

InventSim End-User Software License Agreement (EULA)

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As far as permitted by law the licensor in regard to the software and the accompanying written documents declines any further warranties regardless of the fact if they were granted explicitly or tacitly, he also explicitly declines warranty for the usage and fitness for a certain purpose.

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EM Invent is explicitly excluded from all liability for damages of any kind which might be caused by any third party software with the Software. Additionally EM Invent is excluded from any obligation to provide remedial actions for damages of any kind which might be caused by any third party software.

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It is not possible to achieve useful results for practical purposes with the InventSim unless they are subjected to separate procedures in which all data are verified, tested and checked. In particular no product shall be constructed with the results obtained with the InventSim which have not been submitted to other known procedures of inspection, construction and subsequent tests of the product. The evaluation version of InventSim is only for testing the software and its capabilities. It should not never be used for designs that are going into production.

§6 Infringements

EM Invent will not be held liable for any patent infringements committed by the end user as a result of the end user's design, production, offer or distribution of patent protected components or structures created using the software covered by this contract. This Disclaimer refers in particular to infringements of Third Party Intellectual Property Rights.

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§8 Reverse engineering.

Modification, reverse engineering, reverse compiling, or disassembly of the Software is expressly prohibited. If, however, you are a resident of the European Union ("EU"), information necessary to achieve interoperability of the Software with other programs within the meaning of the EU Directive on the Legal Protection of Computer Programs will be available to you from EM Invent upon written request.

§9 Benchmarking. You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties with respect to any other Software, only if EM Invent has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact EM Invent at benchmark@eminvent.com to request such review and approval) prior to such publication and distribution.

§10 Jurisdiction.

This agreement is subject to the law of Poland. Place of jurisdiction is Gdansk (Poland).