Easy Treez
Copyright (c) 2017 Abhishek Karmakar

*** END USER LICENSE AGREEMENT ***

IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE.

1. LICENSE

By receiving, opening the file package, and/or using 'Easy Treez'("Software") containing this software, you agree that this End User User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by 'Abhishek Karmakar' your use of 'Easy Treez' indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, 'Abhishek Karmakar' grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use 'Easy Treez' in accordance with this Agreement and any other written agreement with 'Abhishek Karmakar'. 'Abhishek Karmakar' does not transfer the title of 'Easy Treez' to you; the license granted to you is not a resale. This agreement is a binding legal agreement between 'Abhishek Karmakar' and the purchasers or users of 'Easy Treez'.

If you do not agree to be bound by this agreement, remove 'Easy Treez' from your computer now and, if applicable, promptly return to 'Abhishek Karmakar' by mail any copies of 'Easy Treez' and related documentation and packaging in your possession.

2. DISTRIBUTION

'Easy Treez' and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of 'Easy Treez' contact 'Abhishek Karmakar'.

3. USER AGREEMENT

3.1 Use

Your license to use 'Easy Treez' is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of 'Easy Treez'.

3.2 Use Restrictions

You shall use 'Easy Treez' in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of 'Easy Treez' together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of 'Easy Treez' may be used on one single computer location by one user. Use of 'Easy Treez' means that you have loaded, installed, or run 'Easy Treez' on a computer or similar device. If you install 'Easy Treez' onto a multi-user platform, server or network, each and every individual user of 'Easy Treez' must be licensed separately.

You may make one copy of 'Easy Treez' for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of 'Easy Treez' . The assignment, sublicense, networking, sale, or distribution of copies of 'Easy Treez' are strictly forbidden without the prior written consent of 'Abhishek Karmakar'. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of 'Easy Treez'. If any person other than yourself uses 'Easy Treez' registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile 'Easy Treez'. Nor can you create any derivative works or other works that are based upon or derived from 'Easy Treez' in whole or in part.

'Abhishek Karmakar''s name, logo and graphics file that represents 'Easy Treez' shall not be used in any way to promote products developed with 'Easy Treez' . 'Abhishek Karmakar' retains sole and exclusive ownership of all right, title and interest in and to 'Easy Treez' and all Intellectual Property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of 'Easy Treez', products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for 'Abhishek Karmakar'.

3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend 'Abhishek Karmakar' , its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of 'Abhishek Karmakar''s Software.

In no event (including, without limitation, in the event of negligence) will 'Abhishek Karmakar' , its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, 'Easy Treez' or the use or inability to use 'Easy Treez' or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

'Abhishek Karmakar''s entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by 'Abhishek Karmakar') in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the

customer back to 'Abhishek Karmakar'.

3.5 Warranties

Except as expressly stated in writing, 'Abhishek Karmakar' makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the India applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of India therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of 'Easy Treez' and destroy all copies of 'Easy Treez' supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY 'Easy Treez' AS WELL.

5. CONSENT OF USE OF DATA

You agree that 'Abhishek Karmakar' may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to 'Easy Treez'.'Abhishek Karmakar' may also use this information to provide notices to you which may be of use or interest to you.