This program and the accompanying files and documentation are

Copyright (c) 1990- 2024 DataMystic Pty Ltd

This file contains our end user license. It also explains the terms of the Commercial License where they're different from the Evaluation License.

Plain English License Agreement and Limited Warranty

1. SUMMARY. You may install this SOFTWARE on as many computers as your license allows, and no more:

You may access the software through a network, provided that you have obtained individual licenses covering all computers that will run the software from the network. For instance, if six different workstations will access the software on the network, you will need a six-user license, whether they use the software at different times or concurrently.

* Lite License/Home License/Personal Edition
May be used by one person in a home environment. CANNOT be used in government, business or any organization. If you have both a Desktop and Laptop computer, you may install ONE (1) copy on each computer provided there is no chance of both being used at the same time.

* Single User License/Desktop Edition/Single User Pack/Subscription
May either be used by a single person who uses the software himself on one or more non-server class computers, or installed on a single non-server class computer and used by multiple people, but not both. If you have both a Desktop and Laptop computer, you may install ONE (1) copy on each computer provided there is no chance of both being used at the same time. CANNOT be used under Windows Terminal Services / Remote Desktop Connection unless locked down to one user only.

* Portable License
A portable license does not get 'installed' – it is intended to be stored on a USB key and used by one person only as they move from computer to computer. It may ONLY be run from a single USB key, and not installed or a copy left on any computer.

* Floating License
A floating license can be shared between multiple users. CAN be used under Windows Terminal Services / Remote Desktop Connection.

* Server License
May be installed on ONE (1) server class computer ONLY. If you have both Production and Development servers, you may install ONE (1) copy one each server. CANNOT be used with Windows Terminal Services / Remote Desktop Connection.

* SharePoint Server License
May be installed on ONE (1) SharePoint Server ONLY, or used on a Workstation to connect to a SharePoint Server. If you have both Production and Development servers, you may install ONE (1) copy one each server. CANNOT be used with Windows Terminal Services / Remote Desktop Connection.

* Site License/Educational Site License
May be installed on UP TO 200 computers of server class or non-server class at one site ONLY

* Enterprise License/Company Edition/University Edition
May be installed on UP TO 2000 computers of server class or non-server class directly owned by a Company or University ONLY (but not on client's computers)

This is a legal agreement between you and DATAMYSTIC. By using the SOFTWARE you are agreeing to be bound by the terms of this Agreement. Do not use the SOFTWARE if you do not agree to the terms of this Agreement.

2. DEFINITIONS. In this agreement:

* "SOFTWARE" means the computer program you have purchased or obtained for evaluation, including the program, associated documentation and other materials;

* "Evaluation Copy" means a copy of the SOFTWARE distributed by us or by our authorised agents for evaluation purposes and which is described as an "Evaluation Edition" or a "Shareware Edition" by the SOFTWARE's "About" screen;

* "Evaluation Period" means a period of time during which the product may be evaluated. The time remaining is indicated by the product's main screen.

* "Commercial Copy" means a copy of the SOFTWARE purchased from us or from a dealer, and is NOT described as an Evaluation Copy by the SOFTWARE's "About" screen. The actual description may include "Desktop Edition", "Single User Edition", "Personal Edition", "Server Edition", "Site Edition" or "Company Edition" or other variations depending on the version purchased;

* "you" means the end user of the SOFTWARE. This can be either an individual or an entity;

* "server class" means a computer designated as a file server, database server, "desktop class" or "non-server class" means a computer where only one person uses it at a time;

* "DATAMYSTIC" means DataMystic, an Australian corporation (address shown above).

3. GRANT OF LICENSE. DATAMYSTIC grants you the right to INSTALL this SOFTWARE on as many computers as you have purchased a license for. You may NOT install it on computers that you do not have a license for.

If a computer is replaced you may transfer the software to the new computer, provided that you do not breach the number of licenses you have purchased. You may not repeatedly uninstall and then reinstall on another computer to avoid purchasing more licenses.

The SOFTWARE is "installed" on the computer when it is loaded into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of the computer.

4. COPYRIGHT. The SOFTWARE is owned by DATAMYSTIC and is protected by copyright laws and international treaty provisions and all other applicable national laws. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may make one copy of the SOFTWARE solely for backup or archival purposes. You may not copy the user documentation provided with the SOFTWARE.

5. OTHER RESTRICTIONS. You may not rent, lease, sell, or attempt to rent, lease or sell the SOFTWARE. You may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement.

You must not copy, translate, adapt, modify, alter, decompile, disassemble, or otherwise reverse engineer or create any derivative work of the SOFTWARE, merge the SOFTWARE or any part thereof with any other software or change any SOFTWARE in whole or in part, nor allow any other party to do so. You must not alter or remove any copyright or other intellectual property notifications applied to the SOFTWARE.

You acknowledge that the SOFTWARE and the copyright, and other intellectual property rights of whatever nature in the SOFTWARE are not your property and contain valuable proprietary information and trade secrets and that this license confers no title or ownership in the SOFTWARE and no rights in any associated source code, and is not a sale of any rights in the SOFTWARE.

6. EVALUATION PERIOD. You may use an Evaluation Copy of the SOFTWARE for up to the Evaluation Period in order to determine whether it meets your needs. While you are evaluating the SOFTWARE, you may use it on as many computers as are required to perform your evaluation. Your evaluation period begins when you first install the SOFTWARE on one or more computers for evaluation purposes. Once the evaluation period is over you MUST PURCHASE THE SOFTWARE or REMOVE IT FROM ALL COMPUTERS. If you use the SOFTWARE for non-evaluation purposes DURING your evaluation you MUST PURCHASE THE SOFTWARE.

7. MAKING AND DISTRIBUTING EVALUATION COPIES OF THE SOFTWARE. You may make copies of your Evaluation Copy of the SOFTWARE to give to others, as long as you include all of the files that you originally received with your Evaluation Copy. When you give an Evaluation Copy of the SOFTWARE to another person, you agree to inform them that their copy is to be used for a time-limited evaluation period, and that they must purchase a Commercial Copy if they continue to use the SOFTWARE once the evaluation period has ended. You agree not to sell Evaluation Copies of the SOFTWARE or distribute them to others for any kind of compensation or fee unless the fee solely covers your costs in providing it to the end user.

8. OPERATION OF THE SOFTWARE. The SOFTWARE offers powerful capabilities. If you do not follow our instructions, or if you use the SOFTWARE improperly, you can destroy files or cause other damage to your software and data. You assume full responsibility for the selection and use of the SOFTWARE to achieve your intended results.

9. LIMITED WARRANTY. The following limited warranty applies to Commercial Copies of the SOFTWARE. DATAMYSTIC warrants that for a period of ninety (90) days from the date of receipt of the SOFTWARE that (i) the SOFTWARE will perform in substantial conformance with the related documentation supplied with the SOFTWARE; and (ii) the media on which the SOFTWARE is distributed is free from defects in materials and workmanship. If the SOFTWARE does not conform to these limited warranties DATAMYSTIC will, at its option, either refund the amount you paid for the SOFTWARE or provide you with the corrected item at no charge provided that the defective item is returned to DATAMYSTIC within ninety (90) days from the date of your receipt of the SOFTWARE. Any replacement SOFTWARE will be warranted for the remainder of the original ninety (90) day warranty period or thirty (30) days from the date you receive the replacement, whichever is longer. Any misuse, accident or unauthorized modification of the SOFTWARE will void these limited warranties. This warranty does NOT apply to Evaluation Copies of the SOFTWARE.

We warrant that the SOFTWARE shall not infringe upon any copyright, patent, trade secret, or other intellectual property or proprietary right, or misappropriate any trade secret of any third party.

10. INDEMNITY. DATAMYSTIC shall defend, at its expense, and pay the cost and damages incurred or awarded as a result of any action brought against you based on an allegation that the SOFTWARE infringes any third party Intellectual Property Rights provided: you promptly notify DATAMYSTIC in writing of any such action or allegation of infringement; DATAMYSTIC has complete control of the defense of any such action and all negotiations for its settlement or compromise; , however, no such claim or action shall be settled or compromised without your express written consent; and, you at no time admit liability or otherwise settle or compromise or attempt to settle or compromise the claim or action except under the express instructions of DATAMYSTIC.

In addition to DATAMYSTIC's obligations under the above paragraph, if, in DATAMYSTIC'S opinion, the SOFTWARE is likely to become the subject of a claim of any infringement, DATAMYSTIC shall, at its sole option and expense: (a) procure for you the right to continue using the SOFTWARE; (b) replace or modify the SOFTWARE so that it becomes non-infringing; or, at DATAMYSTIC'S sole discretion, if (a) and (b) are not feasible, DATAMYSTIC shall accept the return of such infringing SOFTWARE and reimburse you for the purchase price of such infringing SOFTWARE.

11. DISCLAIMERS AND LIMITATIONS. And now the legal language we couldn't avoid:

DISCLAIMER FOR EVALUATION COPIES: YOU ARE NOT PAYING FOR THE TRIAL USE LICENSE FOR YOUR EVALUATION COPY OF THE SOFTWARE. ACCORDINGLY THE EVALUATION COPY IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND.

DISCLAIMER FOR COMMERCIAL COPIES: Except for the limited warranty stated above, we disclaim any and all other warranties, express or implied, oral or written, including any implied warranties of merchantability or fitness for a particular purpose. The limited warranty above gives you specific legal rights, but you may have other rights, depending on where you purchased the SOFTWARE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF USE OF THE SOFTWARE OR ONE PARTY'S RELATIONSHIP WITH THE OTHER PARTY. SOME COUNTRIES OR STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. This agreement is a perpetual agreement. The effective date commences on your first use of either the Evaluation or Commercial SOFTWARE. The agreement terminates when all Evaluation and Commercial SOFTWARE copies are removed from all of your systems.

13. This agreement is to be interpreted under the laws of the state of Victoria, Australia.

END OF LICENSE AGREEMENT