END USER LICENSE AGREEMENT FOR ENERGYGAUGE SOFTWARE.

IMPORTANT-READ CAREFULLY: This EnergyGauge End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as “You”) and the Florida Solar Energy Center for the EnergyGauge software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the “Software Product”). The Software Product also includes any software updates, add-on components, web services and/or supplements that EnergyGauge may provide to you or make available to you after the date you obtain your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, 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, access or use the Software Product; instead, you should return it to your place of purchase for a full refund.

SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

1. GRANT OF LICENSE. This section of the EULA describes your general rights to install and use the Software Product. The license rights described in this Section are subject to all other terms and conditions of this EULA.

   General License Grant to Install and Use Software Product. You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device (“Device”). A license for the Software Product may not be shared.

   Reservation of Rights. All rights not expressly granted are reserved by EnergyGauge.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

   Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

   Separation of Component Parts. The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one Device unless expressly permitted by this EULA.

   Termination. Without prejudice to any other rights, EnergyGauge 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 Product and all of its component parts.
3. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by EnergyGauge or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software Product.

4. BACKUP COPY. After installation of one copy of the Software Product pursuant to this EULA, you may keep the original media on which the Software Product was provided by EnergyGauge solely for backup or archival purposes. If the original media is required to use the Software Product on the Device, you may make one copy of the Software Product solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

5. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and EnergyGauge relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any subject matter covered by this EULA. To the extent the terms of any EnergyGauge policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.