

# **LICENSE AGREEMENT**

## **YOUR USE OF THIS SOFTWARE IS GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS**

### **ACCEPTANCE OF LICENSE AGREEMENT**

You should carefully read the following terms and conditions before using Duplicate File Detective (the "Software"). Unless you have a different license agreement signed by Key Metric Software, your use of this software indicates your agreement to these terms and conditions. If you do not accept all of these terms and conditions, you must cease using the Software immediately.

### **COPYRIGHT**

Customer acknowledges that the Software and accompanying user documentation ("Documentation") are copyrighted works owned by Key Metric Software and that Customer has no rights in the foregoing except as expressly granted herein.

### **DISCLAIMER OF WARRANTY**

The Software is distributed on an "as is" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose or otherwise. Neither the author nor anyone else involved in creating, producing, or delivering the software shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the service or inability to use the service or out of any breach of any warranty or any damages whatsoever resulting from loss of use, data or profits, whether in an action based upon contract, negligence or other tortious conduct, arising out of or in connection with the use or performance of the software.

### **LIMITATION OF LIABILITY**

You assume the entire risk as to the quality and performance of the Software. Key Metric Software assumes no liability for the cost of any service or repair if the Software is defective.

Under no circumstances and under no legal theory, tort, contract, strict liability, or otherwise, shall key metric software or its licensors, suppliers or resellers be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some

states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

## **FREE 15-DAY TRIAL**

This is not free software. Key Metric Software hereby grants you a non-exclusive, non-transferable, limited license to use the Software free of charge for a period of fifteen (15) days. Use of the Software beyond the fifteen-day (15-day) trial period requires the purchase of a License Key as described below. Use of the Software beyond the fifteen-day (15-day) trial period without purchase of a License Key is a violation of U.S. and international copyright laws.

## **LICENSE KEY**

A License Key may be purchased that unlocks additional features within the Software. Upon purchase of a License Key, Key Metric Software hereby grants you a non-exclusive, non-transferable license to use the Software as follows:

Single-User License Key: A Single-User License Key may be purchased for a specific quantity of users. With a valid single-user license, one user may install and use the Software on a single computer. If you later want to install the Software on a different computer, you must first remove the Single-User License Key from the previous installation, or purchase additional licenses.

Site License Key: An unlimited-user, single-location License Key may be used at Customer locations within a 10-mile radius of the site identified by the address indicated during the License Key purchase process (the "Site"), by any and all of Customer's employees while personally present at the Site. This license is likewise granted to Customer's employees who typically work at the Site, while performing Customer work at other locations such as client locations or home. Customer shall have the right to sublicense its rights under this License Agreement to third party consultants that it retains to perform information technology functions (each, an "Onsite Consultant"), while personally present at the Site to use the Software solely for Customer's internal business operations and benefit, and for no other purpose whatsoever. Customer shall ensure that such Onsite Consultant complies with the terms of this License Agreement and will be responsible for any breach by such Onsite Consultant. Site licenses may not be used by either parent or subsidiary companies.

Country License Key: May be used anywhere within the licensee's country of origin, as identified during the License Key purchase process (the "Country"), by any and all of Customer's employees while personally present within the Country. Customer shall have the right to sublicense its rights under this License Agreement to third party consultants that it retains to perform information technology functions (each, an "Information Technology Consultant"), while personally present within Customer's Country to use the Software solely for Customer's internal business operations and benefit, and for no other purpose whatsoever. Customer shall ensure that such

Information Technology Consultant complies with the terms of this License Agreement and will be responsible for any breach by such Information Technology Consultant. Country licenses may not be used by either parent or subsidiary companies.

Enterprise License Key: An enterprise-wide ("Enterprise") License Key may be used world-wide, by any and all of Customer's employees. Customer shall have the right to sublicense its rights under this License Agreement to third party consultants that it retains to perform information technology functions (each, an "Information Technology Consultant"), while personally present at any Customer location to use the Software solely for Customer's internal business operations and benefit, and for no other purpose whatsoever. Customer shall ensure that such Information Technology Consultant complies with the terms of this License Agreement and will be responsible for any breach by such Information Technology Consultant. An Enterprise license may be used by all wholly owned subsidiaries or parent companies.

Single-Consultant Pro License Key: A single-consultant professional edition license key may be purchased for a specific quantity of consultants. With a valid single-consultant pro license, one consultant (and only that consultant) may install and use the Software on an unlimited number of customer-owned or consultant-owned computers for the explicit purpose of providing consulting services to customers.

Multi-Consultant Pro License Key: A multi-consultant professional edition license key may be purchased for a single consulting business. With a valid multi-consultant pro license, all consulting business employees (and only those employees) may install and use the Software on an unlimited number of computers owned by the consulting business or its customers for the explicit purpose of providing consulting services to customers.

All purchased licenses must remain within the sole possession of the purchasing individual or organization (e.g. the licensee).

## **LICENSE RESTRICTIONS**

You shall undertake any necessary steps to protect the License Key against unauthorized use. You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not sell, rent, lease, sub license, transfer, resell for profit or otherwise distribute the Software or any part thereof. You may not modify the Software or create derivative works based upon the Software. You may not remove or obscure any copyright and trademark notices relating to the Software.

## **TERM AND TERMINATION**

You may continue to use the Software for as long as you comply with the terms and conditions of this License Agreement. Key Metric Software may terminate this License Agreement immediately upon notice to you in the event that Key Metric Software has

reason to believe you have breached this License Agreement. Upon termination, you shall immediately cease all use of the Software and Documentation and shall not be entitled to a refund of any fees paid.

## **SUPPORT**

Except as provided herein, support for the Software is provided to you free of charge while your current support coverage period is valid. Your eligibility for free support coverage is determined at the sole discretion of Key Metric Software. If Key Metric Software discontinues any version of the Software, Key Metric Software reserves the right to limit or cease product support and updates for such discontinued version.

## **OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

This Agreement gives you limited rights to use the Software. Key Metric Software retains all rights, title and interest in and to the Software and all copies thereof, including copyrights, patents, trade secret rights, trademarks and other intellectual property rights. All rights not specifically granted in this Agreement, including International Copyrights, are reserved by Key Metric Software. The structure, organization and code of the Software are valuable trade secrets and confidential information of Key Metric Software.

## **DISTRIBUTION**

The evaluation version of this software product can be redistributed freely as long as all of its components (e.g. executables, documentation, etc.) remain unmodified. You are free to redistribute the evaluation version of this software via physical media or electronically. There is no fee associated with the redistribution of the evaluation version of this software.

You may not charge or request donations for evaluation copies of this software without prior written permission from Key Metric Software.

## **ADDITIONAL NOTICES**

This software uses the TagLib open source library, which has its own and licensing terms and is copyright (C) 2002-2008 Scott Wheeler. For more information, please review the "TagLib\_License.txt" file in the root product folder after installation has completed.