents, constitute trade secrets and/or copyrighted material of the Author. The Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of the Author. The Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to the Product and its documentation shall remain solely with the Author.

Blackblot Product Manager's Toolkit™ (PMTK), all versions.
Copyright © 2008 Blackblot. All rights reserved.
www.blackblot.com

SINGLE-USER LICENSE AGREEMENT (continued)

DISCLAIMER OF WARRANTY

ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCT AND DOCUMENTATION REMAINS WITH THE CUSTOMER.

IN NO EVENT WILL THE AUTHOR BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF THE AUTHOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AUTHOR'S LIABILITY TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PRICE PAID BY THE CUSTOMER.

The Product and its accompanying documentation, if any, provided hereunder is provided "as-is" without any warranty whatsoever. The Author has no obligation to provide the Customer with maintenance, support, updates, enhancements, or modifications of the Product and accompanying documentation.

This License is effective until terminated. The Customer may terminate this License at any time by destroying all copies of the Product including any documentation. This License will terminate immediately without notice from the Author if the Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of the Product. The Customer is not entitled to any monetary refund whatsoever after a legal purchase of the Product.

If any portion of the License hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Product.

###