

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, non-transferable 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
39 RUE JOSEPH JACQUARD
59240 DUNKERQUE
FRANCE

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.

1.3. COPYRIGHT

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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.

2. RIGHTS OF CPUID

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specifically allowed under this Agreement.

3. TERM

This license is effective until terminated. You may terminate this license at any time by returning all copies of CPUID HARDWARE MONITOR PRO, including merged portions of CPUID HARDWARE MONITOR PRO and all copies of documentation, to CPUID. This license will automatically terminate without notice from CPUID if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy all copies of CPUID HARDWARE MONITOR PRO, including all copies of merged portions of the CPUID HARDWARE MONITOR PRO and all copies of documentation.

4. DISCLAIMER OF WARRANTY

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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:

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39 RUE JOSEPH JACQUARD
59240 DUNKERQUE
FRANCE

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.