

# HttpWatch Four User Team License Agreement

FOR NEUMETRIX LIMITED HTTPWATCH PROFESSIONAL EDITION VERSION 14.x WINDOWS SOFTWARE

This Neumetrix Limited End-User License Agreement ("EULA") is a legal AGREEMENT between you and Neumetrix Limited for the Neumetrix Limited software product identified above, which product includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA.

## SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

### 1) GRANT OF LICENSE

This EULA grants you, the computer software end-user, the following rights:

- i. The SOFTWARE PRODUCT may be used by up to four members of your team.
- ii. You may install and use the SOFTWARE PRODUCT interactively on any PCs used exclusively by up to four members of the team.
- iii. The HttpWatch automation interface can be used on any PC that team members use to run HttpWatch interactively.

### 2) ALTERNATIVE GRANT OF LICENSE FOR UNATTENDED USE THROUGH THE AUTOMATION INTERFACE

- i. This EULA grants the unattended use of the HttpWatch automation interface on up to four PCs or virtual machines (VM) so long as this license is not already been used as described in section 1) for interactive use.
- ii. You can mix interactive users and unattended PCs running HttpWatch so long as the total does not exceed four. For example, you could have three users running HttpWatch on their desktops and an unattended server using the HttpWatch automation interface.

### 3) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- i. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.
- ii. Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT to any party.
- iii. Software Transfer. You may permanently transfer all of your rights under this EULA, provided you (a) retain no copies, (b) transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and (c) the recipient agrees to abide by all of the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT and all of your rights therein, if any.

#### 4) COPYRIGHT AND TRADEMARKS

i. All title, trademarks and copyrights in and pertaining to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animation, video, audio, Music, text, and applets incorporated into the SOFTWARE PRODUCT), the accompanying, printed materials and any copies of the SOFTWARE PRODUCT are owned by Neumetrix Limited or its affiliated companies or suppliers. The SOFTWARE PRODUCT is protected by copyright and trademark laws and international treaty provisions. You must treat the SOFTWARE PRODUCT like any other copyrighted material for archival purposes only. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

ii. You may not remove, modify or alter any Neumetrix Limited copyright or trademark notice from any part of the SOFTWARE PRODUCT, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in the Neumetrix Limited HttpWatch Setup Wizard dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or dynamically or otherwise created by the SOFTWARE PRODUCT.

#### 5) MISCELLANEOUS

Should you have any questions concerning this EULA, or if you desire to contact Neumetrix Limited for any reason, please contact the Neumetrix Limited distributor serving your country, or contact: Neumetrix Limited by e-mail to: [sales@neumetrix.com](mailto:sales@neumetrix.com).

#### 6) LIMITED WARRANTY

i. LIMITED WARRANTY Neumetrix Limited warrants that (a) the SOFTWARE PRODUCT will, for a period of ninety (90) days from the date of your receipt, perform substantially in accordance with Neumetrix Limited's written materials accompanying it, and (b) any Support Services provided by Neumetrix Limited shall be substantially as described in applicable written materials provided to you by Neumetrix Limited, and (c) Neumetrix Limited support engineers will make commercially reasonable efforts to solve any problem issues with the SOFTWARE PRODUCT. To the extent that implied warranties on the SOFTWARE PRODUCT are disclaimable, they are disclaimed herein below. Some states and jurisdictions do not allow disclaimers of or limitations on the duration of an implied warranty, so the above limitation may not apply to you. To the extent implied warranties may not be entirely disclaimed but implied warranty limitations are allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

ii. CUSTOMER REMEDIES Neumetrix Limited's and its suppliers' entire liability and your exclusive remedy shall be, at Neumetrix Limited's option, either (a) return of the price paid by you for the SOFTWARE PRODUCT (not to exceed the suggested retail price) if any, or (b) repair or replacement of the component(s) of the SOFTWARE PRODUCT that do(es) not meet Neumetrix Limited's Limited Warranty and which is returned to Neumetrix Limited with a copy of your purchase receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder, of the original warranty period or thirty (30) days, whichever is longer. Outside of the United States, neither of these remedies nor any product support services offered by Neumetrix Limited are available without proof of purchase from an Neumetrix Limited authorized international source.

iii. NO OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEUMETRIX LIMITED AND ITS SUPPLIERS DISCLAIM ALL, OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC

LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

#### 7) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEUMETRIX LIMITED OR ITS 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 OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF NEUMETRIX LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NEUMETRIX LIMITED'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR TEN UNITED STATES DOLLARS (U.S. \$10.00).

\*\*\*\*\*

#### NEUMETRIX LIMITED PRIVACY POLICY

Neumetrix Limited will not gather any personal information about you or your computer without your explicit approval, except where this license agreement has been violated by the use of invalid or pirated license keys. If you give us personal information or allow us to gather personal information from your computer, we will tell you exactly what we are collecting and what it will be used for.