

LogViewPlus License (EULA)

This is a Licensing Agreement between you, the end user of this software, and Clearcove Ltd. (hereinafter "Clearcove"). Please read this document carefully. In case you do not agree with the terms and conditions, immediately stop using this software.

1. Grant. Clearcove, subject to the terms and conditions of this Licensing Agreement, hereby grants you a nonexclusive, non-transferable right and licence during the term of this agreement to use LogViewPlus for as long as you abide by the provisions stipulated herein.
2. Copyright. The software specified in this Licensing Agreement is and will be the sole property of Clearcove. It is subject to copyright and as such is protected to the fullest extent allowable by law.
3. Use Limitations. You may not use the software in any way which threatens or violates the owner's copyright. That includes making copies (with the exception of backup copies), reproducing, modifying, decompiling, reverse engineering, disassembling or making derivative products of the software or decoding it in any other way. All rights not expressly granted are reserved. Any copy of the software you are allowed to make pursuant to this agreement must contain the entire copyright and other notices included with the original copy of the software.
4. Transferability. A Personal Licence is granted to the purchaser only and does not permit the purchaser to sell, lend, assign, lease or transfer in any other way any copy of the software. Corporate Licenses may only be transferred to another email address in the same domain. Server and machine licenses can only be transferred if agreed with Clearcove. In all transfer scenarios, the original license is terminated and a new license is granted. Any transfer in violation of this provision is not permitted and may cause your licence to be terminated with no refund of the licensing fee paid.
5. Limited Warranty. Clearcove guarantees that the software will correspond in general terms to the description given in the user documentation for 30 days from the date the product was purchased. Clearcove does not warrant that the software will operate without interruptions or be bug-free. Clearcove will not be held liable for any damages related to data loss or corruption and will not be responsible for maintaining reliable backups. The warranty stated above is the only warranty given and replaces all other warranties, regardless of whether express or implied, including implied warranties of commercial aptitude and fitness for a specific purpose. In case you make a warranty claim within the 30-day warranty period, the liability of Clearcove is limited to replacing the product or refunding you the licensing fee paid.
6. Limitation of Liability. In no event shall Clearcove or Clearcove's partners be liable for any consequential or special damages or lost profits, including, without limitation, consequential or special damages for work stoppage or loss of work product data caused by the use or inability to use this software, even if Clearcove has been advised of the possibility of such damages or losses. By signing this agreement, you agree that Clearcove's liability for damages is limited to a refund of the purchase price of the software. The software is not designed for high-risk applications including situations where the failure of such software would threaten lives or cause extensive material damages. Such applications include operating parts of nuclear power plants, weapon systems, equipment designed for sustaining people's basic bodily functions, etc.
7. Termination. Upon license termination, all copies of the software stored on your hard disk or otherwise archived must be destroyed. License keys may be invalidated. All disclaimers of warranties and limitation of liability set forth in this agreement shall survive any termination of this agreement.

Clearcove reserves the right to terminate any license agreement for any reason where Clearcove believes that the end user has violated this agreement or has otherwise not acted in good faith. Examples include but are not limited to: decompiling source code or excessively installing a license on multiple machines (more than 20). Clearcove requires all license keys to be associated with a valid email address. A valid email address implies the ability to contact the license holder directly.

8. Refunds. In case the software does not meet your requirements or does not suit you for any other reason, you may return it to Clearcove within 30 days of the date of its purchase for a refund of the licensing fee. Refunds imply license termination (discussed above). Refunds issued after the 30 day period are entirely at Clearcove's discretion.

9. Responsibility for Software Updates. In order to ensure that the software functions properly, Clearcove publishes updates to this software on its web pages which may then be automatically installed. These updates improve the workings of the software and fix outstanding issues. The user is responsible for proper configuration of the software updating process to provide for the highest possible level of functional reliability.

10. LogViewPlus supports the use of Add-Ons which must be downloaded and installed separately. Check the Add-On installation files for additional license details. Where a license is not provided the Add-On will be covered by this license.

11. Governing Law. This agreement shall be governed and construed in accordance with English Law and by signing this agreement you agree to refer to mediation any controversy or claim relating which may arise.