

SiSoft Sandra - The Diagnostic Tool, License & Copyright Document

Software License Agreement

This **License** document, describes the terms and conditions by which *SiSoft Software Ltd.* (*C. A. Silasi*) will license other parties to distribute this software program which is intended solely for distribution as “**shareware**”. No use, reproduction or distribution of the *Program*, or of copies of the *Program*, is authorised except in compliance with the terms and conditions set forth below.

For program information, see the ***Read Me!*** document. For ordering information, see the ***Ordering Information*** document.

This file is in *Microsoft Word 6.0* format. If you do not have *Word for Windows*, *WordPad* or *Word for Windows Viewer* most word processors can convert it into their own format. Should they fail, import it as Windows text.

Using Windows Word/WordPad to View This Document

If you enlarge the WordPad window to its maximum size, this document will be easier to read. To do so, click the ***Maximise*** button in the upper-right corner of the window. Or, open the ***Control*** menu in the upper-left corner of the WordPad window (press **ALT+SPACE**), and then choose the ***Maximise*** command.

To move through the document, press **PAGE UP** or **PAGE DOWN** or click the arrows at the top and bottom of the scroll bar along the right side of the WordPad window.

To print the document, choose the **Print** command from the ***File*** menu.

For **Help** on using WordPad, press **F1**.

To read other on-line documents, choose the **Open** command from the ***File*** menu.

Introduction

“**SiSoft Sandra**” or just “**Sandra**” (The “*System ANalyser, Diagnostic and Reporting Assistant*”) is an Information/Diagnostic tool for Windows 95/NT. It was designed to run on Intel hardware platforms (especially Windows 95).

“**SiSoft Software Ltd.**” is, at the time of writing, constituted by me, ***Catalin-Adrian Silasi***. As far as I know, there is no other company with this name. Any resemblance to any real/fictional company is purely coincidental.

The “*Program*”, “*Software*” or “*Material*” mean all the files and associated files that come with the original package that were created by the Author. All the other files are used by permission and are the propriety of their respective owners. The “*Author*” is the copyright holder of the program (***Catalin-Adrian Silasi - C. A. Silasi for short***).

The “*Install/Uninstall Program*” or “*Installer*” is the property of it’s manufacturer and has been used by permission.

The Program is protected by copyright laws and international treaties. The Author is the exclusive world-wide licensor of the Program, and the copyrights and other proprietary rights there in. The Program is intended solely for distribution as **shareware** (i.e., “**try-before-you-buy**” software); it is **not** “*public domain*” or free software or “*freeware*”. See below for a definition of these terms. The distribution of the Program in accordance with the provisions of this Software Licence Agreement is encouraged. Any use, copying or distribution of the Program, or of any copies or elements thereof, that is not in compliance with the terms and conditions of this Agreement is prohibited.

You should carefully read the following terms and conditions before using this software. Unless you have a different license agreement signed by the Author your use of this software you indicates your acceptance of this license agreement and warranty.

General Terms and Conditions

SiSoft Sandra is **Copyrighted** by me, © **Catalin-Adrian Silasi**, © 1992-1997, **ALL RIGHTS RESERVED**.

The Author authorises posting, usage, distribution and/or copying of the Program only in accordance with the following terms and conditions:

- The Author shall be credited as the owner of the Program in all distribution of the Program.
- The Program shall be identified by name and shall be identified as **shareware** in all distribution.
- You **may** copy and/or distribute the Program only in its original, unaltered form, with all files included unmodified, and without making any additions, modifications or deletions except as provided in this paragraph. You **may not** modify the Program or any of its files, and the Program must be distributed as a complete package. You **may not** change, delete, merge or rename any files or elements of the Program in any manner, and you **may not** add any files or new elements (except for installation routines which do not interfere with the proper operation or installation of the Program).

- You **may not** decompile, recompile, disassemble, reverse engineer, adapt or create derivative works of the Program.
- Since the Program is intended for distribution only as **shareware**, you shall not charge any fee or other compensation for the Program, although you may charge a distribution fee for costs associated with distributing the Program. You are permitted, and encouraged, to make and distribute copies of the Program to your friends, family members and co-workers for your and their private non-commercial use, in compliance with the terms and conditions hereof.
- You recognise that your right to distribute the Program is nonexclusive and that the Author can terminate the license granted to you at any time for any reason upon notice. The Author reserves the right to withhold or withdraw permission to distribute the Program from anyone at any time for any reason. The other provisions hereof shall survive any expiration or termination of this Agreement.
- You shall take reasonable steps to ensure that the Program and any other software, documentation and other materials distributed with the Program are free from viruses.
- You may not use, copy, modify, distribute or transfer the Program or any element thereof in whole or in part, except as expressly provided for herein.
- You may not “**rent**” or “**lease**” the Program to anyone.
- The Author reserves the right to update the contents of the Program and its associated files, documentation and/or other elements, at its discretion from time to time, without the consent of, or any obligation to, any licensed users or distributors.
- You will hold the Author and all family members harmless from and against any and all claims, actions, damages, losses, liabilities, costs and expenses arising directly or indirectly from your acts and omissions in copying and distributing the Program.
- The name of the program, “**Sandra**”, has no connection whatsoever, express or implied, with any person or object, real or fictional with the same name living or deceased. Any resemblance is purely coincidental.
- If any provision of this Agreement is held to be void, invalid or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms and conditions.
- This agreement shall be governed by the laws of the United Kingdom.

Shareware License: Evaluation and Registration

This is not free software. Subject to the terms stated you are hereby licensed to use this software for evaluation purposes without charge for a period of **30 days**. If you use this software after the evaluation period, registration is required. See the ***Ordering Information*** document for more information.

Unregistered use of the program after the evaluation period is in violation of UK and international copyright laws.

Registered Versions (Professional & Enterprise)

One registered copy of the Program may either be used by a single person who uses the software personally on one or more computers, or installed on a single workstation used non-simultaneously by multiple people, but not both.

You may access the registered version of the Program through a network, provided that you have obtained individual licenses for the software covering all workstations that will access the software through the network. This may or may not be enforced by the software itself depending on the network. Each different workstation that accesses the Program on the network must have its own Program license.

Program Distribution License

Distribution by BBS, on-line Services, FTP, FSP, News, WWW, Other File Transfer Protocols: The program and associated files **may** be copied, used and posted without charge and permission as long as the *General Terms and Conditions* set forth above are complied with.

Distribution on Floppy Disk / CD-ROM / Other Disk Types in a non-retail environment: The program and associated files **may** be copied, and used and posted without charge and permission as long as the *General Terms and Conditions* set forth above are complied with.

Distribution on Floppy Disk / CD-ROM / Other Disk Types by Anonymous access FTP/WWW Shareware Archives: (e.g., *WinSite*, *SimTel*, *Windows95*, etc.) The program and associated files **may** be copied, used and posted without charge and permission as long as the *General Terms and Conditions* set forth above are complied with.

Other (e.g. Retail not covered above) CD-ROM Shareware Distribution You **may not** distribute the program without obtaining **explicit** permission from the Author. Generally a CD would be appreciated.

Internet Providers Disk / CD-ROM / etc. Connection Kit: You **may** distribute this program on your connection kit *only as bundled (useful) shareware* without charge and permission as long as the *General Terms and Conditions* set forth above are complied with.

If you intent to provide the program for **your own diagnostic** then you **may not** distribute the program without obtaining **explicit** permission from the Author.

You **may** distribute the program by FTP / FSP / WWW / etc. without charge and permission as long as the *General Terms and Conditions* set forth above are complied with.

Distribution on Magazine Companion Disk / CD-ROM / Other Disk Types: The program and associated files **may** be copied, used and posted without charge and permission as long as the *General Terms and Conditions* set forth above are complied with. I would greatly **appreciate** if you would inform me about it, though. I just want to know the magazine and the page number(s).

Distribution in a Retail Environment, Book Companion Disk / CD-ROM / Other Disk Types (Book): You **may not** distribute the program without obtaining **explicit** permission from the Author.

Other Type of Distribution: Please contact the Author for details.

General Definitions

As I have stated, SiSoft Sandra is marketed as **shareware**. As it seems that there is a bit of confusion between *freeware*, *shareware* and *public domain*, I will try to define them below in the way that *most other software publishers* understand them to be...

Definition of Shareware

Shareware distribution gives users a chance to try software before buying it. If you try a Shareware program and continue using it, you are required to register it (or purchase the Licensed version).

Copyright laws apply to both Shareware and retail software, and the copyright holder retains all rights, with a few specific exceptions as stated below. Shareware authors are accomplished programmers, just like retail authors, and the programs are of comparable quality. (In both cases, there are good programs and bad ones !) The main difference is in the method of distribution. The author specifically grants the right to copy and distribute the software, either to all and sundry or to a specific group. For example, some authors require written permission before a commercial disk vendor may copy their Shareware.

Shareware is a distribution method, not a type of software. You should find software that suits your needs and pocketbook, whether it's retail or Shareware. The Shareware system makes fitting your needs easier, because you can try before you buy. And, because the overhead is lower, prices are lower also. Shareware has the ultimate money-back guarantee - if you do not use the product, you do not pay for it.

Definition of Freeware

Freeware distribution gives users a chance to try software and continue to use it for no payment at all or just for some acknowledgement (a thank you note, a postcard, some suggestions, comments, etc.).

Copyright laws apply to both Freeware and retail software, and the copyright holder retains all rights, with a few specific exceptions as stated below. Freeware authors are generally accomplished programmers, just like retail/shareware authors, and the programs are of comparable quality. (In both cases, there are good programs and bad ones!) The main differences is in the method of distribution and the fact that there is no charge for using the software. The author specifically grants the right to copy and distribute the software, either to all and sundry or to a specific group. For example, some authors require written permission before a commercial disk vendor may copy their Freeware.

Definition of Public Domain

Public domain is a bit different from the above two. Generally the source code for the software is included and the author specifically grants you the rights to copy and distribute the software. In addition you can modify the software or include the modified code in your own programs (non commercial usually) for an acknowledgement.

The copyright holder retains all rights to the original code, but the modified code belongs to the new copyright holder. As this depends on author, you should read the specific instructions issued with the respective software.

No Warranty!

THE PROGRAM IS PROVIDED "AS-IS". NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE AS TO IT OR ANY MEDIUM IT MAY BE ON. I WILL PROVIDE NO REMEDY FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING FROM IT, INCLUDING SUCH FROM NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY OR CONTRACT, EVEN AFTER NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

BY USING THE PROGRAM YOU ACKNOWLEDGE THAT YOU HAVE READ THE “NO WARRANTY” TOPIC, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THE “NO WARRANTY” TOPIC IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE WARRANTY.

If you do not agree with the stated rules and regulations or you do not understand the meaning of the legal terms stated, you should un-install the program and delete all the files included in the package.

Please Help Us Serve You Better

The Author would appreciate copies of anything you print regarding the Program. Please send a copy of any reviews, articles, catalogue descriptions, or other information you print or distribute regarding the Program. Thank you for your time and assistance and for supporting the shareware marketing concept.

Contact Points

Please mention the program name and version in the subject of all correspondence. The Author can be contacted at the address stated in the ***Read Me!*** document.

All trademarks acknowledged. E&OE.