



1354 East 3300 South, Suite 300
Salt Lake City, UT
84106

The Digital Ranch – Course Builder Electronic End-User Software License Agreement

This agreement is considered a legal document and should be read carefully before using Course Builder for development. It consists of a license agreement as well as warranty information and liability disclaimers. By using this product you become bound to all terms and conditions of this agreement.

1. Definitions

- (a) "Course Builder" means templates and code used to create a course/test for publishing to the WEB.
- (b) "Not for Resale (NFR)" means a version of Course Builder for review and evaluation purposes, only.
- (c) "Course Builder Engine" means the portion of the software required in order for Course Builder to operate on the host server including Active Server Pages and HTML code, etc.
- (d) "Site License" means one license of "Course Builder" per department/division within an organization which allows that department/division to utilize the tool for course/test development. Accessing "Course Builder" for course/test taking is unlimited.

2. License

This Agreement allows you to:

- (a) Purchase a multi-seat development license of Course Builder for your department/division (smallest unit) to develop or modify courses/tests. The tool is multi-user in that more than one course/test can exist allowing one development person to be in each course/test simultaneously.
- (b) Provide unlimited # of courses/tests to an unlimited # of course/test takers. The course/test created, or product of the Course Builder tool allows more than one person to be taking the same course/test at the same time.

3. License Restrictions

Other than as set forth in Section 2, you may not make or distribute copies of Course Builder, or electronically transfer the templates or code from one computer to another or over a network. You may not decompile, reverse engineer, disassemble, or otherwise reduce Course Builder to a human-perceivable form. You may not rent, lease or sub-license Course Builder. You may not modify Course Builder or create derivative works based upon the templates or code. You may not export Course Builder into any country

prohibited by the United States Export Administration Act and the regulations there under.

4. Ownership

The foregoing license gives you limited rights based on the Site License purchased to use Course Builder for course/test development. Although you may own the media and content placed in the individual courses/tests created, you do not become the owner of Course Builder itself. The Digital Ranch retains title to, the Course Builder templates and source code. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by The Digital Ranch.

5. Limitations of Damages

(a) The Digital Ranch shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise.

6. Limited Warranties

The Digital Ranch warrants that, for a period of ninety (90) days from the date of delivery, Course Builder shall work as designed. No oral or written information or advice given by The Digital Ranch, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty. If the code has been modified in any way, the warranty is no longer in effect and The Digital Ranch, is no longer bound by its' terms. Technical Support beyond implementation will be charged at an hourly rate.

7. General

This Agreement shall be governed by the internal laws of the State of Utah, USA. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement shall be directed to: The Digital Ranch, 1354 E. 3300 S. #300, Salt Lake City, UT