

DAMINION

~~~~~  
SOFTWARE LICENSE AGREEMENT  
~~~~~

~~~~~  
IMPORTANT: YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS SOFTWARE.

BY INSTALLING OR USING THIS SOFTWARE YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS, YOU MAY NOT INSTALL OR USE THIS SOFTWARE!

~~~~~

1. LICENSE

By receiving, opening the file package, and/or using Daminion ("Software") containing this software, you agree that this End User License Agreement (EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by Daminion Software your use of Daminion indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, Daminion Software grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use Daminion in accordance with this Agreement and any other written agreement with Daminion Software. Daminion Software does not transfer the title of Daminion to you; the license granted to you is not a sale. This agreement is a binding legal agreement between Daminion Software and the purchasers or users of Daminion.

If you do not agree to be bound by this agreement, remove Daminion from your computer now and, if applicable, promptly return to Daminion Software by mail any copies of Daminion and related documentation and packaging in your possession.

2. DISTRIBUTION

Daminion and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole

or in part except that you may make one copy for archive purposes only. For information about redistribution of Daminion contact Daminion Software.

3. USER AGREEMENT

3.1 Use

Your license to use Daminion is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of Daminion.

3.2 Use Restrictions

You shall use Daminion in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of Daminion together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of Daminion may be used on one single computer location by one user. Use of Daminion means that you have loaded, installed, or run Daminion on a computer or similar device. If you install Daminion onto a multi-user platform, server or network, each and every individual user of Daminion must be licensed separately.

You may make one copy of Daminion for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of Daminion. The assignment, sublicense, networking, sale, or distributions of copies of Daminion are strictly forbidden without the prior written consent of Daminion Software. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of Daminion. If any person other than yourself uses Daminion registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile Daminion. Nor can you create any derivative works or other works that are based upon or derived from Daminion in whole or in part.

Daminion Software's name, logo and graphics file that represents Daminion shall not be used in any way to promote products developed with Daminion . Daminion Software retains sole and exclusive ownership of all right, title and interest in and to Daminion and all Intellectual Property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of Daminion, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for Daminion Software.

3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend Daminion Software, its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of Daminion Software's Software.

In no event (including, without limitation, in the event of negligence) will Daminion Software , its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, Daminion or the use or inability to use Daminion or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

Daminion Software's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by Daminion Software) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to Daminion Software.

3.5 Warranties

Except as expressly stated in writing, Daminion Software makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the Russian Federation applicable therein. You hereby irrevocably attorn and submit to the non-exclusive

jurisdiction of the courts of Russian Federation therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of Daminion and destroy all copies of Daminion supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. DISCLAIMER OF WARRANTY

THIS 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. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY Daminion AS WELL.

5. CONSENT OF USE OF DATA

You agree that Daminion Software may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to Daminion. Daminion Software may also use this information to provide notices to you which may be of use or interest to you.

~~~~~

Copyright (c) 2013 Daminion Software

<http://www.daminion.net>