



## BTBP Terms and Conditions for Sale and Service

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The following general information applies to all orders.

### Shipping Terms:

All orders are F.O.B. San Jose; California, U.S.A. Ownership of the software license transfers to the customer at the shipping point. Brightex Bio-Photonics LLC does not cover insurance during transit. Customer is responsible for all duties, taxes, and insurance.

### Delivery:

Delivery date is dependent upon when payment is made. Once BTBP has received payment and complete end-user information, we will process your order within one to three business days.

Sales are subject to BTBPs [End User License Agreement](#)

### Prepayment is required. Payment options:

Credit card: Visa, Discover; AE or MasterCard (include card number; card PIN and expiration date)

Check made payable to: Brightex Bio-Photonics. (in U.S. dollars, drawn on a U.S. bank)

Mail to:  
BTBP  
359 Piercy Road  
San Jose, CA. 95138 USA

COD (Payment due upon receipt) (Available in the United States only)

Bank wire transfer: Please contact BTBP for wire instructions.

### Validity:

Prices are good until the end of the month.

### Placing current support orders:

Current support orders include one year of support and upgrades via download from the web. This is a non-deliverable order. User information and system hardware and software serial number are required to purchase current support. The serial number can be found on the back of the system or the original CD; running the software and pressing the F10 function key. A box will appear showing the system serial number. Current support orders are non-refundable and also non-transferable. Current support orders are processed within one to three business days. If you are renewing a support contract that has already expired, please allow up to three business days before you attempt to download the latest See BTBP Web site for updated information on all our products.



**Return Policy:**

BTBP offers a 15 day return period on BTBP products. Returns must be made within 15 days of invoice date. 25% restocking fee applies. BTBP's Support, Upgrades, Manuals, Key Conversions, and Custom Work are non-refundable. Training online or on site are non-refundable, and any training cannot be transferred to alternate sessions.

**Changing registered user information on a key:**

Procedures to change registered user information can be found on BTBP web site.

**BTBP End User License Agreement**

Before you open this package, you should carefully read the terms and conditions of this license agreement. By opening the package, you are consenting to be bound by and are becoming a party to this license agreement. If you object to the terms of this agreement, return the unopened package within 7 days of purchase for a refund.

**License Term.** BTBP hereby grants to the end user ("you") a non-exclusive, non-transferable license to use its proprietary computer software product ("Software") and Hardware where applicable contained in this package subject to the following terms and conditions. The term of this license commences upon delivery of the Software and the Hardware to you and is perpetual unless terminated upon default or as otherwise set forth herein. The license is personal to you and may not be transferred without the prior consent of BTBP. You may physically move the Software from one computer to another provided that the Software is used only on one computer at a time. BTBP will provide technical support and maintenance of the Software and Hardware for a period of three months. Additional support and maintenance is available upon payment of an additional charge.

**Title.** Title, and ownership right, and intellectual property rights in and to the Software shall remain in BTBP. You may not loan, lease, or rent the Software. You acknowledge that the Software in source code form remains a confidential trade secret of BTBP and therefore you agree not to decompile, decipher, reverse engineer, create derivative works of, or develop source code for the Software or knowingly allow others to do so. You also agree not to tamper with, or attempt to defeat the purpose of the software key lock supplied as part of the Software, or to knowingly allow others to do so. You will own only the physical media on which the program or its related documentation are recorded or fixed.

**Limited Warranty.** BTBP warrants the physical media, hardware, and documentation provided by BTBP to be free of defects in material and workmanship for a period of Three months from the purchase date. If BTBP receives notification within the warranty period of defects in materials or workmanship, and such notification is determined by BTBP to be correct, BTBP will replace the defective materials. You may be required to return defective materials to BTBP prior to replacement. You are responsible for any shipping charges for replacement parts. BTBP is not responsible for problems caused by changes made after the publication of the program in the operating characteristics of computer hardware or operating systems, nor for problems in the interaction of the program with non-BTBP software components. The entire and exclusive liability and remedy for breach of this Limited Warranty shall be limited to replacement of defective media, hardware, or documentation provided by BTBP, and shall not include or extend to any claim for or right to recover any other damages, including but not limited to, loss of profit, data or use of the software, or special, incidental or consequential damages or other similar claims, even if BTBP has been specifically advised of the possibility of such damages. In no event will BTBP's liability for any damages to you or any other person ever exceed the actual price paid for the license to use the



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WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BTBP DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THE OPERATION, RESULTS, OR DATA GENERATED BY THE SOFTWARE WILL BE ERROR FREE.

**Limitation of Liability.** Your sole and exclusive remedies for any damage or loss in any way connected with the Software, whether by BTBP's breach of any express or implied warranty, negligence, or any breach of any other duty, shall be, at BTBP's option, repair or replacement of the Software or return for a refund of the price paid by you for a license to such software. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BTBP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF THE PRICE PAID BY YOU FOR A LICENSE TO THE SOFTWARE, EVEN IF BTBP SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

**Termination.** This license is effective until terminated. You may terminate it by destroying the program and documentation and all copies thereof. Either party may terminate this Agreement immediately in the event of breach of the terms of this Agreement. Upon termination of this Agreement, you shall immediately discontinue the use of the Software and shall within 10 days return to BTBP all copies of the Software and Hardware. Your obligations to pay accrued charges and fees shall survive any termination of this Agreement.

**Miscellaneous.** The acceptance of any purchase order placed by you for the Software and hardware is expressly made conditional on your assent to the terms and conditions set forth herein, and BTBP agrees to furnish the Software only upon these terms and conditions and not those contained in your purchase order. If any provision of this Agreement is held to be ineffective, unenforceable, or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability (I) of such provision under other circumstances, or (II) of the remaining provisions hereof under all circumstances and such provision shall be reformed to and only to the extent necessary to make it effective, enforceable, and legal under such circumstances. This Agreement shall be governed by and construed under California State law, except as required by U.S. Government rules and regulations to be governed by Federal law.