

HttpWatch Enterprise License Agreement

FOR NEUMETRIX LIMITED HTTPWATCH PROFESSIONAL EDITION VERSION 16.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 unattended PCs or employees of your company or organization, including wholly owned subsidiaries, at any location world-wide.
- ii. You may install and use the SOFTWARE PRODUCT on any PCs belonging to or used by your organization.

2) 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.

3) COPYRIGHT AND TRADEMARKS

- i. All title, trademarks and copyrights in and pertaining to 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.
- ii. You may not remove, modify or alter any Neumetrix Limited copyright or trademark notice from any part of the SOFTWARE PRODUCT.

4) MISCELLANEOUS

Should you have any questions concerning this EULA, or if you desire to contact Neumetrix Limited for any reason, please contact: Neumetrix Limited by e-mail to: sales@neumetrix.com.

5) 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.

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 or (b) repair or replacement of the component(s) of the SOFTWARE PRODUCT that do(es) not meet Neumetrix Limited's Limited Warranty.

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.

6) 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 ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT. 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.