

DesignaKnit9 - Licence Agreement

You should carefully read the following terms and conditions before using DesignaKnit 9 ("the Software"). Unless you have a different licence agreement signed by Soft Byte Ltd, your use of this software indicates your acceptance of this licence agreement and warranty. If you do not accept these terms you must not install the Software and must cease using this software immediately.

Copyright

DesignaKnit 9 copyright © 2015 is held by Soft Byte Ltd., all rights reserved.

Use of the Software

You shall not modify, decompile, disassemble, or otherwise reverse engineer the Software or the optical disk on which it may be supplied. Any such unauthorized use shall result in immediate and automatic termination of this Agreement.

One registered copy of the Software may be used in only one of the following two ways.

(a) One person is licensed to use the Software on up to two computers at any one time. When a computer is no longer used by the Customer, the licence may be transferred to a replacement computer.

(b) One computer is licensed to have the Software used by any number of persons, one at a time, while physically present at the computer. Each person so licensed must be the Customer, an employee of the Customer, an employee of a Customer's subsidiary company, or a third party consultant retained by the Customer to perform information technology functions. Each licensed person who is not the Customer ("Third Party") may use the Software solely for Customer's internal business operations and benefit, and for no other purpose whatsoever. Customer shall ensure that such Third Party complies with the terms of this Licence Agreement and will be responsible for any breach by such Third Party. When the computer is no longer used by the Customer or Third Party, the licence may be transferred to a replacement computer.

Transferring a licence is done by uninstalling the Software from the old computer and installing the Software on the replacement computer. To complete the process the DesignaKnit distributor will provide a replacement key number.

Breach of the conditions described in paragraphs (a) or (b) shall result in automatic termination of this Agreement.

Warranty - disk

With respect to the disk enclosed herein, Soft Byte Ltd warrants the same to be free from defects in materials and workmanship for a period of 60 days from the date of purchase. In the event of notification within the warranty period, Soft Byte or its agents will replace or amend the defective disk. The remedy for breach of this warranty shall be limited to replacement or amendment and shall not encompass any other damages, including but not limited to loss of profit, and special, incidental, consequential, or other similar claims.

Warranty - cable links

With respect to the DesignaKnit cable links, USB to serial converters, magnet arms, and Knitlink platforms, Soft Byte Ltd warrants the same to be free from defects in materials and workmanship for a period of 2 years from the date of purchase. In the event of notification within the warranty period, Soft Byte or its agents will replace or amend the defective cable link. The remedy for breach of this

warranty shall be limited to replacement or amendment and shall not encompass any other damages, including but not limited to loss of profit, and special, incidental, consequential, or other similar claims.

Disclaimer

Soft Byte Ltd and its agents specifically disclaim all other warranties, expressed or implied, including but not limited to implied warranties of merchantability. In no event shall Soft Byte Ltd or its agents be liable for any loss of profit or any other commercial damage, including but not limited to special, incidental, consequential or other damage.

Your work

Any printouts that you have made with the Software are your property and you are free to publish them or sell them. The same applies to stitch patterns and shaping data files that you have made using the Software.

Soft Byte LTD

<https://softbyte.co.uk>