END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE OPENING THE ACCOMPANYING SOFTWARE (THE "SOFTWARE") PACKAGE OR CONTINUING WITH THE INSTALLATION PROCESS OF THE SOFTWARE. BY CLICKING ON THE "OK" OR "ACCEPT" BUTTON, OR BY OPENING THE SOFTWARE PACKAGE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON TO TERMINATE THE INSTALLATION PROCESS OR PROMPTLY RETURN THE UNOPENED PACKAGE AND THE REST OF THE PRODUCT TO YOUR SUPPLIER FOR A FULL REFUND.

1. License. Cognitive Devices ("Cognitive Devices") grants you a non-exclusive right and license to use the Software and the related documentation (the "Documentation") as set forth in this Agreement. You may use the Software on a single computer. You may make a single copy of the Software for backup and archival purposes only provided that any copy must contain all proprietary notices included in the original. You may use the Documentation to assist in your use of the Software. If you download the Software without physical delivery of Documentation, you may review the Documentation online, but you may not make further copies of the Documentation. You own the media on which the Software is recorded, but not the Software itself or any copy of it. This license is not a sale of the original or any copy of the Software.

2. Copying, Transferring or Modifying Software. The Software contains copyrighted material, trade secrets and other proprietary intellectual property. You may not permit concurrent use of the Software unless each user has an applicable license. You may not permit other individuals to use the Software except under the terms listed above. You may not decompile, disassemble, reverse-engineer or otherwise display the Software in human-readable form. You may not modify, translate, rent, lease, distribute or lend the Software, and you may not sell to others the right to use the Software on your computer. You may not remove any proprietary notices or labels on the Software. You may not copy, transfer, transmit, sublicense or assign this license or the Software except as expressly permitted in this Agreement. You agree that the terms of this paragraph apply to the Software or any portion thereof, whether owned by Cognitive Devices or Cognitive Devices' licensors.

3. Term and Termination. This Agreement and license are effective from the time you accept the terms of this Agreement until this Agreement is terminated. You may terminate this Agreement at any time by destroying all copies of the Software. This Agreement will terminate immediately and without further notice if you fail to comply with any provision of this Agreement. All obligations of confidentiality and restrictions on use, and all other provisions that may reasonably be interpreted to survive termination of this Agreement, will survive termination of this Agreement for any reason. Upon termination, you agree to destroy all copies of the Software.

5. Limited Warranty. If the Software is delivered using a computer storage media such as a CD ROM or diskette, Cognitive Devices warrants that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for ninety (90) days from the date you received the Software, as shown by your receipt. This warranty is limited to you and is not transferable. Cognitive Devices' entire liability and your exclusive remedy shall be, at Cognitive Devices' option (i) to replace the defective media; (ii) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) to refund the license fee you paid for the Software.

6. Warranty Disclaimers. THE SOFTWARE, THE DOCUMENTATION AND (EXCEPT AS PROVIDED IN SECTION 5) THE MEDIA UPON WHICH THE SOFTWARE IS RECORDED (IF ANY) ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY 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 Software and the Documentation is with you.
Cognitive Devices does not warrant that the functions contained in the Software will meet your requirements or operate in the combination that you may select for use, that the operation of the Software will be uninterrupted or error free, or that defects in the Software will be corrected. No oral or written statement by Cognitive Devices or by a representative of Cognitive Devices shall create a warranty or increase the scope of this warranty.

COGNITIVE DEVICES DOES NOT WARRANT THE SOFTWARE AGAINST INFRINGEMENT OR THE LIKE WITH RESPECT TO ANY COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY AND DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF ANY VIRUS, SOFTWARE ROUTINE OR OTHER SOFTWARE DESIGNED TO PERMIT UNAUTHORIZED ACCESS, TO DISABLE, ERASE OR OTHERWISE HARM SOFTWARE, HARDWARE OR DATA, OR TO PERFORM ANY OTHER SUCH ACTIONS.

Any warranties that by law survive the foregoing disclaimers shall terminate ninety (90) days from the date you received the Software as shown by your receipt.

7. Limitation of Liability. YOUR SOLE REMEDIES AND COGNITIVE DEVICES’ ENTIRE LIABILITY ARE SET FORTH ABOVE. IN NO EVENT WILL COGNITIVE DEVICES OR ITS DISTRIBUTORS OR DEALERS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE SOFTWARE, THE INABILITY TO USE THE SOFTWARE, OR ANY DEFECT IN THE SOFTWARE, INCLUDING ANY LOST PROFITS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

You agree that Cognitive Devices and its distributors and dealers will not be liable for defense or indemnity with respect to any claim against you by any third party arising from your possession or use of the Software or the Documentation.

In no event will Cognitive Devices' total liability to you for all damages, losses, and causes of action (whether in contract, tort, including negligence, or otherwise) exceed the amount you paid for this product.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, AND SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.


If the Commercial Computer Software Restricted rights clause at FAR 52.227-19 or its successors apply, the Software and Documentation constitute restricted computer software as defined in that clause and the Government shall not have the license for published software set forth in subparagraph (c)(3) of that clause.

The Software (i) was developed at private expense, and no part of it was developed with governmental funds; (ii) is a trade secret of Cognitive Devices (or its licensor(s)) for all purposes of the Freedom of Information Act; (iii) is "restricted computer software" subject to limited utilization as provided in the contract between the vendor and the governmental entity; and (iv) in all respects is proprietary data belonging solely to Cognitive Devices (or its licensor(s)).

9. Export Control Laws. You agree to comply with all laws, rules and regulations applicable to the export of the Software or the Documentation. Specifically, you shall not export, re-export or transship the Software or the Documentation, or the direct product thereof, in violation of any United States laws and regulations which may from time to time be applicable. None of the Software or underlying information or technology may be
downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, Serbia, Montenegro, North Korea, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Order. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

10. Governing Law; Venue. This Agreement shall be interpreted under and governed by the laws of the State of California, without regard to its rules governing the conflict of laws. Any dispute arising under or relating to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and the parties hereby irrevocably submit to the jurisdiction of such courts and waive all objections to such venue.

11. Attorneys’ Fees. In the event an action is filed to enforce this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover all the costs of such action, including reasonable attorneys' fees, whether before, during, or after trial, or on appeal, or in bankruptcy or arbitration proceedings.

12. Severability. If any provision of this Agreement is held illegal or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions of this Agreement shall remain in effect and the invalid provision deemed modified to the least degree necessary to remedy such invalidity.

13. Assignment. You may not transfer or assign this Agreement for any reason without the prior written consent of Cognitive Devices.

14. Entire Agreement. This Agreement is the complete agreement between Cognitive Devices and you and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

If you have any questions concerning this Agreement, you may write to Cognitive Devices, 68 Maywood Way, San Rafael, California 94901.

The trademarks Cricut, Cricut DesignStudio, Cricut Essentials, Cricut Expression and related logos and graphics are trademarks and copyrighted works of Provo Craft and Novelty, Inc. and may not be used or reproduced without permission. © 2005-2008 All rights reserved.