# **OLM Open Tools: End User License Agreement**

By using any compiled Software programs (the Software) obtained from "OLM Open Tools" provided by OLM Digital, Inc. ("The Publisher"), you agree to this OLM Open Tools: End User License Agreement.

If you don't agree to all statements in the Agreement, please do NOT use the Software. By downloading, copying, or otherwise using the Software, you agree to be bound by the Agreement.

## 1. LICENSE TO USE and/or RE-DISTRIBUTE

The copyright of this software belongs to The Publisher, regardless of the reason, the customer shall be licensed to use the software by this Agreement.

You may use this version of the software, subject to the conditions below, on any number of computers for as long as you like.

You are allowed to freely distribute The Software, but The Publisher retains ownership and copyright of The Software in its entirety. You may use and/or distribute The Software only subject to the following conditions

- You may not modify The Software or Documentation files in any way.
- You must include all the files that were in the original distribution.
- You may not reverse engineer, decompile, or otherwise reduce The Software to a human perceivable form.
- You may not sell the software or charge a distribution fee, except to recover the media costs.
- You may not bundle and distribute the software together with other software products without the express written consent of The Publisher.
- You understand and agree with this License and with the disclaimer of warranty and the limitation of liability printed below.

## 2. NO WARRANTIES

The software and related documentation are provided "as is", without warranty of any kind. The Publisher disclaims all warranties, express or implied, including, but not limited to, the implied warranties of design, merchantability, fitness for a particular purpose. The Publisher does not warrant that the functions contained in The Software or documentation will meet your requirements, or that the operation of The Software will be error-free, complete, or that defects in the software or documentation will be corrected.

#### 3. LIMITATION OF LIABILITY

The Publisher shall not be liable for any direct, indirect, special, incidental or consequential damages and losses, whether based on contract, tort or any other legal theory, arising out of any use or misuse of the Software or any sequential damages including but not limited to the distribution of the files created by the Software. The User agrees to indemnify, hold harmless, and defend the Publisher from and against any claims or lawsuits, including Attorney's fees, that arise or result from any loss, damage, or liability in any form.

## 4. PERFORMANCE

The Publisher does not guarantee there are no imperfections or errors in the Software. The Software will not intentionally cause any malicious behavior. The Software creates and maintains certain Registry entries for the sole purpose of product usage and registration information management.

## 5. REGISTRATION / PRIVACY PROTECTION

Any personal information disclosed to the Publisher as a result of registration will be held confidential and will not be disclosed to any third party for commercial or non-profit purposes.

#### 6. COPYRIGHT

All rights, title, and copyrights in and to the Software and any copies of the Software are owned by the OLM Digital, Inc.. You may not reverse-engineer, decompile, or disassemble the Software.

2011. August 1