

CPUID HARDWARE MONITOR PRO END-USER LICENSE AGREEMENT (EULA)

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1.1. GRANT OF LICENSE

This License Agreement grants you the following limited, nontransferable and non-exclusive rights :

- (a) You may use CPUID HARDWARE MONITOR PRO for a non-renewable trial period of 30 days, during which you have the right to make copies of CPUID HARDWARE MONITOR PRO for backup and archival purposes. During this trial period, you may install and use as many copies of CPUID HARDWARE MONITOR PRO as you need for your own, personal use. After this trial period, you must remove and destroy all copies of CPUID HARDWARE MONITOR PRO you have made.
- (b) If you purchased a license of CPUID HARDWARE MONITOR PRO from CPUID, you may make copies of CPUID HARDWARE MONITOR PRO for backup and archival purposes.
- (c) You may NOT sell, loan, donate, distribute, reveal or transfer in any way the license that you purchased from CPUID.
- (d) You may NOT modify, reverse engineer or disassemble CPUID HARDWARE MONITOR PRO.
- (e) You may install CPUID HARDWARE MONITOR PRO on as many PCs as allowed by the license : 10 for the standard version and 20 for the extended version.

For further information, please contact:

CPUID
cpuid@gmx.com

1.2. ALL SALES FINAL

The purchase of CPUID HARDWARE MONITOR PRO is non-refundable and all sales are considered final. The trial period of CPUID HARDWARE MONITOR PRO is available for purposes of determining the suitability of CPUID HARDWARE MONITOR PRO, and so it is assumed that the purchase of CPUID HARDWARE MONITOR PRO was made following a thorough evaluation, and thus, no refunds shall be made. It is the buyer's responsibility use the trial version for its intended purpose of determining suitability. Failure to evaluate CPUID HARDWARE MONITOR PRO prior to purchase does not alter this policy.

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You assume responsibility for the selection of this program to achieve your intended results, and for its installation and subsequent use.

1.4 SOFTWARE DEFECT REPORTING

If you find software defects in CPUID HARDWARE MONITOR PRO, you should report them to cpuz@cpuid.com. CPUID will evaluate them and, at its sole discretion, may address them in a future revision of CPUID HARDWARE MONITOR PRO.

1.5. UPDATES

The CPUID HARDWARE MONITOR PRO updates (including, but not limited to : bug fixes, upgrades, hot fixes, enhancements, modifications, new releases) are provided in the sole discretion of CPUID. If CPUID does provide you with any updates, such updates shall be subject to the terms and conditions of this Agreement (including the License) or such agreement, if any, which accompanies such updates.

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5. LIMITATION OF LIABILITY

IN NO EVENT WILL CPUID BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CLAIMS OR

ACTIONS, ARISING OUT OF THE USE OR INABILITY TO USE CPUID
HARDWARE MONITOR PRO, EVEN IF CPUID HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES, CLAIMS OR ACTIONS. FURTHER, IN NO
EVENT WILL CPUID BE LIABLE FOR ANY CLAIMS BY ANY OTHER PARTY
ARISING OUT OF YOUR USE OF CPUID HARDWARE MONITOR PRO.
SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF
LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE
ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
Nothing contained in this Agreement shall prejudice the
statutory rights of any party dealing as a consumer.

6. INDEMNIFICATION

You agree to indemnify, defend, and hold CPUID harmless from
and against any claims or lawsuits, including costs and
attorneys fees, that arise or result from the use of CPUID
HARDWARE MONITOR PRO, provided CPUID gives you prompt written
notice of any such claim, tenders to you the defense or
settlement of such a claim at your expense and cooperates with
you at your expense in defending or settling such claim.

7. GOVERNING LAW

This Agreement shall be governed by and construed in
accordance with the laws of France. Any legal proceedings
arising under this Agreement shall be instituted only in the
courts of France.

The parties opt out of the United Nations Convention on the
Sale of Goods and choose the laws of the France to apply to
the Agreement and performance hereunder.

8. SEVERABILITY

Should any term of this Agreement be declared invalid,
illegal, void, or not enforceable by any court of competent
jurisdiction, such provision shall be severed from this
Agreement, and the remaining terms shall remain in full force
and effect.

9. WAIVER

The waiver or failure of either party to exercise or enforce
in any respect any of its rights provided for in this
Agreement or take action against the other party in the event
of a breach of this Agreement shall not be deemed a waiver of
any further right under this Agreement by such party or the
right to subsequent enforcement of its rights or actions in
the event of subsequent or the same breaches by the other
party.

Should you have any questions concerning this Agreement, you may contact CPUID by writing:

CPUID
cpuid@gmx.com

10. TRADEMARKS

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11. COMPLETE AGREEMENT

BY USING THIS SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CPUID REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND CPUID RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

12. OPTIONAL SUPPORT SERVICES

At your option and expense, and under a separate agreement, CPUID may provide you with support services related to your use of CPUID HARDWARE MONITOR PRO. Any supplemental software code provided to you as part of the support services shall be considered part of CPUID HARDWARE MONITOR PRO and subject to the terms and conditions of this License Agreement.