AOMEI Backupper Beta END-USER LICENSE AGREEMENT

Copyright (c) 2009-2017 AOMEI Technology Co., Ltd. All rights reserved.

IMPORTANT–READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) later referred to as "USERS" and AOMEI Technology Co., Ltd. later referred to as "AOMEI" for the product AOMEI Backupper Beta later referred to as "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, copy or use the SOFTWARE. Installing and using the SOFTWARE signifies acceptance of these terms and conditions of the license.

AOMEI may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in this EULA. The furnishing of this document does not give you any license to these patents, trademarks, copyrights, or other intellectual property.

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE.

- 1.1 The SOFTWARE is completely free to use during beta test period and may be expired after beta test. USERS has the right to install, load and use the SOFTWARE on unlimited number of computers in the home and business environments, with no intention to gain commercial advantage or monetary compensation.
- 1.2 The SOFTWARE may be freely distributed, if the distribution package is not modified. No person or company may charge a fee for the distribution of this SOFTWARE without written permission from the copyright holder.

2. LIMITATIONS.

- 2.1 USERS may not reverse engineer, recompile, and disassembly, modify, translate the SOFTWARE and make any attempt to discover the source code of the SOFTWARE.
- 2.2 USERS may not transfer, sell, re-sell, offer for sale or distribute the SOFTWARE. The sale of and/or distribution of copies of this SOFTWARE are strictly forbidden. It is a violation of this EULA to sell, loan, rent, lease, borrow, or transfer the use of copies of the SOFTWARE except if it's permitted by the terms and conditions of a separate agreement

signed by AOMEI.

2.3 USERS may use this SOFTWARE in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of this SOFTWARE together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race sexual orientation or age is strictly prohibited.

3. DISCLAIMER OF WARRANTY.

THE SOFTWARE IS DISTRIBUTED "AS IS". NO WARRANTY OF ANY KIND IS EXPRESSED OR IMPLIED. YOU USE AT YOUR OWN RISK. AOMEI WILL NOT BE LIABLE FOR DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISUSING THIS SOFTWARE.

4. USER EXPERIENCE (UX) IMPROVEMENT PROGRAM.

In order to understand our user's needs, and deliver better products and services to our user, we invite you to join our User Experience Improvement Program.

If you choose to join the program, you will not be interrupted by additional messages when using your computer, and the operation of the program will not decrease the performance of your computer. AOMEI collects anonymous information about your computer hardware configuration, how you use our products and problems you might have with our products. We respect your privacy. No personally identifiable information will be collected, like your name, address, phone number, or keyboard input.

The program is voluntary. You can opt in/out the program at any time by checking/unchecking Menu » Settings » Other » Join the User Experience Improvement Program.

5. SOFTWARE SUPPORT.

Support will only be provided via e-mail. Queries regarding the installation and use of the SOFTWARE should be submitted via e-mail to support@aomeitech.com. If you have questions about buying or updating our products, please email us at sales@aomeitech.com.

6. RESERVATION.

From time to time AOMEI may, in our sole discretion update or modify this EULA. The most recent version of this EULA is located at: http://www.backup-utility.com/eula.html. AOMEI reserves all rights not expressly granted to you in this EULA.