



**Splice Software License Agreement
einstein's legacy v2.0, LLC.
Single Use License**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE einstein's legacy SOFTWARE. BY USING THE einstein's legacy SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, YOU MAY RETURN THE einstein's legacy SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND. IF THE einstein's legacy SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DISAGREE/DECLINE". FOR einstein's legacy SOFTWARE INCLUDED WITH YOUR PURCHASE OF HARDWARE, YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE IN ORDER TO OBTAIN A REFUND.

IMPORTANT NOTE: This software may be used to reproduce materials. It is licensed to you only for reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. If you are uncertain about your right to copy any material, you should contact your legal advisor.

1. General. The einstein's legacy and third party software (including any content), documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "einstein's legacy Software") are licensed, not sold, to you by einstein's legacy v2.0, LLC. ("einstein's legacy") for use only under the terms of this License, and einstein's legacy reserves all rights not expressly granted to you. You own the media on which the einstein's legacy Software is recorded but einstein's legacy and/or einstein's legacy's licensor(s) retain ownership of the einstein's legacy Software itself. The terms of this License will govern any software upgrades provided by einstein's legacy that replace and/or supplement the original einstein's legacy Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Title and intellectual property rights in and to any content displayed by or accessed through the einstein's legacy Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content.

2. Permitted License Uses and Restrictions.

A. Trial License. If you are using the trial version of the einstein's legacy Software, this License allows you to install and use the einstein's legacy Software on a single einstein's legacy-branded computer for the sole purpose of evaluating the einstein's legacy Software. The trial version of the einstein's legacy Software expires fifteen (15) days after the date you first launch the einstein's legacy Software.

B. Single User License. This License allows you to install and use one copy of the einstein's legacy Software on one desktop computer and one laptop computer so long as both computers

are owned and used by you. Except as explicitly permitted below, the images, video clips and audio clips in the sample library are solely for viewing by you within the einstein's legacy Software to illustrate features of the einstein's legacy Software and may not be used by you in your own materials or otherwise copied.

C. The einstein's legacy Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. This License does not allow the einstein's legacy Software to exist on more than one computer at a time, and you may not make the einstein's legacy Software available over a network where it could be used by multiple computers at the same time. You may make one copy of the einstein's legacy Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original. Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the einstein's legacy Software or any part thereof.

D. einstein's legacy has provided, as part of the einstein's legacy Software, access to certain third party software or services as a convenience. To the extent that the einstein's legacy Software contains, or provides access to, any third party software or services, einstein's legacy has no express or implied obligation to provide any technical or other support for such software or services. Please contact the appropriate software vendor, manufacturer or service provider directly for technical support and customer service related to its software, service and/or products.

3. Transfer. You may not rent, lease, lend or sublicense the einstein's legacy Software. You may, however, make a one-time permanent transfer of all of your license rights to the einstein's legacy Software to another party, provided that: (a) the transfer must include all of the einstein's legacy Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the einstein's legacy Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the einstein's legacy Software reads and agrees to accept the terms and conditions of this License. All components of the einstein's legacy Software are provided as part of a bundle and may not be separated from the bundle and distributed as standalone applications.

Updates: If einstein's legacy makes a Platform Update available prior to releasing a future, paid-for version of the einstein's legacy Software, you may obtain the platform Update free of charge until such paid for version is available. "Platform Update" means a software update that enables you to transfer this version of the einstein's legacy Software to an einstein's legacy-branded computer that runs on a different processor. Please note that if you obtain the Platform Update, or any other update to the einstein's legacy Software that completely replaces the previous version, you are still limited to having the software on no more than one einstein's legacy-branded desktop computer and one einstein's legacy-labeled laptop computer at a time.

NFR (Not for Resale) Copies: Notwithstanding other sections of this License, einstein's legacy Software labeled or otherwise provided to you on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred.

Academic Copies: If the einstein's legacy Software retail package is labeled "Academic Single User", you must be an Eligible Educational End User to use the einstein's legacy Software. "Eligible Educational End Users" means students, faculty, staff and administration attending and/or working at an educational institutional facility (i.e., college campus, public or private K-12 schools).

4. Consent to Use of Data.

a. You agree that einstein's legacy and its subsidiaries may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the einstein's legacy Software. einstein's legacy may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

5. Termination. This License is effective until terminated. Your rights under this License will terminate automatically without notice from einstein's legacy if you fail to comply with any term (s) of this License. Upon the termination of this License, you shall cease all use of the einstein's legacy Software and destroy all copies, full or partial, of the einstein's legacy Software.

6. Limited Warranty on Media. einstein's legacy warrants the media on which the einstein's legacy Software is recorded and delivered by einstein's legacy to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this Section shall be, at einstein's legacy's option, a refund of the purchase price of the product containing the einstein's legacy Software or replacement of the einstein's legacy Software which is returned to einstein's legacy or an einstein's legacy authorized representative with a copy of the receipt. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

7. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE einstein's legacy SOFTWARE AND ANY RELATED SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE einstein's legacy SOFTWARE AND RELATED SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND einstein's legacy AND einstein's legacy's LICENSORS (COLLECTIVELY REFERRED TO AS "einstein's legacy" FOR THE PURPOSES OF SECTIONS 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE einstein's legacy SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. einstein's legacy DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE einstein's legacy SOFTWARE OR SERVICES, THAT THE FUNCTIONS CONTAINED IN THE einstein's legacy SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE einstein's legacy SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE einstein's legacy SOFTWARE WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE OR SERVICES, OR THAT DEFECTS IN THE einstein's legacy SOFTWARE OR SERVICES WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE THAT THE einstein's legacy SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE einstein's legacy SOFTWARE OR SERVICES

COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY einstein's legacy OR AN einstein's legacy AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE einstein's legacy SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL einstein's legacy BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE einstein's legacy SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF einstein's legacy HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall einstein's legacy's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. Export Control. You may not use or otherwise export or reexport the einstein's legacy Software except as authorized by United States law and the laws of the jurisdiction in which the einstein's legacy Software was obtained. In particular, but without limitation, the einstein's legacy Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the einstein's legacy Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10. Government End Users. The einstein's legacy Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

11. Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

12. Complete Agreement; Governing Language. This License constitutes the entire agreement between the parties with respect to the use of the einstein's legacy Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by einstein's legacy. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

Revised 01.August.2011