

End User License Agreement

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. BY CLICKING ON THE "**ACCEPT**" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "**ACCEPT**" BUTTON.

License Grant

The package contains software and related audio/visual media ("Software") and explanatory written or web published materials ("Documentation"). "Software" includes any upgrades, modified versions, updates, additions and copies of the Software, either provided on a CD-ROM or provided as part of a website. "You" means the person or company who is being licensed to use the Software or Documentation. "We" and "us" means **Kesed Seminars DBA Becoming What God Intended Seminars (BWGI)**.

We hereby grant you a nonexclusive license to use one copy of the Software on any single computer, provided the Software is in use on only one computer at any time. The Software is "in use" on a computer when it is loaded into temporary memory (RAM) or installed into the permanent memory of a computer—for example, a CD-ROM drive or other storage device.

If this Software is to be used with a group, each member of the group is bound by the terms of this license agreement, and each group member is required to purchase one copy each of the Becoming What God Intended workbook. In addition, one copy each of the Becoming What God Intended Facilitator's Guide and Audio Tape Set must be purchased for use by the group and group leader.

Title

We remain the owner of all right, title and interest in the Software and Documentation.

Archival or Backup Copies

If the Software is provided on a CD-ROM, you may make one copy of the CD-ROM portion of the Software solely for backup or archival purposes. If the Software is provided solely on our website, no copies are allowed.

Things You May Not Do

The Software and Documentation are protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material--for example a book. You may not:

- copy the Documentation,
- copy the Software except to make archival or backup copies as provided above,
- modify or adapt the Software or merge it into another program,
- reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software,
- place the Software onto a server so that it is accessible via a public network such as the Internet, or
- sublicense, rent, lease or lend any portion of the Software or Documentation.
- Use the Software or Software components independently from your computer web browser, including direct use of audio/visual components contained on the CD-ROM.
- Make copies of web pages or audio/visual components of the Software for use other than temporary files to support the function of the web browser during normal use of the Software.

Sole Use

You may not transfer your rights to use the Software and Documentation to another person or legal entity. Your purchase of the Software is for your personal use only, or in conjunction with a group as described above, within the limits imposed by this Agreement.

Mentoring

Included with some versions of the Software is a preset amount of mentoring provided through the Software in the form of interactions by email, and by Software components Personal Messaging System and Student Forum, and optionally by telephone by scheduling an appointment to call your mentor. If included, your mentor is assigned shortly after you start using the Software. The mentor's time is expended in review and grading of your submitted quizzes, tests, and other written material required from you as part of the course process. Additional mentor time is expended in creating responses to your questions posted on the Student Forum or by Personal Messaging System or email, or by telephone conversation.

If mentoring is included, a record is kept for all mentor activities on your behalf. We are the sole arbitrator for disputes associated with your mentor time, and will provide a written account of mentor time expended on your behalf for your review on request. At our sole discretion, if substance is found in any complaint about the mentor time spent on your behalf, additional mentor time may be assigned to your account. You also may purchase additional mentor time directly on the website.

Limited Warranty

We warrant that for a period of **90** days after delivery of this copy of the Software to you, or for the period prior to your account deactivation described below, whichever is shorter:

- any physical media on which a copy of the Software is distributed will be free from defects in materials and workmanship under normal use, and
- the Software will perform in substantial accordance with the description on our website.
- Information and assistance provided to you by our mentors is warranted “as is.”

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Limited Remedy

Our entire liability and your exclusive remedy shall be:

- the replacement of any diskette(s) or other media not meeting our Limited Warranty which is returned to us or to an authorized Dealer or Distributor with a copy of your receipt, or
- if we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Account Deactivation, Term and Termination

This license agreement takes effect upon your purchase of the software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to either return to us or destroy all copies of the Software and Documentation in your possession.

In any event, the use of the software materials is limited from the date of receipt. The time period begins when you first log into your Software web account. When the time limit expires, your web account will automatically terminate. Alternatively, if you complete the course early, your account will automatically terminate within 7 days of completion. The time limits imposed are as follows:

1. Full Interactive course (Foundations and Applications CD-ROM plus website):
24 weeks
2. Half Interactive course (Foundations or Applications CD-ROM plus website):
12 weeks
3. Basic course (website only, no CD-ROM): 16 weeks

In addition to these time limits, an additional time limit may be imposed when the full course is taken for graduate credit by the institution granting credit.

When the time limited is reached, access to the website through the CD-ROM will be deactivated. For CD-based Software cases, access to the Becoming What God Intended workbook will be available on the CD-ROM beyond the time limit. For these cases, license is granted for your sole use of the Becoming What God Intended workbook on the CD-ROM as long as this warranty is valid.

Confidentiality

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

General Provisions

1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any and all prior oral or written agreements, negotiations or other dealings between us concerning the Software.

2. This license agreement may be modified only in writing signed by you and us.
3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
4. This license agreement is governed by the laws of the State of **California**.
5. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.