

# License Agreement

## Innovative Solutions

---

### Advanced Uninstaller PRO 2003

---

ver. 6.01

This is an evaluation copy of Advanced Uninstaller PRO 2003. You may use this software for three weeks, after which period you must either buy the software from Innovative Solutions or stop using it. To continue using it, you must buy Advanced Uninstaller PRO 2003 and enter a valid registration code.

THIS IS A CONTRACT. PLEASE READ IT CAREFULLY. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DECLINE WHERE INSTRUCTED, AND YOU WILL NOT BE ABLE TO USE THE SOFTWARE.

Advanced Uninstaller PRO 2003 is the property of Innovative Solutions or its licensors and is protected by copyright law. While Innovative Solutions continues to own the Software, you will have certain rights to use Advanced Uninstaller PRO 2003 after accepting this license.

Except as may be modified by a license addendum which accompanies this license, your rights and obligations with respect to the use of Advanced Uninstaller PRO 2003 are as follows:

#### YOU MAY:

- (1) use one copy of Advanced Uninstaller PRO 2003 on one computer or other electronic device for which the Software was designed, solely for your internal evaluation purposes during the term of this Agreement;
- (2) make one backup copy of Advanced Uninstaller PRO 2003, provided your backup copy is not installed or used on any computer;
- (3) to the extent that the Software is designed and intended solely or principally for use within a multi-user or networked environment, you may use Advanced Uninstaller PRO 2003 on a network, solely for your internal evaluation purposes during the term of this Agreement;
- (4) if a single person uses the computer on which Advanced Uninstaller PRO 2003 is installed at least 80% of the time, then that person may also use the Software on a single home computer.

#### YOU MAY NOT:

- (1) copy the documentation which accompanies Advanced Uninstaller PRO 2003;
- (2) sublicense, rent or lease any portion of Advanced Uninstaller PRO 2003;
- (3) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of Advanced Uninstaller PRO 2003, or create derivative works from the Software; or

#### TERM:

This Agreement is effective for three weeks following the date you installed Advanced Uninstaller PRO 2003 unless you or Innovative Solutions terminate the Agreement earlier in accordance with the terms set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must destroy all copies of Advanced Uninstaller PRO 2003. You may terminate this Agreement at any point by destroying all copies of Advanced Uninstaller PRO 2003.

#### OWNERSHIP RIGHTS:

Advanced Uninstaller PRO 2003 is protected by international copyright laws. Innovative Solutions or its licensors own and retain all right, title and interest in and Advanced Uninstaller PRO 2003, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation, or use of Advanced Uninstaller PRO 2003 does not transfer to you any title to the intellectual property in Advanced Uninstaller PRO 2003, and you will not acquire any rights to the Software except as expressly set forth in this Agreement. All

copies of Advanced Uninstaller PRO 2003 made hereunder must contain the same proprietary notices that appear on and in the Software.

**WARRANTY DISCLAIMER:**

Advanced Uninstaller PRO 2003 IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INNOVATIVE SOLUTIONS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, INNOVATIVE SOLUTIONS MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

**LIMITATION OF LIABILITY:**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL INNOVATIVE SOLUTIONS OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL INNOVATIVE SOLUTIONS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE INNOVATIVE SOLUTIONS CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN IF INNOVATIVE SOLUTIONS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

**HIGH RISK ACTIVITIES:**

The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life- support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Innovative Solutions expressly disclaims any express or implied warranty of fitness for High Risk Activities.

**MISCELLANEOUS:**

This Agreement is governed by international laws. This Agreement sets forth all rights for the user of Advanced Uninstaller PRO 2003 and is the entire agreement between the parties. This Agreement supersedes any other communications with respect to Advanced Uninstaller PRO 2003. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Innovative Solutions. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Innovative Solutions or a duly authorized representative of Innovative Solutions. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.

**INNOVATIVE SOLUTIONS CUSTOMER CONTACT:**

E-mail: [innovative@xnet.ro](mailto:innovative@xnet.ro)

Web : <http://www.innovative-sol.com> (a link will guide you from here to the online payment page)