

CleanCenter End User License Agreement

READ CAREFULLY: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND MINIWISH SOFTWARE, INC. ("MINIWISH") FOR THE MINIWISH'S SOFTWARE PRODUCT IDENTIFIED ABOVE, WHICH MAY INCLUDE USER DOCUMENTATION PROVIDED IN ONLINE OR ELECTRONIC FORM ("SOFTWARE"). BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE.

1. GRANT OF LICENSE

(a) Evaluation

The SOFTWARE is a shareware program and is provided at no charge to the user for evaluation. The purpose of shareware software is to provide personal computer users with quality software on a "try before you buy" basis, however payment is still required for continued use of the product. If you find this program useful, you must make a registration payment (see the registration instructions for details).

(b) Redistribution of Evaluation Copy

If you are using SOFTWARE on an evaluation basis you are hereby licensed to make copies of the evaluation SOFTWARE as you wish; give exact copies of the original evaluation SOFTWARE to anyone; and distribute the evaluation SOFTWARE in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may not charge any distribution fee for the copy or use of the evaluation SOFTWARE itself, but you may charge a distribution fee that is reasonably related to any cost you incur distributing the evaluation SOFTWARE (e.g. packaging). You must not represent in any way that you are selling the software itself. Your distribution of the evaluation SOFTWARE will not entitle you to any compensation from Miniwish.

(c) Registered Copy

After you have purchased the license for SOFTWARE, and have received the file enabling the registered copy, you are licensed to copy the SOFTWARE only into the memory of the number of computers corresponding to the number of licenses purchased. The primary user of the computer on which each licensed copy of the SOFTWARE is installed may make a second copy for his or her exclusive use on a portable computer. Under no other circumstances may the SOFTWARE be operated at the same time on more than the number of computers for which you have paid a separate license fee. You may not duplicate the SOFTWARE in whole or in part, except that you may make one copy of the SOFTWARE for backup or archival purposes. You may terminate this license at any time by destroying the original and all copies of the SOFTWARE in whatever form. You may permanently transfer all of your rights under this EULA provided you transfer all copies of the SOFTWARE (including copies of all prior versions if the SOFTWARE is an upgrade) and retain none, and the recipient agrees to the terms of this EULA.

2. RESTRICTIONS

Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, or lend the SOFTWARE. You may permanently transfer all of your rights under this EULA, provided the recipient agrees to the terms of this EULA.

3. TERMINATION

Without prejudice to any other rights, Miniwish may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE.

4. COPYRIGHT

The SOFTWARE is owned by Miniwish Software, Inc. and is protected by international treaty provisions. You may not copy the printed materials accompanying the SOFTWARE (if any), nor print copies of any user documentation provided in on-line or electronic form. You must not redistribute the registration codes provided, neither on paper nor electronically.

5. LIMITED WARRANTY

THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE AUTHOR or AUTHORS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THE PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, SUPERSEDING ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL MINIWISH OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF MINIWISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, MINIWISH'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF US\$1.00 OR LICENSE FEE PAID BY YOU.