Auction! V4 License Agreement

You have purchased an Auction!® Software license, or are running the free demonstration edition. You have the following rights and responsibilities under the license agreement:

1. This program may only be used by the organization to which the program is licensed. Single user may be loaded on more than one computer as long as the software is only used by and for the benefit of the licensed organization; limit work to one computer at any time, as merging and networking is not possible in single user edition. Network editions may be loaded on more than one computer as long as the software is only used by and for the benefit of the licensed organization.

2. "Organization" is defined as a specific site, and does NOT include sites in other communities. For example, schools or churches in a specific diocese must have their own licenses, and remote members of a regional or national organization running physically separate events must have their own licenses. Departments or groups at colleges and universities holding separate events must have their own licenses.

3. Licensed organizations must contact Auction Systems annually to request an activation key for the next year. Activation keys for core software, such as Auction!® or Event!™ are free. Without current activation keys, the software reverts to "demo" mode. Activation keys for premium features such as Quick Checkout or Sync with online auctions require support renewal.

4. Support for Auction!® is included for all team members using the software, for a full year upon purchase, and may be renewed for a year at a time. Support terms and availability are described at http://auctionsystems.com/ContactUs.htm.

5. Single user editions do not include the capability to merge two Auction! datasets to combine independent projects. Network editions include merge capability. Network editions also include the capability of access to a dataset by two or more computers simultaneously.

6. Account number and program license keys are specific to the licensed organization. The program licensing keys may not be shared by any means, physical or electronic, with any other organizations, or with individuals representing other organizations. All users must be staff employed by, volunteers on behalf of or contacted IT support professionals for the licensed organization.

7. The license of a "loaning" organization may be permanently disabled by Auction Systems when there is evidence that other organizations have used the software license keys, preventing use by both the licensed organization and the "borrowing" organization(s).

8. Technical support is available only to the licensed organization staff, volunteers working on behalf of the organization, and contracted IT support professionals. All requests for technical support must include the name of the licensed organization and the account number of the licensee.

9. Auction!® employs an interactive internet tool to check for and download available updates to the software. These updates may include bug fixes, patches, and free enhancements to the software. The check will notify Auction Systems, Inc. of the account number, internal machine

identity and current version of software on your computer. When internet access is not available, it reminds you to check for updates.

10. If program errors occur, users must allow the software to send reports to Auction Systems. It is helpful to add information such as steps in progress when error occurred. By adding the user's email address, copies of all data sent to Auction Systems is also sent to this email address. Auction Systems makes every effort to remedy error conditions upon notification.

11. The software may be freely used by successive staff and volunteers at the licensed organization for subsequent events.

12. The software license may not be transferred to another organization unless the original purchasing organization has closed and ceased operation. Auction Systems, Inc. must be notified in writing. A license transfer form must be completed by the terminating organization, and the request accompanied by a letter on organization letterhead, and signed by a registered officer of the organization. The new licensee must pay the transfer fee and renew technical support at time of transfer.

13. If license keys are misplaced or lost, contact Auction Systems for replacement keys. There is no charge to receive keys on file.

14. Auction!® is protected by copyright laws that pertain to computer software; it is illegal to make copies except for backup. Auction!® contains trade secrets, and in order to protect them you may not de-compile, reverse engineer, disassemble, or otherwise reduce Auction!® to any form that would allow the above. You may not modify, adapt, translate, rent, lease, or create derivative works based on Auction!® or any part thereof.

15. Auction Systems, Inc. warrants that the original USB Flash drives are free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of purchase. If a defect occurs during this period, you may return your faulty media to Auction Systems, Inc., and it will be replaced free of charge.

16. Except for the express warranty of the original media set forth above, Auction Systems, Inc. grants no other warranties, express or implied, by statute or otherwise, regarding the media and their related materials, their fitness for any purpose, their quality, their merchantability, or otherwise. The liability of Auction Systems, Inc. under the warranty set forth above shall be limited to the amount paid by the customer for the product. In no event shall Auction Systems, Inc. be liable for any special, consequential or other damages for breach of warranty.

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19. As used in this document, "Auction!®" includes Event! Manager™, Raffle! Manager™, and Fundraising!™ variations of the product.