

## **EULA - (End User License Agreement)**

#### **NOTICE TO USERS:**

This End User License Agreement (the "Agreement") is a legally binding agreement between you (either an individual or an entity or an organization or company, the "User"), and SysTools® regarding the SysTools® software (the "Software" or the" Program"), and all successor upgrades, revisions, patches, fixes, modifications, copies, additions or maintenance releases of the Software, if any, licensed to you by SysTools® (collectively, the "Updates"), related user documentation and explanatory materials or files provided in written, "online" or electronic form (the "Documentation" and together with the Software and Updates, the "PRODUCT" or the "Distribution Package").

## TERMS AND CONDITIONS TO THE END USER

YOU SHOULD CAREFULLY READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITION BEFORE DOWNLOADING, INSTALLING OR USING THIS SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE THEN DO NOT COPY, DOWNLOAD, INSTALL OR DISTRIBUTE THE COPY OF THE SOFTWARE TO WHICH THE LICENSE IS INCLUDED. YOUR USE OF THE PRODUCT IS CONDITIONED UPON COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

IN CASE IF YOU HAVE THE UNUSED PACKAGE OF THE SOFTWARE WITHOUT ACTIVATION KEY REQUESTED YOU CAN RETURN THE COMPLETE SOLUTION WITHIN 30 DAYS OF PURCHASE AND DEMAND FOR A FULL REFUND OF YOUR PAYMENT. THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT GIVE THE DETAILS REGARDING THE ELIGIBLE AND PERMITTED USE AND USERS OF THE SOFTWARE SOLUTIONS UNDER EACH LICENSED COPY OF THE SOFTWARE.

#### 1. INTELLECTUAL PROPERTY RIGHTS



All rights of any kind up on the software which are expressed or not expressed in this license are reserved to SysTools® software. You may not make the software available in network or in any way provide the software to multiple users unless you have purchased at least one multi-user license from SysTools®.

The software and any documentation included in the distribution package are protected by national copyright laws and international treaties. Any unauthorized use of the product shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution. Your possession, installation or use of the product does not transfer to you any title to the intellectual property in the product, and you will not acquire any rights in the product except as expressly set forth in this agreement.

#### 2. RESTRICTIONS ON USE

You may not create any copy of the PRODUCT. You are not permitted as well as may not permit others to reverse engineer, decompile, decrypt, disassemble or derive source code from the software. You can make one (1) copy the PRODUCT for backup and archival purposes, provided, however, that the original and each copy is kept in your possession or control, and that your use of the PRODUCT does not exceed that which is allowed in this Agreement. If you permanently transfer the PRODUCT you shall delete all its copies that are in your possession and send SysTools® a notice thereof. You can neither access software acquired by others through any channel of service bureau, application provider or one who engage in similar business nor allow anyone else to do so. The Software unregistered (trial) version may be freely distributed provided that the distribution package is not modified. No person or company may charge a fee for the distribution of the PRODUCT without written permission from the copyright holder. You cannot modify, distribute, and duplicate derivative works of the software. You are not allowed to sell, distribute, display, transmit, rent and lease the software that may lead to wrong exploitation of the license issued and such activity is expressly permitted by applicable law keeping SysTools® in loop.



#### 3. COPYRIGHT

This software is owned by SysTools® and is protected by copyright law so you are not authorized to remove or conceal any proprietary notices, labels marks from the software.

#### 4. LICENSE USABILITY - SCOPE OF LICENSE TYPE ISSUED

You are granted a non-exclusive license to use the PRODUCT as set forth herein.

Single User License (Personal License) - If you acquire single user license you can use the PRODUCT as set forth in the Agreement for non commercial purposes in non-business, non-commercial environment. This license acquires the non-exclusive and non-transferable right to install and activate software on single computer.

Multi User License (Business / Corporate Clients/ Educational Institutes/Government Organizations/Defense Establishments) - If you acquired the Business license, you may use the PRODUCT on unlimited number of computers within one office in one geographic location. To use the PRODUCT in a corporate, government or business environment globally, you should purchase an Enterprise license. If you acquired the Enterprise license, you may use the PRODUCT on unlimited number of computers at branches of the organization.

#### 5. REGISTRATION CODE

Registration code - a unique identification file provided to you by SysTools® confirming the purchase of the license from SysTools®, which may carry the information about the license and enable the full functionality of the Program in accordance with the Agreement.

The Registration Code provided to you by SysTools® constitutes confidential proprietary information of SysTools®. For purposes hereof, you agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of SysTools®. You agree to implement reasonable security measures to protect such confidential information provided to you by SysTools®.



## 6. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL SYSTOOLS® SOFTWARE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF SYSTOOLS® SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SYSTOOLS® SOFTWARE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY EXCEEDS THE LICENSE FEE PAID BY YOU, IF ANY.

ACKNOWLEDGMENT BYINSTALLING THE SOFTWARE. ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FORE GOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSED OR **PRIOR** AGREEMENTS. ORAL OR WRITTEN, AND ANY **OTHER** COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE DESCRIBED HEREIN.

SYSTOOLS® SOFTWARE WILL NOT BE LIABLE FOR INCIDENTIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (WITHOUT LIMITATION, DAMAGES FOR BUSINESS PROFITS, LOSS OF ANY KIND OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR OTHER MONETARY LOSS) BY THE USE OF SOFTWARE PRODUCT OR INABILITY TO USE OR FAILURE TO PROVIDE SUPPORT SERVICES. IN ANY CASE SYSTOOLS® SOFTWARE ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU DURING THE TIME OF SOFTWARE PURCHASE.



#### 7. WARRANTY DISCLAIMER

SYSTOOLS® SOFTWARE DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. SYSTOOLS® SOFTWARE DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NO INFRINGEMENT OF THIRD PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE **EXCLUSION** OR LIMITATION OF **INCIDENTAL** CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### 8. LEGALITY STATEMENT

The program that is licensed to you is absolutely legal and you can use it provided that you are the legal owner of all files or data you are going to recover through the use of our software or have permission from the legitimate owner to perform these acts. Any illegal use of our software will be solely your responsibility. Accordingly, you affirm that you have the legal right to access all data, information and files that have been hidden. You further attest that the recovered data, passwords and/or files will not be used for any illegal purpose. Be aware password recovery or other data decryption of unauthorized or otherwise illegally obtained files may constitute theft or another wrongful action and may result in your civil and (or) criminal prosecution.

# **pcvita**<sup>™</sup> 9. GENERAL CONDITIONS

This License shall be governed by the law of the State of Maharashtra, India. Exclusive jurisdiction and venue for all matters relating to this License shall be in courts and for a located in the State of Maharashtra, India and you consent to such jurisdiction and venue. There are no third party beneficiaries of any promise, obligations or representation made by SysTools® and this license is the complete statement of agreement between parties of the subject matter and merges all understandings, purchase order, agreements and arrangement (Prior or other). IN THE EVENT of INVALIDITY OF ANY PROVISION OF THIS LICENSE, THE PARTIES AGREE THAT SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY of THE REMAINING PORTIONS OF THIS LICENSE.

#### EFFECT OF LICENSE AGREEMENT

THE EFFECT OF LICENSE AGREEMENT STANDS UNTIL TERMINATED. BY DESTROYING THE SOFTWARE TOGETHER WITH ALL COPIES THEREOF YOU MAY TERMINATE THE LICENSE AGREEMENT AS WELL. THIS LICENSE AGREEMENT WILL ALSO TERMINATE IF YOU FAIL TO COMPLY WITH ANY TERMS OR CONDITION OF THE ABOVE SAID AGREEMENT. UPON ANY SUCH TERMINATION, YOU AGREE TO DESTROY SOFTWARE ALONG WITH ALL COPIES.

## 10. FINAL PROVISION(s)

All rights not expressly granted here are reserved by SysTools®.