

Software License Terms

Last Updated Wednesday, 21 March 2007

SqlDBHelper.NET Software License Terms

These license terms are an agreement between SqlDBHelper.NET and you. Please read them. They apply to all the software you are downloading from SqlDBHelper.NET, which includes the media on which you received it, if any. The terms also apply to any SqlDBHelper.NET

- updates,
- supplements,
- Internet-based services,
- and support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. GRANT OF LICENSE

SqlDBHelper.NET grants you the following rights provided that you comply with all terms and conditions of this License Terms.

Installation and User Rights. You may install and use the Product on your computers, such as workstations, terminals or other devices. You may move or copy the Product to a another of your computers.

Reservation of Rights. SqlDBHelper.NET reserves all rights not expressly granted to you in this License Terms.

2. SCOPE OF LICENSE

The software is licensed, not sold. This agreement only gives you some rights to use the software. SqlDBHelper.NET reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation
- publish the software for others to copy
- rent, lease or lend the software
- transfer the software or this agreement to any third party
- or use the software for commercial software hosting services.

3. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

4. EXPORT RESTRICTIONS

The software is subject to German export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

5. SUPPORT SERVICES

Because this software is licensed "as is," we may not provide any support services for it.

6. APPLICABLE LAW

German Law. If you acquired the software in Germany, German law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

Outside of Germany. If you acquired the software in any other country, the laws of that country apply.

7. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SQLDBHELPER.NET PROVIDE TO YOU THE PRODUCT, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE PRODUCT ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS; AND SQLDBHELPER.NET HEREBY DISCLAIM WITH RESPECT TO THE PRODUCT AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT AND ANY SUPPORT SERVICES REMAINS WITH YOU.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SQLDBHELPER.NET BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE TERMS, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SQLDBHELPER.NET, AND EVEN IF SQLDBHELPER.NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES

YOU CANNOT RECOVER ANY DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO

- ANYTHING RELATED TO THE SOFTWARE, SERVICES, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES, OR THIRD PARTY PROGRAMS AND

- CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IT ALSO APPLIES EVEN IF SQLDBHELPER.NET KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE YOUR COUNTRY MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.

11. ENTIRE AGREEMENT.

This License Terms (including any addendum or amendment to this License Terms which is included with the Product) are the entire agreement between you and SqlDBHelper.NET relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this License Terms. To the extent the terms of any SqlDBHelper.NET policies or programs for support services conflict with this License Terms, this License Terms shall control.

12. Copyright Protection

The Product is protected by copyright and other intellectual property laws and treaties. SqlDBHelper.NET owns the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.

Licensing FAQ

Q: How many copies of SqlDBHelper.NET utilities may I freely load or use on computers owned by my company?

A: There is no limit to the number of times you may install and use the software on your devices.

Q: May I freely load or use SqlDBHelper.NET utilities on computers that I support but do not own?

A: Yes. You can freely load and use SqlDBHelper.NET Software on computers that you support if you have the permission of it's owner.

Q: May I distribute SqlDBHelper.NET utilities in my software, on my website, or with my magazine?

A:

No. We are not offering any distribution licenses, even if the 3rd party is distributing them for free. We encourage people to download the utilities from our download site where they can be assured to get the most recent version of the utility.

Q: Can I license or re-use any SqlDBHelper.NET source code?

A: No. We will not offer the SqlDBHelper.NET source code for download or license, yet.

Terms of Use

This

software is provided "as is", without any guarantee made as to its suitability or fitness for any particular use. It may contain bugs, so use of this tool is at your own risk. We take no responsibility for any damage that may unintentionally be caused through its use. You may not distribute SqlDBHelper.NET in any form without express written permission of Markus Mark or Jürgen Albersdorfer. If you are interested in redistributing SqlDBHelper.NET, either in original or modified form, or wish to use SqlDBHelper.NET source code in a product, please send e-mail to licensing@SqlDBHelper.NET with details.

Reporting Problems If you encounter problems, please visit <http://www.SqlDBHelper.NET/> and download the latest version to see if the issue has been resolved. If not, please enter a bug report at our BugTracker.