

Software *winMASW*® – *HoliSurface*® – ELIOVSP – HS-QC (Quality Check) End User License Agreement: Terms and Conditions

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This End-User License Agreement (“EULA” or “Agreement”) is a binding legal agreement between you (“You”) and ELIOSOFT - GIANCARLO DAL MORO (the “Company”) which sets forth the terms and conditions under which you are licensed to use the software products being distributed with this EULA.

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1. License

Subject to your full compliance at all times with the terms and conditions set forth in this EULA, ELIOSOFT grants You a non exclusive license to download, install and use the software products.

2. Activation

The software products operate via a USB hardware dongle.

The USB dongle is programmed with a decrementing counter that records the number of available runs.

Only the two most recent releases issued for each version of *winMASW*®, *HoliSurface*®, ELIOVSP, HS-QC (Quality Check) are available for download from winmasw.com.

3. Definition of a run

A run is defined as a working session from the launch to the closing of the software, during which an unlimited amount of data can be analyzed.

Once all available runs have been used, the licence can be renewed via a remote session.

4. Registration

To complete the purchase You should register the software products by sending an e-mail (info@winmasw.com) reporting the product you bought *winMASW*® (version *Academy*, *Professional*, *3C*, *Standard*, *Lite*, *winHVSR*), *HoliSurface*®, ELIOVSP and/or HS-QC (Quality Check), the reseller from which you bought it and, finally, the UID (*User ID*) and SN (*Serial Number*) reported in the key holder.

This way, you are entitled to receive assistance, news and case studies. Failure to register within one month after purchase involves the loss of the right to assistance.

5. Use

You acknowledge that ELIOSOFT assumes no responsibility in case of inappropriate use of our software products.

Please, before using the software products make sure You have acquired sufficiently robust theoretical background on surface wave analysis.

6. Assistance

Assistance will be provided by e-mail or remote computer session and is free only for users in good standing with maintenance (see art. 6).

7. Maintenance Service

Unless otherwise stated, in order to receive the software updates released after the date of the purchase a maintenance fee is required.

The assistance not related to any bug or malfunctioning of the software is free only for one year after the date of the purchase.

8. Upgrading

At any time You can upgrade your version to some higher version (e.g. from *Standard* to *Academy*).

9. Educational License

The *Educational License* is reserved to Universities and scientific institutions for educational purposes only and is granted sending two USB dongles instead of just one (standard/commercial license). Since we strongly believe that the use of the software for educational purposes requires the most advanced techniques for the analysis of surface waves currently available, the *Educational License* is provided only for *winMASW*® *Academy*, *HoliSurface*® and/or ELIOVSP. Institutions who choose such a license are required not to use the software for not merely educational purpose.

If a University or Research Institution intends to apply for an *Educational License*, a prior formal declaration (signed by the head of the Department/Faculty/Institution) regarding the merely-educational use of the software is required.

The institutions who carry out contract work for any third party can opt for a *Standard License* (one USB dongle) or, alternatively, for a *mixed License* (two or more USB dongles provided at a price that will be fixed case by case).

10. Prohibition on disposals

It is prohibited to license or sublicense or make available in any way, for free or in return for payment, to any third party the software products without ELIOSOFT previous permission.

11. Damaging, theft and bewilderment

In case of damaging the USB dongle You can get a new one after providing us with the damaged dongle and paying the cost of the new key.

In the event of theft or loss, a new USB dongle will be provided upon ELIOSOFT's receipt of a copy of the report filed with the competent authorities and payment of an amount corresponding to the full price of the License.

12. Special cases

In case You need a second USB dongle this will be granted with a discount (fixed case by case). The two keys will constitute a single License and may not be sold to any third party separately.

13. Demo Version

The efficiency of the techniques implemented in our software applications is presented in the books and articles listed in the Publication section of our website (www.winMASW.com). For evaluation purposes, a demo USB dongle with a limited number of runs may be requested for 400 euros (plus shipping). If a full license is subsequently purchased, the demo dongle can be permanently activated remotely.

14. Publications

The Licensee that intends to mention our software products – *winMASW*®, *HoliSurface*®, ELIOVSP and/or HS-QC (Quality Check) – in technical/scientific publications is mandatorily required to obtain ELIOSOFT's prior express written consent.

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