

End User License Agreement for Clarity Chromatography Software

IMPORTANT, READ CAREFULLY

This DataApex End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and DataApex for the DataApex software product identified above, which includes computer software and associated media and printed materials, and may include on-line or electronic documentation (SOFTWARE PRODUCT or SOFTWARE). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, promptly return the unused SOFTWARE PRODUCT to the supplier from who you obtained it for a full refund.

SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect this SOFTWARE PRODUCT. This SOFTWARE PRODUCT is licensed, not sold. Each licensed copy of software is protected by a HW security key. A loss of this HW key is considered as a loss of the license rights.

GRANT OF LICENSE

This EULA grants you the following rights:

- You may install SOFTWARE PRODUCT on multiple computers. SOFTWARE PRODUCT will be functional only if a HW key is present and proper user code is entered.
- A copy of software without a HW key „Clarity Demo” can be installed on more than one computer system.
- You may also store a backup copy of the SOFTWARE PRODUCT on a storage device, such as a network server.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Limitations on Reverse Engineering, Recompilation and Disassembly

You may not reverse engineer, recompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Making copies of security HW keys

You may not make a copy or analogue of electronic keys if those are supplied with this product or replace them by different hardware and/or software.

The unauthorized distribution of the program to third parties and the manipulation of program files are strictly prohibited.

LIMITED WARRANTY

DataApex warrants that:

1. the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of one (1) year from the date of receipt, and
2. any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of three (3) years from the date of receipt.

Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

CUSTOMER REMEDIES

DataApex and their suppliers' entire liability and your exclusive remedy shall be, at DataApex option, either

1. return of the price paid, or
2. repair or replacement of the SOFTWARE PRODUCT or hardware that does not meet DataApex Limited Warranty and is returned to DataApex with a copy of your receipt.

This Limited Warranty is void if failure of the SOFTWARE PRODUCT or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATAAPEX AND THEIRS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. NO LIABILITY FOR CONSEQUENTIAL DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DATAAPEX OR THEIR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF DATAAPEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.