

## **Backup4all End User License Agreement**

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

### **1. License grant**

- A. DESKTOP LICENSE - Upon issuance of a valid REGISTRATION KEY for DESKTOP LICENSE by SOFTLAND to you, this EULA grants you the right to store, load, install, execute or display one copy of the SOFTWARE on one of your computers ("DESKTOP COMPUTER"). If you intend to store, load, install, execute or display the SOFTWARE on multiple DESKTOP COMPUTERS you need separate DESKTOP LICENSES for each DESKTOP COMPUTER, or SITE, COUNTRY, WORLDWIDE LICENSE.
- B. NETWORK LICENSE - Upon issuance of a valid REGISTRATION KEY for NETWORK LICENSE by SOFTLAND to you, this EULA grants you the right to store, load, install, execute or display the SOFTWARE on a number of your computers equal to the number of licenses purchased.
- C. SITE LICENSE - Upon issuance of a valid REGISTRATION KEY for SITE LICENSE by SOFTLAND to you, this EULA grants you the right to store, load, install, execute or display unlimited copies of the SOFTWARE on your computers for your offices that are located within the borders of one statoid (defined as a "major administrative division of your country" - such as state, province, region, governorate, prefecture, district).
- D. COUNTRY LICENSE - Upon issuance of a valid REGISTRATION KEY for COUNTRY LICENSE by SOFTLAND to you, this EULA grants you the right to store, load, install, execute or display unlimited copies of the SOFTWARE on your computers for your offices that are within the borders of one country.
- E. WORLDWIDE LICENSE - Upon issuance of a valid REGISTRATION KEY for WORLDWIDE LICENSE by SOFTLAND to you, this EULA grants you the right to store, load, install, execute or display unlimited copies of the SOFTWARE on your computers all over the world.

"Your Computer" means that the computer is wholly owned, rented or leased by you. "You" means the company, entity or individual whose funds are used to pay the license fee.

You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of

the SOFTWARE's programming features. This license is not transferable to any other system, or to another company, entity or individual.

## **2. Trial**

This SOFTWARE is not free. When you first obtain a copy of the SOFTWARE, you are granted an evaluation period of not more than 30 days.

During the 30 day evaluation period, the SOFTWARE has no functionality limitations. If you desire to use the SOFTWARE after this period, you must register to SOFTLAND as described in the documentation accompanying the SOFTWARE.

Otherwise you must remove the SOFTWARE from your system.

You are expected to use the SOFTWARE on your system and to thoroughly evaluate its usefulness and functionality before making a purchase. This "try before you buy" approach is the ultimate guarantee that the SOFTWARE will perform to your satisfaction; therefore, you understand and agree that there is no refund policy for any purchase of the SOFTWARE.

## **3. Ownership**

The SOFTWARE is owned and copyrighted by SOFTLAND. Your license confers no title or ownership of the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

## **4. Distribution**

You may make and distribute unlimited copies of the SOFTWARE, as long as each copy that you make and distribute contains this agreement, the SOFTWARE installer, and the same copyright and other proprietary notices pertaining to this SOFTWARE. If you download the SOFTWARE from the Internet or similar on-line source, you must include the SOFTLAND copyright notice for the SOFTWARE with any on-line distribution and on any media you distribute that includes the SOFTWARE.

## **5. Restrictions**

You may not rent, lease, sub-license, transfer, or sell the SOFTWARE. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the SOFTWARE. You may not alter or modify the installer program or create a new installer for the SOFTWARE.

## **6. Copyright**

The SOFTWARE is licensed, not sold. The SOFTWARE and all rights are owned by SOFTLAND and/or its suppliers and are protected by copyright law and international copyright treaties. You acknowledge that no title to the intellectual property in the

SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of SOFTLAND and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license.

#### **7. Termination**

The License is in effect until terminated. You may terminate this License at any time by ceasing any and all use of the SOFTWARE, and deleting or destroying the SOFTWARE. This agreement shall terminate automatically upon breach of any term of this agreement. Upon termination you shall destroy all copies of the SOFTWARE. Sections titled "Ownership", "Restrictions", "Copyright", "No Warranty, No Liability", "Governing Law" and "Entire Agreement" shall survive any termination of this agreement.

#### **8. No Warranty, No Liability**

SOFTLAND AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. SOFTLAND AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL SOFTLAND OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SOFTLAND REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU HEREBY ASSUME THE ENTIRE RISK OF ALL USE OF THE COPIES OF SOFTWARE COVERED BY THIS LICENSE.

#### **9. Governing Law**

This agreement is governed by the laws of Romania. Any claim, dispute or controversy with respect to, in connection with or arising out of this agreement shall be subject to and decided by arbitration in the City of Cluj-Napoca, County of Cluj, Romania. If any part of this agreement is found void and unenforceable by a court of competent jurisdiction, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.

#### **10. Entire Agreement**

This is the entire agreement between you and SOFTLAND that supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

Copyright © 2002-2008 Softland. All rights reserved.