

# SyncBackSE Licensing Terms and Conditions

Copyright © 2BrightSparks Pte Ltd.  
Last Modified: January 2005.

You are advised to revisit the following web page periodically as we reserve the right to change these terms and conditions at any time and without notification:

<http://www.2brightsparks.com/terms.html>

## CONDITIONS OF USE

You agree and continue to agree to use our software in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the policies and guidelines outlined below.

Please note that you will be referred to as 'customer' in this agreement.

## SOFTWARE LICENSE AGREEMENT

You should carefully read the following Terms and Conditions before using SyncBackSE. Unless you have a different license agreement signed by 2BrightSparks Pte Ltd, your use of our software indicates your acceptance of this license agreement.

Use of all software available from 2BrightSparks Pte Ltd, including SyncBackSE, (hereinafter 'SOFTWARE') is contingent on your agreement to the following terms:

## LIMITATION OF LIABILITY

Use of all software including SyncBackSE available from 2BrightSparks Pte Ltd ('SOFTWARE') is contingent on your agreement to the following Limitation of Liability:

SOFTWARE is provided as is without warranty of any kind. To the maximum extent permitted by applicable law, 2BrightSparks Pte Ltd its suppliers, its distributors, and its affiliates, or others who may offer SOFTWARE, will not be liable for any damages whatsoever, whether direct or indirect, special, incidental, consequential, or punitive of any kind (including but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty - including of good faith or of reasonable care - negligence, and any other pecuniary or other loss whatsoever) arising out of, or in any way related to the use of, or inability to use our SOFTWARE or support services, or the provision of or failure to provide support services, or otherwise under, or in connection with SOFTWARE documentation, or any provision of these terms and conditions, even if 2BrightSparks Pte Ltd or any supplier, distributor, or its affiliates has been advised of the possibility of such damages.

The Limitations on, and Exclusions of liability for damages in this agreement apply regardless of whether liability is based on breach of contract, tort (including negligence), delict, strict liability, breach of warranties or conditions, or any other legal theory. 2BrightSparks Pte Ltd furthermore disclaims all warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and on infringement.

The entire risk arising out of the use or performance of the SOFTWARE and documentation remains with the recipient. To the maximum extent permitted by applicable law, in no event shall 2BrightSparks Pte Ltd be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement or the use of or inability to use the product, even if 2BrightSparks Pte Ltd has been advised of the possibility of such damages.

The SOFTWARE and the accompanying files are sold "as is" and without warranties as to performance or merchantability or any other warranties whether expressed or implied. Because of the various hardware and software environments into which SOFTWARE may be put, no warranty of fitness for a particular purpose is offered.

Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the SOFTWARE. Any liability of the seller will be limited exclusively to product replacement or refund of purchase price.

## **OWNERSHIP**

You may not reverse engineer, decompile or disassemble the SOFTWARE. 2BrightSparks Pte Ltd shall retain title and all ownership rights to the SOFTWARE.

## **COPYRIGHT**

This SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## **MAINTENANCE**

2BrightSparks Pte Ltd is not obligated to provide support, maintenance, or updates for the SOFTWARE (either by email, phone, or otherwise). However, any maintenance or updates provided by 2BrightSparks Pte Ltd shall be covered by this Agreement.

## **SOFTWARE USAGE AGREEMENT**

One registered copy of SOFTWARE may either be used by a single person who uses the software personally on up to 5 computers in a non-commercial setting (home), or installed on a single workstation used non-simultaneously by multiple people, but not both.

You may access the registered version of the SOFTWARE through a network, provided that you have obtained individual licenses for the SOFTWARE covering all workstations that will access the software through the network. For instance, if 4 different workstations will access the SOFTWARE on the network, each workstation must have its own SOFTWARE license, regardless of whether they use the SOFTWARE at different times or concurrently.

## **RETURNS POLICY**

Before purchasing the SOFTWARE, you are encouraged to 'test drive' it using the evaluation version.

The full version of the SOFTWARE is not freely distributed, and therefore cannot be returned for a refund. In the event you encounter a problem with your installation, contact our support department for assistance.

## **EVALUATION AND REGISTRATION**

Subject to the terms of this agreement, you are hereby licensed to use the SOFTWARE for evaluation purposes without charge. The evaluation version of the SOFTWARE has limitations and reminders that the SOFTWARE is in use. For a full-featured, unrestricted version, a registration fee is required. Upon payment you will be sent an email that will provide the Serial Number to unlock the SOFTWARE.

## **DISTRIBUTION**

Provided that you contact 2BrightSparks Pte Ltd to verify that you are distributing the EVALUATION AND UNREGISTERED version, you are hereby licensed to make as many copies of this version of the SOFTWARE and documentation as you wish; give exact copies of the original evaluation version to anyone; and distribute the evaluation version of the software and documentation in its unmodified form via electronic and physical means (diskettes, CD-ROMs, DVDs, etc). There is no charge for any of the above. To distribute the evaluation version please contact us first at:

<http://www.2brightsparks.com/contact.html>

You are specifically prohibited from charging, or requesting donations, for any such copies, however made.

The registered SOFTWARE and its serial number cannot be redistributed. The serial number is confidential and cannot be shared.

The SOFTWARE is protected by copyright law and international treaties. Unauthorized reproduction or distribution of the SOFTWARE, or any portion of it, may result in severe civil and criminal penalties and will be prosecuted to the maximum extent possible under the law.

## **GOVERNING LAW**

This agreement shall be governed by the laws of the United Kingdom.

## **TRADEMARKS**

All trademarks appearing on the service are trademarks of their respective owners.

## **MODIFICATION**

2BrightSparks Pte Ltd reserves the right, at its discretion, to revise these Terms and Conditions at any time and without prior notice, and such revision shall be effective immediately upon the posting of the revised Terms and Conditions at:

<http://www.2brightsparks.com/terms.html>