

# IDG Books Worldwide, Inc.

## End-User License Agreement

**READ THIS.** You should carefully read these terms and conditions before opening the software packet(s) included with this book ("Book"). This is a license agreement ("Agreement") between you and IDG Books Worldwide, Inc. ("IDGB"). By opening the accompanying software packet(s), you acknowledge that you have read and accept the following terms and conditions. If you do not agree and do not want to be bound by such terms and conditions, promptly return the Book and the unopened software packet(s) to the place you obtained them for a full refund.

- 1. License Grant.** IDGB grants to you (either an individual or entity) a nonexclusive license to use one copy of the enclosed software program(s) (collectively, the "Software") solely for your own personal or business purposes on a single computer (whether a standard computer or a workstation component of a multiuser network). The Software is in use on a computer when it is loaded into temporary memory (RAM) or installed into permanent memory (hard disk, CD-ROM, or other storage device). IDGB reserves all rights not expressly granted herein.
- 2. Ownership.** IDGB is the owner of all right, title, and interest, including copyright, in and to the compilation of the Software recorded on the disk(s) or CD-ROM ("Software Media"). Copyright to the individual programs recorded on the Software Media is owned by the author or other authorized copyright owner of each program. Ownership of the Software and all proprietary rights relating thereto remain with IDGB and its licensors.
- 3. Restrictions On Use and Transfer.**
  - (a)** You may only (i) make one copy of the Software for backup or archival purposes, or (ii) transfer the Software to a single hard disk, provided that you keep the original for backup or archival purposes. You may not (i) rent or lease the Software, (ii) copy or reproduce the Software through a LAN or other network system or through any computer subscriber system or bulletin-board system, or (iii) modify, adapt, or create derivative works based on the Software.
  - (b)** You may not reverse engineer, decompile, or disassemble the Software. You may transfer the Software and user documentation on a permanent basis, provided that the transferee agrees to accept the terms and conditions of this Agreement and you retain no copies. If the Software is an update or has been updated, any transfer must include the most recent update and all prior versions.

**4. Restrictions on Use of Individual Programs.** You must follow the individual requirements and restrictions detailed for each individual program in the Appendix of this Book. These limitations are also contained in the individual license agreements recorded on the Software Media. These limitations may include a requirement that after using the program for a specified period of time, the user must pay a registration fee or discontinue use. By opening the Software packet(s), you will be agreeing to abide by the licenses and restrictions for these individual programs that are detailed in the Appendix and on the Software Media. None of the material on this Software Media or listed in this Book may ever be redistributed, in original or modified form, for commercial purposes.

**5. Limited Warranty.**

(a) IDGB warrants that the Software and Software Media are free from defects in materials and workmanship under normal use for a period of sixty (60) days from the date of purchase of this Book. If IDGB receives notification within the warranty period of defects in materials or workmanship, IDGB will replace the defective Software Media.

(b) **IDGB AND THE AUTHOR OF THE BOOK DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE PROGRAMS, THE SOURCE CODE CONTAINED THEREIN, AND/OR THE TECHNIQUES DESCRIBED IN THIS BOOK. IDGB DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE.**

(c) This limited warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.

**6. Remedies.**

(a) IDGB's entire liability and your exclusive remedy for defects in materials and workmanship shall be limited to replacement of the Software Media, which may be returned to IDGB with a copy of your receipt at the following address: Software Media Fulfillment Department, Attn.: *Visual Basic 6 Database Programming Bible*, IDG Books Worldwide, Inc., 10475 Crosspoint Blvd., Indianapolis, IN 46256, or call 1-800-762-2974. Please allow three to four weeks for delivery. This Limited Warranty is void if failure of the Software Media has resulted from accident, abuse, or misapplication. Any replacement Software Media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

- (b) In no event shall IDGB or the author be liable for any damages whatsoever (including without limitation damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising from the use of or inability to use the Book or the Software, even if IDGB has been advised of the possibility of such damages.
- (c) Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation or exclusion may not apply to you.

**7. U.S. Government Restricted Rights.** Use, duplication, or disclosure of the Software by the U.S. Government is subject to restrictions stated in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in subparagraphs (a) through (d) of the Commercial Computer — Restricted Rights clause at FAR 52.227-19, and in similar clauses in the NASA FAR supplement, when applicable.

**8. General.** This Agreement constitutes the entire understanding of the parties and revokes and supersedes all prior agreements, oral or written, between them and may not be modified or amended except in a writing signed by both parties hereto that specifically refers to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict herewith. If any one or more provisions contained in this Agreement are held by any court or tribunal to be invalid, illegal, or otherwise unenforceable, each and every other provision shall remain in full force and effect.