

License Agreement

1. License Issue

The software company Fine s.r.o. ("Fine") confirms granting a license for use of the purchased computer program, manual and other accompanying documentation on your computer or the computer under your supervision providing you comply with the following licensing conditions*. Licensing conditions may differ depending on the hardlock used, which serves to protect the software against the making of illegal copies. Local (single computer) and net (computers connected through a net system).

Local License

Providing you a local version, the following licensing conditions apply:

- The program can be installed on arbitrary number of computers
- The program will not operate unless the appropriate hardlock is used.
- All programs can be installed using a single or multiple hardlock, depending on the number of licenses purchased and specific user requirements.

Network License

Purchasing a license for installing the program in a network of computers gives you with the possibility of using the program as a multi-user installation under the following conditions:

- The program shall be used in a computer network
- One or more users are allowed to work with the same program depending on the number of purchased licenses, i.e. more users may have an access to the same program, but at a given time the number of users is limited by the number purchased licenses.
 Additional licenses only apply to offices of the same organisation name within the same country.
- The program will not operate unless the appropriate network hardlock is used.

Multi-License

Providing you purchase a multi-license, you can use arbitrary number of local and network licenses. Additional licenses only apply to offices of the same organisation name within the same country.

Commercial License

Programs are purchased (or leased) for full price and they can be used for commercial purposes.

Educational License

We offer significant discounts on software licenses exclusively for educational purposes such as trainings, classes or individual study. The license must not be used for commercial or any other purposes.

Research License

Research license is provided for research institutions to use for their research in the fields of geotechnical analyses and modeling at very favourable price. Software can be used only for research purposes and the results cannot be used in the commercial sphere. In the case of the grants the license is valid only in the grant duration.



Demo '	Version	

Demo versions containing all manuals are available for free of charge at finesoftware.eu/download. Demo CD upon request can be also delivered by regular mail for free. No hardlock is needed to run a demo.

Freeware

Freeware programs are full versions of programs and are supplied for free. No hardlock is needed to run a freeware version.

2. General Conditions

The hardlock represents the license. Loosing a hardlock results in loss of the corresponding license. If a hardlock is damaged we offer the possibility of hardlock replacement for the cost of a new hardlock (see price list). The old key, however, must be returned.

Software is provided using <u>Personalized Setup</u>, which is always available on the Internet. This tool also maintains future updates. Installation CD is available on request. User guide in electronic form is available on the internet.

3. Customer support

Basic technical support is provided to all our customers for free via e-mail hotline@finesoftware.eu or through the technical support contact form.

Basic technical support is also provided to users with older versions of our programs. However, we reserve the right to terminate technical support of versions with at least two available upgrades to the current date. You may purchase a single program upgrade or get them through subscribing to Fine Maintenance program.

4. Privacy Policy

By purchasing a software license, the customer agrees to this privacy policy:

- The customer agrees that Fine may use the personal data to process the order and provide support (by Fine or by respective Fine dealer).
- Fine takes reasonable steps to protect client personal information from unauthorised access, use or disclosure.

5. Restrictions

The license owner is not authorized to:

- Carry out inverse analysis, software de-compilation or de-composition unless under legal resolutions such steps are needed to obtain information necessary to achieve mutual compatibility of this software with an independently developed program or with other programs providing the information if not immediately provided by Fine or not otherwise available.
- Provide, distribute, lease, lend, or sell a software license or in some other way to transfer software, documentation or its parts, or rights granted by the license agreement to any other person without prior written approval given by Fine.
- Remove, modify or hide any description, labels or logo from the software or its documentation.
- Modify, translate or adapt the licensed program and documentations or to propose or create new products on their basis.
- Use any devices, software or other tools to overcome or remove any form of program protection used by Fine against illegal copying, or to use software with a hardlock, an authorized code, a serial number or other devices for protection against illegal copying not provided by Fine or by an authorized dealer.



5. Disclaimer of Liability

Fine shall not be liable for direct, indirect, incidental, consequential, special, or exemplary damages (even if advised of the possibility of such damages) such as, but not limited to, loss of revenue, substitute goods/services, or anticipated profits or lost business.

Fine and/or its respective dealers make no representations about the suitability of the information contained in the information, content, documents, and related graphics published on this document (website) for any purpose. All such information, content, documents, and related graphics are provided for use at your own risk and "as is" without warranty of any kind. In no event shall Fine and/or its respective suppliers be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of equity, contract, negligence, or other tort action, arising out of or in connection with the use or performance of software, information, content, documents, related graphics, provision of or failure to provide services available from or through this document (website).

The information, content, documents, and related graphics published in this document may include technical inaccuracies, errors, or omissions. Fine and/or its respective suppliers may, but are not obligated to, make improvements and/or changes in the information, service(s), product(s), and/or the program(s) described herein at any time.

* Terms of the license agreement may differ slightly depending on the region or a reseller.