

END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is a legally binding agreement between you (either an individual or an entity, the "User"), and PalickSoft (hereinafter also referred to as the Licensor) regarding the PalickSoft's software (the "Software" or the "Program") including without limitation a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided and including all forms of code, such as source code and object code, and b) all successor upgrades, revisions, patches, fixes, modifications, copies, additions or maintenance releases of the Software, if any, licensed to you by PalickSoft (collectively, the "Updates"), and c) related user documentation and explanatory materials or files provided in written, "online" or electronic form (the "Documentation" and together with the Software and Updates, the "PRODUCT").

For purposes hereof, "you" means the individual person installing or using the Product on his or her own behalf; or, if the Product is being downloaded or installed on behalf of an organization, such as an employer, "you" means the organization for which the Product is downloaded or installed, then the person accepting this agreement represents hereby that such organization has authorized such person to accept this agreement on the organization's behalf.

By accessing, downloading, installing, storing, loading, executing, displaying, copying the Product into the memory of a Computer, as defined below, or otherwise benefiting from using the functionality of the Product you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not use the Product in any way.

BEFORE YOU PRESS "I AGREE" BUTTON PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I AGREE" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR CLIENT DEVICE, AS SUCH TERM IS DEFINED BELOW.

1. Intellectual property rights

The PRODUCT is owned and copyrighted by PalickSoft.

The Software and any documentation included in the Product are protected by national copyright laws and international treaties.

You agree that the Product and systems, methods of operation and other information contained in the Product constitute valuable trade secrets of the Licensor and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the Russian federation, other countries and international treaties.

Any unauthorized use of the PRODUCT shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution.

Your possession, installation or use of the PRODUCT does not transfer to you any title to the intellectual property in the PRODUCT, and you will not acquire any rights in the PRODUCT except as expressly set forth in this Agreement.

You may use trademarks only insofar as to identify printed output produced by the Product in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. The Licensor and its suppliers own and retain all right, title, and interest in and to the Product, including without limitations any error corrections, enhancements, Updates or other modifications to the Software, whether made by Licensor or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein.

All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Product and you acknowledge that the license granted under this Agreement only provides you with a right of limited use under the terms and conditions of this Agreement.

2. Scope of the License.

You are granted a non-exclusive license to use the PRODUCT as set forth herein.

2.1. Evaluation period.

Anyone may use this PRODUCT (unregistered version) during a test period of thirty (30) days.

You may use the trial version only for evaluation purposes and only during the applicable evaluation period of thirty (30) days, unless otherwise indicated, from the date of the initial installation of the Product.

Following this evaluation period of 30 days or less, if you wish to continue to use the PRODUCT, you MUST register. To register you have to pay for the fully functional version. Upon payment we provide the registration code to you. Any use of the Product for other purposes or beyond the applicable evaluation period is strictly prohibited.

The Software unregistered (trial) version may be freely distributed, provided that the Product is not modified. No person or company may charge a fee for the distribution of the PRODUCT without written permission from PalickSoft.

2.2. Registered license.

Regular license

Once registered, you are granted a non-exclusive license to use the PRODUCT on one computer at a time (for every single-user license purchased).

Personal license

Under personal license you are allowed to use the product on all computers that you (a natural person) own.

Company license

You (a legal entity) may use the PRODUCT on a limited number of computers within one office.

Site license

If you acquired the Site license, you may use the PRODUCT on unlimited number of computers within one office in one geographic location.

2.3. The registered Software may not be rented or leased, or otherwise distributed without prior written consent of PalickSoft.

2.4. Back-up copy

You may not create any copy of the PRODUCT. You can make one (1) copy of the PRODUCT for backup and archival purposes, provided, however, that the original and each copy is kept in your possession or control, and that your use of the PRODUCT does not exceed that which is allowed in this Agreement. If you

permanently transfer the PRODUCT you shall delete all its copies that are in your possession and send PalickSoft a notice thereof.

2.5. Prohibition of reverse engineering

You agree not modify, decompile, disassemble, otherwise reverse engineer the licensed Program, unless such activity is expressly permitted by applicable law. You may not decompile the Software unless it is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs and you have first requested PalickSoft in writing to provide the information necessary to achieve such operability, provided that the following conditions are met:

(a) these acts are performed by the licensee or on his (her) behalf by another person

(b) the information necessary to achieve interoperability has not previously been readily available to the persons referred to in subparagraph (a); and

(c) these acts are confined to the parts of the original program which are necessary to achieve interoperability

Information that is obtained through decompilation

a) can not be used for goals other than to achieve the interoperability of the independently created computer program;

(b) to be given to others, except when necessary for the interoperability of the independently created computer program; or

(c) to be used for the development, production or marketing of a computer program substantially similar in its expression, or for any other act which infringes copyright.

2.6. Modifications

You agree not to modify the Product in any manner, or create derivative works based upon the Product in whole or in part unless such activity is expressly permitted by the present Agreement.

3. Registration code

3.1. Registration code - a unique set of symbols provided to you by PalickSoft and/or its authorized resellers or distributors confirming the purchase of the license from PalickSoft, which contains the information about the license and enable the full functionality of the Program in accordance with the Agreement.

3.2. The Registration Code provided to you by PalickSoft constitutes confidential proprietary information of PalickSoft. For purposes hereof, you agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of PalickSoft. You agree to implement reasonable security measures to protect such confidential information provided to you by PalickSoft and use best efforts to maintain the security of the Registration Code provided to you by the Licensor and/or its authorized resellers or distributors.

4. Warranties and Disclaimers

4.1. PalickSoft warrants that for 90 days from the date the Registration Code is provided to you by Licensor or its distributors or resellers, the media on which Product has been provided will be free from defects in materials and workmanship and that the Software will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by the Licensor. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication or any modification, whether or not such modification is permitted hereunder.

4.2. PALICKSOFT DOES NOT WARRANT THAT THE SOFTWARE IS FIT FOR ANY PARTICULAR PURPOSE. LICENSOR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED.

YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT INCLUDING BUT NOT LIMITED TO ANY DAMAGE THAT CAN BE CAUSED TO YOUR HARD DRIVE OR LOSS OF ANY DATA.

4.3. Remedies

The Licensor and its resellers and distributors' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the license, if any, or (ii) replacement of the defective media in which the Product is contained.

5. Limited liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS RESELLERS OR DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

6. Governing law and jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Russian Federation without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

The courts within the Russian Federation shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Russian Federation and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the courts of the Russian Federation and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction.

7. Miscellaneous.

7.1 Severability

In the event of invalidity of any provision of this License Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

7.2. Technical support.

Technical support is provided via email during the regular business hours (GMT+03:00), except for national holidays in the Russian Federation.

7.3. Refund policy.

The Product is marketed as "shareware" - PalickSoft offers a trial version for potential users for evaluation purposes. Therefore no refund is possible for programs distributed electronically unless there are special circumstances.

7.4. Contact information

PalickSoft reserves the right to amend this Agreement from time to time. Should you have any questions concerning this Agreement contact us at info@siguardian.com

Thank you for testing HDD Temperature!

PalickSoft (<http://www.HDDTemperature.com>)