THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE AMERICAN FISHERIES SOCIETY FISHERIES INFORMATION AND TECHNOLOGY SECTION. CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO INSTALLING THE SOFTWARE. INSTALLING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

- 1. License: The License Agreement ("Agreement") grants you the use of the FAMS software ("Software"). This version of the Software is intended for your personal/commercial use. You may not modify, translate, reverse engineer, decompile, disassemble, and otherwise attempt to derive source code from the Software (except to the extent applicable laws specifically prohibit such restriction). You are granted a revocable, non-assignable limited license to create derivative works of this software solely for your own personal/commercial use and may publicly display such derivative works. The Software may not be copied, except as provided below, resold, rented, leased, distributed (electronically or otherwise) or bundled with any other product or service. A single copy of FAMS may be used by certified educational institutions for teaching purposes only for 1) installation on a limited access network (single server with multiple terminals) whereby only students registered in a class have access to it for class or 2) installation on individual computers wholly owned by the educational institution and used solely for instruction of students, with each machine secured to prevent copying or downloading software from it and whereby only students registered in a class have access to it for class purposes. All rights not expressly granted are reserved.
- 2. Title & Copyright: Title, ownership, and intellectual property rights in and to the Software, and derivatives thereof, remain with Midwest Lake Management, Inc. The Software is protected by United States and international copyright laws and international treaty provisions. Do not remove, obscure, or alter any notice of patent, copyright, trademark, trade secret or other proprietary rights.
- 3. Term: This Agreement is effective until terminated. This Agreement and your rights to use the Software terminate automatically if you violate any part of this Agreement.
- 4. Limited Warranty: I have made reasonable checks of the Software to confirm that it will perform during normal use on compatible equipment. However, due to the inherently complex nature of computer software; I do not warrant that the Software is error-free, will operate without limitation, is compatible with all equipment and software configurations, or will otherwise meet your needs. I warrant that for ninety (90) days from receipt of the Software, the Software shall be free of defects in materials or workmanship under normal use. If any such defect appears within such ninety (90) day period, the software may be returned for replacement without charge. ACCORDINGLY, THE SOFTWARE IS PROVIDED AS-IS, AND YOU ASSUME ALL RISKS ASSOCIATED WITH ITS USE. I MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. I WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATIONS, LOSS OF INCOME, USE, OR INFORMATION.

- 5. General: This Agreement constitutes the entire Agreement and supersedes any prior written or oral Agreement concerning the contents of the Software.
- 6. Governing Law: The performance, validity, rights and interpretation of this License will be governed by the laws of the State of Maryland.
- 7. Contact: Jeff Slipke, jeff@midwestlake.com