

ZylCPUUsage

Copyright (C) 2003-2007 by Zyl Soft.
All Rights Reserved

SOFTWARE LICENSE

Distribution of the Evaluation Edition

You may copy the Evaluation Edition of this software and documentation as you wish, and give exact copies of the original Evaluation Edition to anyone, and distribute the Evaluation Edition of the software and documentation in its unmodified form via electronic means, but you should not charge or request donations for any such copies however made, or from distributing the software and/or documentation with other products without the author's written permission.

Licensed Version

On payment of the appropriate license fee, the user is given the royalty-free license, which entitles the user to install and use the software for development purposes.

A **Single Developer License** is granted for one developer, which means that it is permissible for the same developer to install more than one copy of the software provided that only one copy is in use at any time.

A **Site License** is granted for an organization, which means that it is permissible for the same organization to install and use an unlimited number of copies of the software provided inside the organization.

There are no limitations on the purpose, distribution and usage conditions of the user's software, which is developed with the legally obtained royalty-free software license.

UNDER NO CIRCUMSTANCES IS IT PERMISSIBLE FOR THE SOURCE CODE OF THIS SOFTWARE TO BE DISTRIBUTED TO END USERS.

Whilst every care has been taken in the construction and testing of this software, it is supplied subject to the condition that the user undertakes to evaluate the suitability of the control for his/her purposes. Zyl Soft makes no representation of the software's suitability for any purpose, and the user agrees that Zyl Soft has no responsibility for any loss or damage occasioned by the use of this software.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND Zyl Soft DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMANCE WITH DESCRIPTION, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Zyl Soft BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF Zyl Soft HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, Zyl Soft's CUMULATIVE AND ENTIRE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THIS LICENSE.

Should any term of these terms and conditions be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

If you do not agree to these conditions you should not install this software.