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Continuity in Computing

AVANTI™ Alpha Emulator

Summary of END-USER LICENSE AGREEMENT (EULA)

03-JUN-2010

This is a summary of the Avanti EULA. You can acquire and read the entire EULA in all of its glorious legalize at <http://www.migrationspecialties.com/pdf/AvantiLicense.pdf>.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND/OR THE COMPANY YOU REPRESENT AND MIGRATION SPECIALTIES INTERNATIONAL. IF YOU DO NOT CARE TO BE BOUND BY THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE.

1. DEFINITIONS

- "License Key" or "USB Key" = USB device that controls software licensing and usage.
- "Avanti" = "Software" = Really great product!

2. LICENSE GRANTS

- The license grants non-exclusive rights to use the Software.
- The Software may be copied and backed up as required for internal use.
- The Software will only run on the system that contains the License Key.
- Migration Specialties reserves the right to audit usage, so be good.

3. LICENSE RESTRICTIONS

- Aside from configuration files, you may not alter the Software.
- Doing any of the following will get you in trouble.
 - Reverse engineering the Software.
 - Producing derivative works.
 - Using the software to build your own software that serves the same purpose.
 - Reselling, renting, leasing, or sublicensing the Software.
 - Exporting the Software to places prohibited by Uncle Sam.
- If you break any of these rules, Migration Specialties will make your life as miserable as is legally possible.

4. UPGRADES

- You are entitled to deploy software upgrades on a one-for-one basis if you have a licensed copy of the software.

5. OWNERSHIP

- Migration Specialties owns the Software and all associated rights. You get to use it.

6. LIMITED WARRANTY AND DISCLAIMER

- USE THE SOFTWARE AT YOUR RISK!
- If anything bad happens, it's not our fault.
- The Software includes a 90 warranty.

7. EXCLUSIVE REMEDY

- If the Software and License Key are returned unharmed along with a really good excuse during the warranty period, we will refund the purchase price.

8. LIMITATION OF LIABILITY

- Migration Specialties total liability in all instances is \$500.00US or the purchase price of the Software, whichever is greater.

9. BASIS OF BARGAIN

- All the stuff above helps protect Migration Specialties so we can stay in business and continue to produce fantastic products.

10. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND

- A bunch of U.S. laws and restrictions apply to this EULA.

11. (NON-USA) CONSUMER END USERS ONLY

- Foreign customers may have different rights.

12. GENERAL

- This EULA is governed by the internal laws of the State of Colorado.
- This EULA constitutes the entire license agreement between you and Migration Specialties. Sneaky clauses in Purchase Orders and other documents produced by you don't count.
- Only Migration Specialties can modify this agreement.

13. WINPCAP COPYRIGHT NOTICE

- The Software uses WinpCap.

14. PUTTY COPYRIGHT NOTICE

- The Software includes PuTTY.

15. ES40 COPYRIGHT NOTICE

- The software includes ES40 components.