

IMPORTANT - READ CAREFULLY:

This license agreement is a legal agreement between you (individual or a legal entity) and AceLogix Software, the vendor of the software product "Ace Utilities".

YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT AND THE LIMITATIONS OF YOUR LICENSE BY INSTALLING, COPYING, DISTRIBUTING OR OTHERWISE USING ACE UTILITIES. IF YOU DO NOT AGREE, DO NOT INSTALL, DISTRIBUTE OR USE ACE UTILITIES IN ANY WAYS.

[TABLE OF CONTENTS](#)

1. Definitions
2. Grant of license
3. Restrictions and limitations of use
4. Termination of license
5. Confidentiality
6. Disclaimer
7. Limited liability
8. Distribution
9. Reservation of rights

1. DEFINITIONS

"Ace Utilities " means the Ace Utilities software product and everything included in its official distribution packages, such as the documentation, all the plug-ins, and all other files.

"the Vendor" means the developer of the "Ace Utilities " software product, AceLogix Software.

2. GRANT OF LICENSE

The Vendor grants you the following rights provided that you comply with all terms and conditions of this license agreement:

1. Usage. You may install, use, access, display and run Ace Utilities in so many computers that the license you own allows you to.

3. RESTRICTIONS AND LIMITATIONS OF USE

You are NOT allowed to:

1. Modify, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code, or any parts of it from the binaries of Ace Utilities.
2. Create, develop, distribute, use, install or store in your computer a program, source code, mechanism, method, protocol or algorithm to bypass or to brake Ace Utilities' features or license validation.
3. Remove any product identification, copyright, proprietary notices or labels from Ace Utilities.
4. Distribute, re-distribute, rent, lease or sell the licensed version of Ace Utilities or any portions of it or the license itself or any portions of the license without a written permission from the Vendor.
5. Distribute Ace Utilities in any other form than in the official distribution packages without a written permission from the Vendor.
6. Use the licensed version of Ace Utilities if you know that the copy you are using is illegal or the license itself is illegal or fake.
7. Use, run, copy, distribute or store Ace Utilities in your computer if this license agreement is violated in any ways.

4. TERMINATION OF LICENSE

The Vendor has the right to terminate this license if you do not abide by the terms and conditions of this license, in which case you must destroy all copies of Ace Utilities and all of its component parts.

5. CONFIDENTIALITY

Licensed version of Ace Utilities and any license authorization codes or files are confidential. You agree to take adequate steps to protect Ace Utilities and any license authorization codes and registration file from authorization disclosure or use. You agree that you will not disclose the licensed version of Ace Utilities, any parts of it, its license or any parts of the license to any third party.

6. DISCLAIMER

THE VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM, OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT ACE UTILITIES IS PROVIDED "AS IS" AND THAT THE VENDOR DOES NOT WARRANT THAT ACE UTILITIES WILL RUN UNINTERRUPTED OR ERROR FREE NOR THAT ACE UTILITIES WILL OPERATE WITH HARDWARE AND/OR SOFTWARE NOT PROVIDED BY THE VENDOR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

7. LIMITED LIABILITY

The entire risk as to results and performance of Ace Utilities is assumed by you. Under no circumstances will the Vendor or his licensors be liable for any direct or special, indirect, incidental, exemplary or consequential damages of any kind or nature whatsoever, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in any way related to Ace Utilities or this agreement, even if the Vendor or his licensors have been advised of the possibility of such damage or if such damage could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this agreement. Such limitation on damages includes, but is not limited to, damages for loss of goodwill, lost profits, loss of data or software, work stoppage, computer failure or malfunction or impairment of other goods. In no event will the Vendor or his licensors be liable for the costs of procurement of substitute Software or services. In addition, in no event will the total liability of the Vendor in connection with this agreement or Ace Utilities exceed the actual amount paid to the vendor, if any, for Ace Utilities giving rise to the claim. You acknowledge that Ace Utilities is not designed or licensed for use in on-line equipment in hazardous environments such as operation of nuclear facilities, aircraft navigation or control, or life-critical applications. The Vendor expressly disclaims any liability resulting from use of Ace Utilities in any such on-line equipment in hazardous environments and accepts no liability in respect of any actions or claims based on the use of Ace Utilities in any such on-line equipment in hazardous environments by you. For purposes of this paragraph, the term "life-critical application" means an application in which the functioning or malfunctioning of Ace Utilities may result directly or indirectly in physical injury or loss of human life.

8. DISTRIBUTION

Unlicensed version of Ace Utilities may be freely distributed provided that it is not modified in any ways and that the original distribution packages remain intact with all accompanying files, and provided that no fee is charged (except for any reasonable fees necessary to cover costs of distribution media), and that this license agreement is not violated in any ways.

9. RESERVATION OF RIGHTS

The Vendor reserves all rights not expressly granted to you in this license agreement.

Ace Utilities
Copyright 1999-2002 AceLogix Software.
All rights reserved.