

Preview document - "End User License Agreement"



In the event this EULA is terminated, you must cease use of the Software and destroy all copies of the Software.

7. Jurisdiction. This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in courts located in _____, CA, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.

8. Non-Transferable. This EULA is not assignable or transferable by Licensee, and any attempt to do so would be void.

9. Severability. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

10. WARRANTY DISCLAIMER. LICENSOR, AND AUTHOR OF THE SOFTWARE, HEREBY EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSEE ACCEPTS ANY AND ALL RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE.

11. LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL LICENSOR'S AGGREGATE LIABILITY TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE, EXCEED THE FINANCIAL AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE.

12. Entire Agreement. This EULA constitutes the entire agreement between Licensor and Licensee and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

For additional information regarding this EULA, please contact:

Dmitry Pavlov
Attn: You
