

## LICENSING

**Important!** You should carefully read the following enduser license agreement before buying and installing this software program. If you do not agree with the terms of this Agreement, you cannot install the software.

### License Types

**Web Hosting License:** right to install on a **single IIS server** in order to manage a **single SQL Server**. **Allowed** to integrate myLittleBackup as a part of any hosting product offering.

**Lease License:** right to install on a **single IIS server** in order to administrate a **single SQL Server**. **Allowed** to integrate myLittleBackup as a part of any hosting product offering.

### License Agreement

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING MYLITTLEBACKUP FOR SQL SERVER 2005 (the "Software") OR OBTAINING A LICENSE KEY TO THE SOFTWARE OR USING THE SOFTWARE.

THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING THE SOFTWARE OR OBTAINING A LICENSE KEY TO THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD REFRAIN FROM ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND MYLITTLETOOLS CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH MYLITTLETOOLS RELATING TO THE SOFTWARE.

**1. Grant of License.** myLittleTools hereby grants to you, and you accept, a limited, nonexclusive license to use the Software in machine-readable, object code form only, only as authorized in this Agreement. For purposes of this Agreement, the "Software" includes any minor updates made by myLittleTools (a minor update is identified by a new version number, from 3.x to 3.y). Notwithstanding the foregoing, myLittleTools shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software.

**2. Scope of Use.** You may use one copy of the Software activated by a license key on a single server (virtual or physical) owned, leased, or otherwise controlled by you, at a single time. If you have multiple license keys for the Software, you may make and use as many copies of the Software as you have license keys. For purposes of this Agreement, "use" of the software means loading the Software into the temporary or permanent memory of a computer. Installation of the Software on a network server solely for distribution to other computers is not "use" of the Software, and is permitted, as long as you have a license key for each server (virtual or physical) to which the Software is distributed. The Software may not be used on or distributed to a greater number of computers than you have license keys.

**3. Copies and Modifications.** You may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license keys you have obtained. You may not modify or adapt the Software or any license keys that you have obtained in any way. You may make one copy of the Software, and any license keys that you have obtained, solely for backup or archival purposes. Any such copies of the Software, or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the Software, or license keys, or any portions thereof, may be made by you or any person under your authority or control.

**4. Assignment of Rights.** You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, with any third party without prior written consent of myLittleTools.

## INTELLECTUAL PROPERTY AND CONFIDENTIALITY

**1. Use Reporting, License Violations and Remedies.** myLittleTools expressly prohibits simultaneous, multiple installations of the licensed products and domain count overrides without prior written approval. Any unauthorized use shall be considered by myLittleTools to be a violation of the End-User License Agreement.

**2. License Automatic Update and Expiration.** Your license may include an expiration date that can result in the termination of the license. It is your responsibility to contact myLittleTools regarding any potential expiration that you deem inappropriate. myLittleTools is not liable for any damages or costs incurred in connection with the expiring licenses.

**3. Proprietary Rights to Software and Trademarks.** You acknowledge that the Software and the Documentation are proprietary to myLittleTools. You further acknowledge and agree that, as between you and myLittleTools, myLittleTools owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that myLittleTools uses in connection with the Software or with services rendered by myLittleTools are marks owned by myLittleTools. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

**4. Confidentiality.** You shall permit only authorized users, who possess rightfully, obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any license key to any third party. You will use your best efforts to cooperate with and assist myLittleTools in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

## LICENSE FEES

The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth on myLittleTools' web site. The license fees paid by you are paid in consideration of the license granted under this Agreement. myLittleTools does not refund license fees. By accepting this agreement you fully understand that once license fee payment is made to myLittleTools' you will have no recourse for receiving a refund of any part of the fees.

## TERMS AND TERMINATION

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to myLittleTools and (ii) destroying the Software and all license keys that you have obtained and providing written verification of such destruction to myLittleTools. myLittleTools may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach and myLittleTools' decision to terminate the Agreement. Upon termination of the Agreement by myLittleTools, you agree to destroy the Software and all license keys that you have obtained and provide written verification of such destruction to myLittleTools.

## DISCLAIMER

THE SOFTWARE IS LICENSED "AS IS," AND MYLITTLETOOLS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, MYLITTLETOOLS EXPRESSLY DOES NOT WARRANT THAT THE

SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

NEITHER MYLITTLETOOLS, ITS PARENTS, SUBSIDIARIES, AFFILIATES OR LICENSORS SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF THE PROGRAM INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, DATA CORRUPTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

## GENERAL TERMS

**1. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of France, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within France. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

**2. Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

**3. Amendment.** myLittleTools reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of this Agreement, posted at [www.myLittleTools.net](http://www.myLittleTools.net), will prevail. If you do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to "Terms and Termination".

**4. Taxes.** You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of myLittleTools. You shall reimburse myLittleTools for the amount of any such taxes or duties paid or incurred directly by myLittleTools as a result of this transaction.

IN WITNESS WHEREOF the undersigned have caused this agreement to be executed by their duly authorized representatives.