

END-USER LICENSE AGREEMENT – V9.2

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.

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.

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

INSTALLATION

The *User* can install the *Product* on any number of computers. The *Product* can be run if a *Protection key* is plugged in (or visible on the network) or if the license is activated using an activation code.

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*.

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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.

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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*.

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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*.

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*.

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Terms applying to Libgwyfile Library:

The *Product* embeds Libgwyfile library, which is a MIT- licensed embeddable library that provides functions for reading and writing of Gwyddion GWY files.

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<https://www.intel.com/content/dam/develop/external/us/en/documents/pdf/intel-simplified-software-license-version-august-2021.pdf>

Terms applying to Eigen library:

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Eigen is downloadable from the web site <https://gitlab.com/libeigen/eigen/-/releases>

For more information about Eigen see http://eigen.tuxfamily.org/index.php?title=Main_Page

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Ceres Solver is licensed under the New BSD license, whose terms are as follows.

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For more information about Ceres Solver see <http://ceres-solver.org/>

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Terms applying to the Apache log4net™ library:

The product embeds the Apache log4net™ library to assist the output of log statements.

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Terms applying to the WebP library:

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Terms applying to the AutoMapper library:

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See: <https://github.com/AutoMapper/AutoMapper/blob/master/LICENSE.txt>

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Terms applying to CIVIDIS color palette:

The product embeds a CIVIDIS color scale to help color-blind users.

Authors: Chris Anderton, Jamie Nunez, and Ryan Renslow

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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.

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

A new *MSMP* can be set only for a *Product* of the latest current version. *Users* willing to subscribe to *MSMP* may hence need to purchase also an *Update* to such latest version of the *Product*.

MSMP includes:

- (i) Technical support which will consist on reasonable telephone, E-mail or web-based support respecting the *Use of the Product*
- (ii) *Software Updates* as defined in the "Versions and Updates" provision above
- (iii) Discounted prices on metrology seminars
- (iv) *Insurance services*: free software license replacement in case of PC change, replacement of broken or stolen *Protection key*.

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TECHNICAL SUPPORT

Bugs can be reported to the *Distributor* (via the *Distributor's* E-mail address) or to the *Editor* (support@digitalsurf.fr)

Bug reports shall include the serial number, *Product* definition, *Product* version, the diagnostic file and a detailed explanation on how to reproduce the bug. Additional files (data files, documents) can be sent to help reproduce the bug.

The *Diagnostic file* 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.

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- (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,
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