END-USER LICENSE AGREEMENT – V11.3

ACCEPTANCE

Please read this document carefully.

Before installing this product, you must accept the terms of this End-User License Agreement (hereinafter "EULA"). By installing or using the software or by clicking on "**I Accept**," you (on behalf of yourself and the business entity you represent) agree that you have read all of the terms and conditions of this EULA and that you fully accept to be bound by these terms and conditions.

This EULA applies to the then current version of the *Product*.

DEFINITIONS

Built-in Help: First level of documentation provided directly on the screen while using the *Product,* such as illustrated popup tooltips when a cursor is moved over a functional object or informative texts provided in dialog boxes in conjunction with functional controls.

Distributor: The commercial entity that has provided the *Product* to the *End User*. The *Distributor* may be a commercial distributor, but also directly the *Editor* and more frequently an instrument manufacturer that integrates the *Product* into their own offering.

Documentation: All operating guides, and other reference materials, including in particular the *Reference Guide, examples and tutorials*.

Editor: The developer and editor of the *Product* is the company DIGITAL SURF SARL potentially including its subsidiaries, whose registered office is 16 rue Lavoisier, 25000 Besançon, FRANCE.

Effective Date: Date of the first launch of the product.

End User: Individual user(s) employed by the company or organization that bought the *Product* from the *Distributor*.

Fixed-term License: License to *use* the *Product* with a fixed expiry date, with a License term commencing on the *Effective Date* and ending as of the expiry of its subscription period.

Licensee: Any natural or legal person including but not limited to the *End user*, *User* or *Distributor*, to whom this license to *Use* the *Product* is granted, in order to *use* the *Product* upon acceptance of the terms and conditions of this EULA.

Permanent license: License to *use* the *Product* granted for an unlimited period of time unless otherwise stated in this EULA.

Product: The analysis software that you are installing right now.

The *Product* may be a generic software product supplied by DIGITAL SURF under DIGITAL SURF's brands such as MountainsMap™, MountainsSEM™, MountainsSPIP™ or MountainsLab™.

Alternatively, the *Product* may be a specific version adapted for an instrument in partnership with the instrument manufacturer; in such a case the *Product* is usually offered under the manufacturer's brand(s). In some cases, the *Product* may also be embedded in the manufacturer's software.

Protection key: small hardware device (dongle) that must be plugged into a USB port on the PC in order to make it possible to run the *Product*. ***Network Protection keys*** are available for multiple licenses. Alternatively, the *Protection key* can also be an equivalent piece of software.

Reference Guide: set of electronic documentation pages available with the software when pressing F1.

Services: Any services performed or provided by the *Product*, such as metrology results calculated by the *Product*, or any services performed or provided by the *Distributor* or the *Editor* in connection with the *Product*.

Update: Replaces a version of the software by a more recent equivalent version (i.e. same level, same options). A change in functionality may however occur.

Upgrade: Increases the level of an installed *Product* or its number of *Optional Modules*. An *upgrade* may be within the same version number or alternatively it may require a simultaneous *update*.

Use: To install, run or *use* the *Product,* or the installation, running or *use* of the *Product*.

User: Either the *End User* of the *Product* or an employee of the *Distributor,* for example a Sales Engineer or Application Engineer. Also referred to as “You” in this document.

User Interface: Set of visual elements of the *Product* that includes, in particular, the Document, Ribbon bar, Icons, Dialog boxes and Panels.

Supplementary terms are defined further in this agreement. For greater ease of reading, the terms defined specifically by this agreement are shown in ***Bold Italics*** at the place they are defined, and shown in simple *Italics* elsewhere.

LICENSE GRANT

The *Editor* hereby grants the *User* a non-assignable, non-transferable, non-exclusive limited license to install and use the *Product* in executable code form solely and its *Documentation*, under the terms and conditions of this EULA.

DISTRIBUTION AGREEMENT

The *Editor* has granted some *Distributors* the right to use, market, distribute licenses and support the *Product* as the analysis software delivered with their instruments.

In such cases, this does not imply any copyright transfer to the *Distributor* and all provisions below relating to intellectual property are applicable to the *Distributor*. For convenience the *Distributor* may however be entitled to refer to the *Product* under its own customized name and to communicate about the *Product* as its own product.

The terms and conditions of this EULA apply to the *End user* regardless of the distribution channel of the *Product*.

INSTALLATION

In the case of a hardware *Protection key*, the *Protection key* can be moved from a PC to another PC, the *Product* will run only on the PC on which the hardware *Protection key* is plugged-in (or visible on the network).

In the case of a software *Protection key,* the license is activated using an activation code; the software *Protection key* is permanently attached to the PC on which it has been activated with no possibility to move it.

The User shall ensure that the *Product* is installed on a computer that complies with the technical specifications stated by the *Editor* for the version and product level installed.

SERIAL NUMBER OF THE LICENSE

The *Product* is protected by either a USB *Protection key* or a software code *Protection key*. In each case, a unique *Serial Number* identifies the license and represents a proof of license.

DO NOT LOSE THE *PROTECTION KEY*.

PLEASE WRITE THE SERIAL NUMBER IN A SAFE PLACE. IT WILL BE NEEDED FOR ANY COMMUNICATION WITH THE *DISTRIBUTOR*.

In case of a lost or stolen *Protection key*, *Users* must provide official certification of loss in order to obtain a replacement. In case of a damaged *Protection key*, *Users* must send the *Protection key* back before it can be replaced.

A Serial Number is private information bound to individual or multiple licenses. It should not be communicated to third parties.

PRODUCT LEVEL

The *Product* is usually available in different levels, corresponding to different instruments or applications. In some cases, *Users* can upgrade their *Product* to a higher level (see the *Upgrades* provisions).

OPTIONAL MODULES

Optional modules are available for purchase depending on the *Product*. These modules bring advanced features or application-oriented features. A description of these modules can be found in the *Reference Guide*.

Optional modules may be evaluated during a 30-day trial period.

Contact your *Distributor* for more information and to receive an activation code.

MULTIPLE LICENSES

Floating multiple licenses are available for the same site. In order to consider that computers belong to the same site they need to comply with the three following conditions:

(1) they must be linked to the same local network,
(2) they must be used by the same legal entity, and
(3) they must be located at the same geographical place.

Floating multiple licenses can be installed at a unique geographical site and on a single network using a single network *Protection key*. *Floating Multiple Licenses* must have the same product definition, the same set of *Optional modules* and must be of the same version.

Stand-alone multiple licenses are regular individual licenses (one *Protection key* per *user*) that were purchased at the same time or subsequently for use at a unique geographical site.

In both cases, *Multiple licenses* allow the installation of the software on any number of computers, but restrict the number of simultaneous *users* to the number of licenses purchased, the price depending on this number.

Multiple licenses benefit from special prices. Please contact your *Distributor*.

FREE TRIAL LICENSES

A free trial license may be granted to the *End User* for evaluation of the *Product* during a 30-day period. This 30-day period may be renewed at the *Editor*'s sole discretion, and may be canceled at any time at its sole discretion.

Upon expiry of each 30-day period of the free trial license, the *Product* that is the subject of this trial license will be disabled. Upon free trial license expiry, the *End User* undertakes to remove the Product from any of the computers on which it has been installed and undertakes to comply with all other obligations and restrictions in this EULA.

This evaluation period shall be used to check the suitability of the *Product's* features and the *Product* compatibility both with instrument file formats and with the *End User*'s hardware and software configuration.

Any other use of the *Product* provided *via* a free trial license grant, especially business, commercial, production or research use is prohibited.

An *evaluation period* may or may not be offered by your *Distributor* depending on their own policy. Contact your *Distributor* for more information.

DEMONSTRATION PROTECTION KEYS

For the purpose of sales promotion, the *Editor* provides the *Distributor* with ***Demonstration Protection keys***. They allow employees of the *Distributor*, in particular Sales Engineers and Application Engineers to demonstrate a particular *Product* level with a specified set of *Optional Modules*. *Demonstration Protection keys* must be reactivated every 12 months.

The *Demonstration Protection keys* shall be used by the *Distributor*'s employees only, for internal use or sales promotion activities. *Demonstration Protection keys* shall not be supplied (in particular they shall not be given, lent or rented) to any third party (in particular to the prospects or the *End User)*, and shall not be used for paid services/activities.

Documents produced with a *Demonstration Protection key* have the message "For demonstration purposes only" written in the page footer. The *User* shall not try to hide or alter this message.

VERSIONS AND UPDATES

The software version is formalized by a three-digit system, e.g. version 9.0.9213

Major version updates correspond to a first digit change in the version number of the software (e.g., from version 8 to version 9). They bring major new features that usually include changes in the *user interface* and product definitions.

Interim updates correspond to a second digit change (for example from 9.0 to 9.1) and will bring some new features.

Service packs correspond to a third digit change (for example 9.0.6634 to 9.0.6754) and will bring bug fixes and minor improvements.

Major and *Interim* version *Updates* are not free of charge. The *Serial Number* of the license is required for all paid *updates.*

Please contact your *Distributor* for more information about *Updates*.

UPGRADES

Upgrades allow *Users* to access higher levels of functionality of the *Product*. *Upgrades* are not free of charge.

Please contact your *Distributor* for more information. The *Serial Number* of the license is required for *upgrades*.

To be eligible to apply for *Upgrades*, the *Product* must be up-to-date with the latest version.

LANGUAGES

Unless otherwise specified in the *Product* description, the *Product* is available and installed in several languages as follows. The language can be changed from the *Preferences* in the *File* menu.

The ***User Interface*** (including *Built-in help*) is available in: English, French, German, Spanish, Italian, Polish, Brazilian Portuguese, Russian, Japanese, Simplified Chinese and Korean.

The ***Reference Guide*** is available in: English, French, German and Japanese. When not available in a given language, the *reference guide* is displayed in English. Except for the free trial Licenses the *Reference Guide* is always installed with the *Product*.

The *Editor* reserves the right to change language availability at its discretion without prior notice.

Some translations may not be available for recently introduced features and will usually be made available in the following *interim updates* or *service packs*.

If you find any incorrect or mistaken translations, please report the error to your *Distributor* or to the *Editor*: this will help to improve the quality of future versions.

INTELLECTUAL PROPERTY RIGHTS

The company DIGITAL SURF SARL, Besançon, France, (*The Editor*), is the sole owner of the Intellectual Property rights contained in the *Product* (including without limitation, copyrights, trademarks and trade secrets), except for a few embedded libraries that may contain, in addition, intellectual property of third

parties. Such intellectual property rights are licensed under different terms which are listed in the specific provision “Embedded libraries” below.

The *Product* is protected by copyright laws, trade secrets protection laws, and international treaties.

The *Product* is licensed and not sold. All intellectual property rights, titles and interests, in and to the licensed *Product* and *Documentation*, including without limitation, copyrights, trademarks and trade secrets, are, and shall at all times remain, the exclusive property of the *Editor*.

The license granted herein applies only to the executable code version of the *Product*. No *Licensee* shall have or acquire any rights whatsoever with respect to the source code developed and owned by the *Editor*.

Access to the source code is denied, including for maintenance, bug-fixing, or interoperability reasons. Under the terms of this EULA, the Editor reserves the sole and exclusive right to correct errors and determine the specific terms and conditions necessary to enable the Product to be used, in accordance with its intended purpose, by the Licensee.

The license to market or *use* the *Product*, granted under the terms and conditions of this EULA does not imply any transfer of intellectual property of any kind to, the *Distributor,* or the *User*.

End Users, *Distributors* or any third party may from time to time suggest enhancements to the *Product*, that may or may not be implemented by the *Editor*; they may also contribute to its translation, pass on information on file formats to assist with compatibility issues or help resolve problems; in all instances, unless specified in a specific cooperation agreement relating to, and restricted to, a particular dedicated module, any contribution to the *Product* will not produce any Intellectual Property rights for the supplying party, and the *Editor* will remain the sole owner of any Intellectual Property on the resulting enhancements.

Should any third party infringe any intellectual property rights related to the *Product*, the *Licensee* shall notify the *Editor* of any such infringements.

TRADEMARKS

Mountains®, MountainsMap™, MountainsSEM™, MountainsSPIP™, MountainsLab™, MountainsUniversal™, MountainsSpectral™, MountainsImage™ Digital Surf® and ®, are registered trademarks of DIGITAL SURF, Besançon, France.

When the *Product* is provided by a *Distributor*, it may have a different brand name defined by the *Distributor*. In such case, the product name may be a registered trademark of the *Distributor*.

RESTRICTIONS ON USE

Components accompanying the *Product* shall not be used separately. This includes (but is not limited to) executable code, example interface, source code, images, pictures, icons, measurement data sets, texts, help files, HTML or JavaScript code, which are all copyrighted by the *Editor*.

Text and images of the *Reference Guide* shall not be copied, reproduced or published, in any media or form, without the written prior permission of the *Editor*.

Elements of the *Product user interface* are protected against copy or forgery by specific deposits to Intellectual Property official local agencies and the *Editor* reserves the right to prosecute counterfeiters.

Licensee will not (attempt to nor attempt to allow any third party to) modify any component of the *Product*, nor adapt, alter, amend, separate, reverse engineer, decompile, disassemble or decode the whole or any part of the *Product's* executable code or accompanying files, create derivative work or otherwise attempt to derive source code from the *Product*, nor translate the whole or any part of the *Product* into another language.

Except to the extent of the authorized *Distributor*'s specific products names and branding, it is not authorized to alter, remove or obscure any copyright, trademark, logo, proprietary and/or other legal notices on or in copies of the *Product* or *Documentation*.

Plug-in facilities may be offered with the Product's APIs and can be used by the Licensee to develop and market application-specific features on the general-purpose base supplied by Digital Surf in the Product. However, developing such plug-ins shall not be used by the Licensee as a way to duplicate or replace existing features in the Product; more generally, the Licensee undertakes not to use low-level configurations of the Product to develop its own high level general-purpose solutions that already exist or if not, without offering previously Digital Surf to develop such general-purpose features.

EMBEDDED LIBRARIES – THIRD-PARTY SOFTWARE

The *Product* includes several embedded libraries supplied by third parties, the licenses of which are listed in the "Mountains – Third-party components" appendix available in the *Product*'s installation folder, the *Licensee* agrees to be bound by such licenses.

For a very few instruments, the compatibility to some of their data file formats may be achieved by the means of a Dynamic Link Library (hereinafter referred to as the "DLL"). Such object code DLL is produced by the instrument manufacturer and is supplied within the Mountains software installation by special agreement between Digital Surf and the instrument manufacturer. Digital Surf endorses no responsibility regarding the use of such DLLs by the User. Digital Surf cannot guarantee the continuity of such supplies in the future, nor the availability of updates for them in future versions. The list of these DLLs can be found in the "Mountains - Third-party components" appendix available in the Product installation folder.

Digital Surf makes technically possible the compatibility with KnowItAll software which is edited by John Wiley & Sons, Inc. This software being edited by a third-party, Digital Surf cannot guarantee the continuity of this compatibility.

COMPATIBILITY WITH INSTRUMENT FILE FORMATS

Each version of the *Product* is compatible with a dedicated set of instrument file formats.

The availability of a file format in the *Product* does not imply necessarily that there is any special agreement between the *Editor* and the corresponding *Instrument Manufacturer*.

File formats are subject to change by *Instrument Manufacturers*. In some cases, a recent variant of a file format may not be compatible with a given version of the *Product*. While the *Editor* is keen to update the *Product* in its latest version, no guarantee can be given that it will be updated within a given time or that the updated version will be available to the *User*. Any *update* will follow the commercial terms defined in the "Versions and Updates" section.

USE OF RESULTS PRODUCED

Except in the case of free trial licenses, the *User* can use printouts, screen copies, numerical results, graphs and data produced by the *Product* for any purpose such as educational material, scientific publications, oral presentations, industrial or metrological reports, etc. without referring to the *Editor*.

Users are allowed to mention the name of the *Product* and its version, but not to copy or reproduce its *Documentation* (as stated in the Intellectual Property Rights clause).

TERMS OF MOUNTAINS® SOFTWARE MAINTENANCE PLAN ("MSMP")

The **Mountains® Software Maintenance Plan** (hereinafter "*MSMP*") is included in the *Fixed-term license* at no additional charge.

MSMP is also included with the purchase of any permanent license, but for a 12-month period (*MSMP* 12-month free period). Upon expiry of such initial period, *MSMP* may be renewed at the then-current price, as long as the *Editor* still offers such service and as long the *Product* concerned is maintained.

MSMP is not included by default with any *Upgrade*.

MSMP includes:

- All updates (service pack, interim and major updates) released during the period covered by the SMP,
- Advanced technical support (personalized support sessions on request, subject to personnel availability),
- Access to Digital Surf Academy (e-learning platform).

FIXED-TERM LICENSE

A Fixed-term License for Mountains® software is available for renewable 3- or 12- month periods.

The Fixed-term License will commence on the *Effective Date* and will end as of the Expiry date of its subscription period.

The *Fixed-Term License* is attached to one PC only.

To ensure uninterrupted service, the *Licensee* may renew their subscription period at the end of the initial period, for 3 or 12 months, failing which, the *Fixed-term License* will be disabled.

TECHNICAL SUPPORT

Bugs can be reported to the *Distributor* (via the *Distributor*'s E-mail address) or to the *Editor* (support@digitalsurf.com) or through the customer's portal at:

http://support.digitalsurf.com/

The *Editor* makes its best efforts to ensure the quality of the *Product*. However, reporting a bug does not imply the right to receive a fixed version.

Digital Surf reserves the exclusive right to correct any errors that may affect the operation of the Product, under no circumstances may these operations be carried out either by the Licensee or by a third party.

Save in case of valid SMP, fixed versions will be provided within the same major version, provided this major version is still maintained.

Technical support requests shall include the serial number, *Product* definition, *Product* version, the diagnostic files, a detailed explanation on how to reproduce the bug and additional files (data files, documents) that can be sent to help reproduce the bug (hereinafter referred to as "*User Data*").

The diagnostic files can be found under the Help tab. It contains useful information for the Editor's technical support team and can speed up the process of solving the problem.

This *User Data* will only be requested from the *User* in the event of a bug resolution or technical support request on his part and will solely be used for such purposes.

Under no circumstances may the *Product* itself transmit this *User Data* to the *Editor* without the *User*'s prior consent, which consent will be formalized by the *User* clicking on "OK" in the dialogue relating to the sending of the "diagnostic file".

The *User* is therefore free to transmit this *User Data* or not, but the *User* understands that the *Editor* may not be able to perform technical support without this input *User Data*; consequently the *Editor* declines its responsibility in providing technical support whenever User Data or complementary information requested as necessary to understand the issues are not supplied.

The *Licensee* is aware and accepts that as part of the *Editor's Product* improvement process, the *Editor* may obtain feedback from the *Product* regarding the hardware profile and operating system of the *User*, (hereinafter referred to as "*Improvement process data*").

Improvement process data shall be collected and processed by the *Editor* for the purpose of producing statistics and trends relating to *Users* configurations (such as the number of CPUs, graphics card, vertical and horizontal resolution, RAM, operating system version).

Improvement process data are not linked to any license numbers, they are strictly used for anonymous statistical purposes only, and no link of any kind is established between the *Improvement process data* and a specific *User*.

CONFIDENTIALITY

Confidentiality applying to *User Data:*

In connection with the licensing of the *Product*, the *Editor* may gain access to *User Data* in the framework of the provisions of the clause "TECHNICAL SUPPORT" of the EULA.

Editor undertakes to protect the *User Data* from disclosure using no less than a reasonable degree of care. The *Editor* undertakes not to use the *User Data* for other purposes than the exercise of its rights and performance of its obligations under this *EULA*.

Subject to the limited right set out above, no ownership or intellectual property rights in any *User Data* shall be transferred to the *Editor*.

Confidentiality applying to the *Product Confidential Information*:

User acknowledges that the *Product* embodies confidential and proprietary information, including trade secrets (referred to as the "*Product Confidential Information*").

User undertakes to protect the *Product Confidential Information* from disclosure using no less than a reasonable degree of care. The *User* undertakes not to use the *Product Confidential Information* for other purposes than the exercise of its rights and performance of its obligations under this EULA.

Subject to the limited right set out in the *EULA*, no ownership or intellectual property rights in any *Product Confidential Information* shall be transferred to the *User*.

Exceptions to confidentiality:

The confidentiality obligation set forth in shall not apply to any confidential information which (i) were in possession of the receiving party before being received in the framework of this *EULA*; (ii) are or become publicly available through no fault; (iii) are independently developed without reliance on the confidential information; (iv) are received from a third party with no duty of confidentiality; (v) was priorly approved in writing for disclosure.

Neither the obligations set forth in the confidentiality provisions nor the receipt by the editor of confidential information shall be construed to limit the *editor* from independently developing or acquiring products or technologies without the use of your confidential information, nor to work with persons or entities that have independently developed information or materials similar to such confidential information.

FUTURE RELEASES – PRODUCT ENHANCEMENT

The *Editor* reserves the right to enhance, change or discontinue the *Product* without prior notice, although any such enhancement, change in, or discontinuance of, the *Product* shall not abrogate your right to continue using a previously licensed *Product* for the duration of the term.

Beta versions may be provided to the *Distributor* for the sole purpose of testing and under no circumstances for industrial or commercial purposes. Beta versions have a built-in time limitation. The decision to provide the *Distributor* with beta versions will be subject to the *Editor*'s whole discretion.

The decision as to whether a new release of *Product* will be made available and the date of any such new release will remain subject to the *Editor's* whole discretion.

Title and rights relating to all enhancements remain the *Editor*'s exclusive property.

INFRINGEMENT WARRANTY

The *Editor* represents that at the best of its knowledge, the *Product* does not infringe any third party's intellectual property right. The *Editor* shall defend the *User* in the event that a judicial demand is made alleging that the *Editor* infringes any third party's intellectual property right ("*Claim*"), provided that:

(a) the *User* promptly notifies the *Editor* in writing of the *Claim*, and,

(b) the alleged violation is not the result of the *User,* in particular resulting of any breach of this EULA or of unauthorized modification or alteration of the *Product*, and,

(c) gives to the *Editor* the exclusive control over the conduct of the defense and the settlement of the *claim*, the *Editor* being free to enter into or pursue any procedure of its sole choice, and,

(d) the *User* fully cooperates at its own cost and expense with the *Editor* in such defense and any related settlement negotiations or final judgment award, in particular by providing the *Editor* with all the information, elements and reasonable assistance necessary to enable it to carry out its defense or to reach a settlement agreement, and,

(e) makes every reasonable effort to limit any loss or damage.

DISCLAIMER OF WARRANTY

Except to the extent otherwise required by law, the *Product*, *Documentation*, and all maintenance and support, pre-sales support, *Services* or items *the Editor* may provide arising out of or relating to this EULA are provided “as is and with all faults” and without warranty of any kind.

The *Editor* disclaims all warranties, whether express, implied, statutory or otherwise, including without limitation, warranties of merchantability, design, operation, absence of errors, accuracy, applicability or completeness of output, lack of negligence, security, and fitness for a particular purpose.

The *Licensee* expressly acknowledges and agrees to assume the entire risk and responsibility for their choice of the *Product* to achieve their intended results, for the installation, *use*, misuse, of the *Product* and the results obtained from the *Product*.

The *Editor* and the *Distributor* do not warrant that the Product will perform in every operating system, that the operation of the *Product* or the *Services* will be uninterrupted or error-free, or that defects in the *Product* or the *Services* will be corrected. No oral or written information or advice given by the *Editor*, the *Distributor* or their respective authorized representatives shall create a warranty.

The *Licensee* is entirely responsible for keeping full back-up copies of its data (such as documents produced using the *Product*) in accordance with best industry practice.

LIMITATION OF LIABILITY

The *Product* is a complex scientific software tool intended to assist the *Licensee* in the *Licensee*’s R&D and design processes. Using the *Product* requires particular skills and judgment for its correct *use* and for the interpretation of the computed results. The *Product* is not intended to be, nor is it, a substitute for rigorous engineering know-how and testing of products by the *Licensee* prior to production and sale.

To the extent not prohibited by applicable law, under no circumstances shall the *Distributor* or the *Editor* be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for the loss of profits, loss of data, business interruption, any other commercial damages or losses, or third party claims arising out of or related to the *Use* or inability to *Use* the *Product* or the *Services*, however caused, regardless of the theory of liability (contract, fault or otherwise) and even if the *Distributor* or the *Editor* has been advised of the possibility of such damages.

Under no circumstances shall the *Distributor* or the *Editor* be liable for indemnifying direct or indirect immaterial damages such as loss of exploitation, loss of profit, commercial prejudice, etc., linked to *Use* of the *Product or Services*.

Under no circumstances will the aggregate liability of *Editor* to the *Licensee* exceed the amount of the fees payable under the purchase order pursuant to which the subject matter of the claim arose.

Users shall validate all results before using the *Product* or the *Services* for any activity, in particular for activities that carry risks of any kind whatsoever, including, but not limited to, production, life science, defense or transportation. If any problem or error is detected, it shall, however, be reported without delay to the *Distributor* and to the *Editor*.

Although the *Product* was fully tested with the best practices, the *Editor* cannot guarantee that it is bug free.

EXPORT RESTRICTIONS

The *Licensee* must comply with all domestic and international export laws and regulations that apply to the *Product*.

TERM

Unless terminated earlier according to this agreement, especially according to termination provisions below, this EULA will continue perpetually in case of a perpetual license, and will end as of the expiry of the subscription period concerning the *Fixed-term License*.

TERMINATION

Upon any breach of the terms and conditions of this EULA, the *Editor* may immediately and without prior notice and without indemnity of any kind, terminate this EULA if the *User* fails to comply with any of its terms and conditions and the *User* shall cease all *use* of the software.

In such cases, the *Editor* reserves the right to discontinue support, *updates* or assistance and may even remotely disable the *Protection key* in case of fraud.

When the *Product* is no longer used, the *User* may unbind himself from this EULA by destroying (recycling) the *Product*'s materials (CD, *Protection key*, *Documentation*) or returning them to the *Editor* or to the *Distributor*.

Provisions relating to intellectual property rights, trademarks, restrictions on *use*, limitation of liability, disclaimer of warranty, will survive termination or expiry of this agreement.

ENTIRE AGREEMENT

The terms and conditions of this EULA, and the *Editor*'s quotations that incorporate this EULA terms and conditions by reference, constitute the complete and exclusive statement of the agreement between the *Editor* and the *Licensee* and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter of this license to *Use* the *Product*. No purchase order or any other standardized business form issued by the *Licensee*, even if such purchase order or other standardized business form provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, add to or delete from the terms of this EULA in any manner whatsoever and all such terms are hereby objected to and rejected and shall not contractually bind the *Editor* whatsoever.

APPLICABLE LAW

In the event of a dispute, and in the absence of an amiable settlement, both parties agree that this contract will be interpreted according to French Laws by the Tribunal judiciaire of Paris.

CONTACT

Should you have any questions, please contact your *Distributor* or the *Editor* (www.digitalsurf.com)

Thank you for reading this document.

This document was last updated in August 2026.

END OF THE *END-USER LICENSE AGREEMENT*