

**License Agreement for  
EDWIN'S POWER TOOLS (the "Software")**

Notice -- Read this before using the software!

This is a legal contract between you and Edwin H. B. Tam (the Author).

This is a legal agreement between you and Edwin H. B. Tam (the Author) covering your use of Edwin's Power Tools (the "Software"). Be sure to read the following agreement before using the Software. BY USING THE SOFTWARE (REGARDLESS IF YOU HAVE REGISTERED THE SOFTWARE OR NOT), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE AND DESTROY ALL COPIES IN YOUR POSSESSION.

The Software is owned by the Author and is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording). Paying the single-user license fee allows you (one single person) the right to use the Software. You may not network the Software or otherwise use it or make it available for use on more than one computer by more than one user at the same time. You may not rent or lease the Software, nor may you modify, adapt, translate, reverse engineer, decompile, or disassemble the Software. If you violate any part of this agreement, your right to use this Software terminates automatically and you must then destroy all copies of the Software in your possession.

The Software and its related documentation are provided "AS IS" and without warranty of any kind and the Author expressly disclaims all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall the Author be liable for any incidental, special, or consequential damages that result from the use or inability to use the Software or related documentation, even if the Author has been advised of the possibility of such damages. In no event shall the Author's liability exceed the license fee paid, if any.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL THE AUTHOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL EDWIN BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AUTHOR'S LIST PRICE FOR A LICENSE TO THE SOFTWARE, EVEN IF THE AUTHOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

The author has no obligation to issue any updates, revisions, corrections, new versions or manuals for the Software or otherwise to support the Software.

The author reserves the right at any time to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

©2000, Edwin H. B. Tam, All rights reserved