

1 Scope

The following license and usage conditions apply to the installation and use of the present simulation software eniacSim add-in for Microsoft Excel (hereinafter referred to as "software"). The software and any patents, copyrights, trademarks, trade names, know-how and developments relating to it are the property of NEROM & Partner GmbH (hereinafter referred to as "licensor") and are protected by applicable law.

By installing the software, you are consenting to be bound by this agreement. If you do not agree to all of the terms of this agreement, do not proceed with the installation process. If you violate the terms of this agreement, the license expires and you are no longer entitled to use the software.

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The licensor is the sole owner of the software and, subject to payment of a license fee, grants you a non-exclusive license to use the software. You are not authorised to modify, translate, reverse engineer, decompile, disassemble, distribute, sell, lend or lease the software.

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The licensor is entitled to amend or supplement these license and usage conditions at any time and to notify you of this in a suitable way. By continuing to use the software, you agree that the changes and additions will be binding upon you as soon as you have received them. Otherwise, the license expires and you are no longer entitled to use the software.

3 Title and Deactivation of License

Licenses purchased under company names are the property of the company. The company/owner of a license may transfer the license between different users, provided the license is deactivated and the software is uninstalled from the old user's computer device before it is activated on a new user's computer device.

4 Termination

Without prejudice to any rights, the licensor may terminate this agreement if you fail to comply with the terms and conditions of this agreement. In such event, all of your license keys will be deactivated and you must delete all copies of the software.

5 Support

In respect of purchased licenses, we shall provide to you a technical support for the period of 6 consecutive months from the day of the purchase of the licence. If you cannot find an answer to your question on the Q&A site you may contact us at the given email address and we shall use reasonable endeavours to assist you in the resolution of the issue. The support shall not be transferable to any other person and will not be provided for trial products or third party solutions.

6 Disclaimer of Warranty

The software is provided to you "as is" and without warranties as to the performance or merchantability or any other warranties whether expressed or implied. The statistical calculations provided in the software are accurate to the best of our knowledge; however, the validity cannot be guaranteed.

The user is responsible for decisions made based on the results generated by the software. Because of the various hardware and software environments into which the software may be installed, no warranty of fitness for a particular purpose is offered.

The user must assume the entire risk of using the software. Any liability of the licensor will be limited exclusively to product replacement or refund of proportional purchase price.

7 Limitation of Liability

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall the licensor be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. The licensor disclaims all liability for loss, loss of profits, tangible and intangible losses and for indirect damages such as lost or destroyed data, non-observing schedules, third party claims or other special, incidental or consequential damages resulting from the installation and use of the software whether or not it was appropriate.

In no event will the licensor be liable for any damages in excess of the amount the licensor received from you for a license for the software, even if the licensor shall have been informed of the possibility of such damages, or for any claim by any other party.

8 Miscellaneous

The present license and usage conditions are subject to Austrian law. Place of jurisdiction is the commercial court of Vienna, Austria.

The licensor reserves the right to change the terms and conditions for the use of this software.

9 Contact

NEROM & Partner GmbH

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Contact for support and technical help: contact@eniacsim.com

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