# digestIT<sup>TM</sup> 2004 - Version 3.0.2004 Copyright © 2003 by Kenneth Ballard. All rights reserved.

## **END-USER LICENSE AGREEMENT**

This license agreement is a legally binding contract between you, the licensee, and the author, the licensor. Regardless of whether you received this software from a third party or directly from the author, your obligation under this license agreement is with the author.

# **Definitions**

From this point forward, "the software" refers to the software title at the top of this license agreement, "you" refers to the licensee of the software, "the author" refers to the original author or the copyright holder, and "media" refers to the physical medium (floppy disk, CD-ROM, etc.) upon which you obtained the software or an archive file or single installation file obtained from the Internet, a network, or third party.

# License

#### YOU MAY:

- 1. Use the software on any and/or all computers of which you have authorized control and/or title.
- 2. Distribute the software in any medium without charge or profit, provided all accompanying documentation, if any, remains fully intact and is distributed with the software.

### YOU MAY NOT:

- 1. Distribute any accompanying documentation separate from the whole.
- 2. Distribute the software as a part of a commercial package.
- 3. Distribute any components of the package separate from the whole.
- 4. Reverse engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code to the software, or create derivative works based on the software.
- 5. Sublicense, rent, lease, or in any way attempt to license this software to a third party outside the terms of this agreement.

Any other rights not expressed in this license agreement are stricly reserved with the author.

## TERMINATION:

You may voluntarily terminate this license agreement at any time by removing the software from any and all computers upon which it is installed and by destroying the media upon which you obtained the software. If you violate this license agreement in any way, your license agreement will be terminated immediately and you must remove the software from any and all computers upon which it is installed and destroy the media upon which it was obtained. Violations may also be subject to criminal and/or civil penalties as provided by applicable State and Federal laws.

### Warranty

The software is provided "as-is" with no warranty of any kind, including implied warranties of merchantability and fitness for any purpose. Some states do not allow the exclusion of implied warranties, so this exception may not apply to you. Use of this software is at your own risk.

In no event will the author be liable for any damages arising out of the use of the software, including incidental, consequential, general or special damages arising out the use or inability to use the software (including but not limited to data loss or data being rendered inaccurate, or losses sustained by you or third parties). You agree to hold

the author harmless against all claims, losses, liabilities, and expenses arising from the use of this software.

# Jurisdiction

Use of the software is governed by this license agreement, the laws of the State of Iowa, and the laws of the United States of America. Export and import restrictions may apply to the distribution of the software.