

# RaceMaster98 Program License Agreement

---

Sport Systems, PO Box 307, Reigate, Surrey, UK, RH2 7WF

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS RACEMASTER98 RACE MANAGEMENT SOFTWARE PACKAGE (HEREAFTER REFERRED TO AS RACEMASTER98). ITS USE INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PACKAGE AND YOUR MONEY WILL BE REFUNDED.

Thank you for selecting RaceMaster98 for use on your computer. We at Sport Systems believe that RaceMaster98 is an outstanding product and we appreciate your confidence.

RaceMaster98 consists of (i) computer software (the "Program") and (ii) instruction documents. You acknowledge that the Program and the instruction documents are the copyrighted property of Sport Systems. By accepting this license, you do not become the owner of RaceMaster98, but you do have the right to use RaceMaster98 as specified in this license agreement. You assume responsibility for the selection of RaceMaster98 to achieve your intended results, and for the installation of the Program on your computer.

YOU MAY NOT COPY, MODIFY OR TRANSFER THE PROGRAM IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE AGREEMENT.

The license becomes effective once full payment has been received and remains effective until terminated. You may terminate it at any time by destroying the Program together with any copies or modifications in any form. This license shall also terminate if you fail to comply with any term or condition stated herein. You agree upon such termination to destroy the Program together with all copies and modifications in any form along with related manuals and documentation.

THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU (AND NOT SPORT SYSTEMS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, UNLESS PROVIDED OTHERWISE HEREIN UNDER "TECHNICAL SUPPORT".

SPORT SYSTEMS do not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be uninterrupted or error free.

SPORT SYSTEMS however, does warrant the diskettes or CD-ROM on which the Program is furnished, to be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery to you as evidenced by a copy of your receipt.

SPORT SYSTEMS shall provide software technical support via telephone on +44 (0)870 350 5124 and/or by e-mail to support@sportssystem.co.uk. Such technical support shall be provided without additional charge. Technical support shall consist of correcting material software errors reported to SPORT SYSTEMS, and providing information on how to install and use the Program. Technical support shall not include computer hardware maintenance.

SPORT SYSTEMS entire liability and your exclusive remedy shall be:

1. The replacement of any diskette or CD-ROM not meeting SPORT SYSTEMS "Limited Warranty" and which is returned to SPORT SYSTEMS with a copy of your receipt, or
2. If SPORT SYSTEMS is unable to deliver a replacement diskette or CD-ROM that is free of defects in materials or workmanship, you may terminate this agreement by returning the Program and your money will be refunded.

IN NO EVENT WILL SPORT SYSTEMS BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE RACEMASTER98 PROGRAM OR FOR ANY CLAIM BY ANY OTHER PARTY.

COPYRIGHT. The RaceMaster98 name, software, manual and associated intellectual property are protected by Copyright 1998. Purchase of this product conveys the right of use of this software for meetings / events / races organised by the purchasing Club or Organisation. Copies of this software may be made for backup purposes only. RaceMaster98 has been protected to allow the easy detection of illegal usage without inhibiting its lawful operation. Offenders will be referred to the Federation Against Software Theft (FAST).

You may not sublicense, assign or transfer this license or the Program to a third party. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

The laws of the United Kingdom govern this license agreement.

Should you have any questions concerning this license agreement, you can contact Sport Systems at the addresses stated above.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE AGREEMENT.