

Perspectives Software Solutions GmbH
Freeware License Agreement
for JustResizeIt! (free) Version 2.0
May 2013

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND PERSPECTIVES SOFTWARE SOLUTIONS GMBH. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE PRODUCT. IT PROVIDES A LICENSE TO USE THE PRODUCT. BY INSTALLING AND USING THE PRODUCT, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE PRODUCT AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT INSTALL THE PRODUCT.

This is the Perspectives Software Solutions GmbH Freeware Software License Agreement, which applies to the software product JustResizeIt! (free) Version 2.0. Perspectives Software Solutions GmbH (hereafter "Perspectives") is a company incorporated in Zurich, Switzerland. Perspectives' primary Internet address is www.perspectives.ch. JustResizeIt! (free) Version 2.0 (hereafter "Justresizeit! (free)") is Copyright © Perspectives. All rights reserved. Copyright law protects this software program and any associated material. Perspectives retains title to and ownership in the copyright of the software product and all associated materials. This software is not provided as public domain software.

1. LICENSE

Perspectives hereby grants you (the licensee) a non-exclusive, transferable license to use its software product JustResizeIt! (free) Version 2.0 (the software) and accompanying documentation at no cost, both for commercial and non-commercial purposes and allow you to distribute the software, but only according the restrictions of Section 2 below.

2. LIMITATIONS ON LICENSE

You may not distribute the software for a fee (by payment of money or otherwise, whether direct or indirect), in particular, but not limited to, cover distribution costs, provide a paid download of the software, install the software as part of a paid service or use the distribution to gather other valuables like requesting to leave personal data, unless you clearly mention that the software can be gathered for free elsewhere and clearly indicate the location. You must keep intact all Perspectives' copyright notices, disclaimer of warranty, license agreement and all notices related to the software and give a copy of this agreement to any recipients of the software. You may not modify, decompile, disassemble or reverse engineer the Software. You may not modify, combine other commercial applications with, or otherwise prepare derivative works of the software. You may not use the software or parts of it to develop other software or in any manner that is competitive with any Perspectives products, similar or not.

3. DISCLAIMER OF WARRANTY

PERSPECTIVES PROVIDES THE SOFTWARE "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY CONDITIONS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

4. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE WILL ANY COPYRIGHT HOLDER BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS EVEN IF PERSPECTIVES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERMINATION

This Agreement terminates immediately in the event of default by you. Individuals or entities who have received the software from you under this license, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. You agree to indemnify us for reasonable attorney fees in enforcing our rights pursuant to this license. You may terminate this Agreement at any time by destroying the software and all copies thereof. Perspectives reserves the right to reclassify this software as a non-freeware product at a later date (i.e. shareware). Doing so will not modify the license agreement of previously distributed executables.

6. APPLICABLE LAW.

The laws of Switzerland govern this agreement and any disputes arising out of it shall be adjudicated in a court of competent jurisdiction in Zurich, Switzerland.

Copyright © 2009-2013 Perspectives Software Solutions GmbH,
Birmensdorferstrasse 101, CH-8003 Zurich, Switzerland
All rights reserved
Revision 16. May 2013