

Terms of the SigmaXL Inc. End User License Agreement (EULA)

ACCEPTANCE OF TERMS

By installing this program, you are consenting to be bound by this agreement. If you do not agree to all the terms of this agreement, do not proceed with the installation process.

GRANTING OF LICENSE

Subject to payment of the license fee, SigmaXL Inc. grants to you a non-exclusive license to use "DiscoverSim" in a manner described below. All license fees are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency.

LICENSE TERMS

SigmaXL Inc. grants you a non-exclusive license to use "DiscoverSim" in the manner described below:

You may:

- (a) install "DiscoverSim" on any single computer;
- (b) install "DiscoverSim" on a second computer provided it is used by only the specified licensed user;

You may not:

- (a) permit other individuals to use "DiscoverSim";
- (b) permit concurrent use of "DiscoverSim";
- (c) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on "DiscoverSim";
- (d) copy "DiscoverSim";
- (e) rent, lease, transfer rights to "DiscoverSim"; or
- (f) remove any proprietary notices or labels on "DiscoverSim".

TECHNICAL SUPPORT

Payment of the license fee entitles you, at no additional charge, to technical support in accordance with our Support Policy. This includes software maintenance updates as they become available, and product activation requests.

Phone, email, and online support are available for the current release of DiscoverSim and for one year after a version is no longer commercially distributed. This includes assistance with installation, activation and use of the software.

INTELLECTUAL PROPERTY RIGHTS

The Licensor represents and warrants that it holds all necessary rights, title, and interest in and to the Software and that the use of the Software in accordance with this Agreement does not and will not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

VIRUS-FREE WARRANTY

The Licensor warrants that, to the best of its knowledge, the Software, when delivered to the Licensee and installed in accordance with the Licensor's instructions, will be free from viruses, worms, Trojan horses, spyware, malware, and other malicious code that could cause harm to the Licensee's systems or data.

TITLE

Licenses purchased under company names are the property of the company. A company may transfer licenses between users, provided the software is uninstalled from the old user's computer(s).

Individual licenses may be transferred to a new computer provided DiscoverSim has been uninstalled from the original computer.

REVOKE LICENSE

Assigned licenses can be revoked at the request of the company/owner of the license. Once a license has been revoked, DiscoverSim cannot be accessed using that license. The license can then be replaced with a new number which can be assigned to a new user.

TERMINATION

Without prejudice to any rights, SigmaXL Inc. may terminate this agreement if you fail to comply with the terms and conditions of this agreement. In such event, you must destroy all copies of "DiscoverSim."

DISCLAIMER OF WARRANTY

"DiscoverSim" and the accompanying files are sold "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 package are accurate to the best of our knowledge; however, this validity is not guaranteed.

The user is responsible for decisions made based on the results generated by the package.

Because of the various hardware and software environments into which "DiscoverSim" may be installed, no warranty of fitness for a particular purpose is offered.

The user must assume the entire risk of using the program. Any liability of the Licensor (SigmaXL Inc.) will be limited exclusively to product replacement or refund of purchase price.

LIMITATION OF LIABILITY

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall SigmaXL Inc. or its suppliers or resellers 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. In no event will SigmaXL Inc. be liable for any damages in excess of the amount SigmaXL Inc. received from you for a license for "DiscoverSim", even if SigmaXL Inc. shall have been informed of the possibility of such damages, or for any claim by any other party.

This limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, in such circumstances this limitation and exclusion may not apply.

MICROSOFT SECURITY REQUIREMENT

As an Excel add-in, Microsoft Office security settings may require macros to be digitally signed before they are run. SigmaXL Inc. uses Digicert, which verifies that the application has been created by SigmaXL Inc..

This is done through digital signatures from Digicert that must be renewed every 3 years.

CONTACTS

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Phone: 1-888-744-6295 or 519-579-5877

SigmaXL Inc. reserves the right to change the terms and conditions for the use of this product