

END-USER LICENSE AGREEMENT – V8.2

ACCEPTANCE

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This EULA applies to the then current version of the *Product*.

DEFINITIONS

Distributor: the commercial entity that has provided the *Product* to the *End User*. The *Distributor* may be a commercial distributor, but also directly the *Editor* and more frequently an instrument manufacturer that integrates the *Product* into their own offering.

Documentation: All operating guides, and other reference materials, including in particular the *Reference Manual*, the *Reference Guide*, *examples and tutorials*.

Dongle: small hardware device that must be plugged into a USB port on the PC in order to make it possible to run the *Product*. **Network dongles** are available for multiple licenses. Alternatively, the dongle can also be an equivalent piece of software.

Editor: the developer and editor of the *Product* is the company DIGITAL SURF SARL potentially including its subsidiaries, whose registered office is 16 rue Lavoisier, 25000 Besançon, FRANCE.

Effective Date: Date of the first launch of the product.

End User: Individual user(s) employed by the company or organization that bought the *Product* from the *Distributor*.

Fixed-term License: License to use the *Product* with a fixed expiry date, with a License term commencing on the *Effective Date* and ending as of the expiry of its subscription period.

Licensee: Any natural or legal person including but not limited to the *End user*, *User* or *Distributor*, to whom this license to *Use* the *Product* is granted, in order to use the *Product* upon acceptance of the terms and conditions of this EULA.

Built-in Help: first level of documentation provided directly on the screen while using the *Product*, such as illustrated popup tooltips when a cursor is moved over a functional object or informative texts provided in dialog boxes in conjunction with functional controls.

Product: the analysis software that you are installing right now.

The *Product* may be a generic software product supplied by DIGITAL SURF under DIGITAL SURF’s brands such as MountainsMap™, MountainsSEM™, MountainsSPIP™ or MountainsLab™.

Alternatively, the *Product* may be a specific version adapted for an instrument in partnership with the instrument manufacturer; in such a case the *Product* is usually offered under the manufacturer’s brand(s). In some cases, the *Product* may also be embedded in the manufacturer's software.

Reference Guide: set of electronic documentation pages available with the software when pressing F1.

Reference Manual: paper version of the *Reference Guide*.

Services: any services performed or provided by the *Product*, such as metrology results calculated by the *Product*, or any services performed or provided by the *Distributor* or the *Editor* in connection with the *Product*.

Update: replaces a version of the software by a more recent equivalent version (i.e. same level, same options). A change in functionality may however occur.

Upgrade: increases the level of an installed *Product* or its number of *Optional Modules*. An upgrade may be within the same version number or alternatively it may require a simultaneous update.

Use: To install, run or use the *Product*, or the installation, running or use of the *Product*.

User: either the *End User* of the *Product* or an employee of the *Distributor*, for example a Sales Engineer or Application Engineer. Also referred to as “You” in this document.

User Interface: set of visual elements of the *Product* that includes, in particular, the Document, Ribbon bar, Icons, Dialog boxes and Panels.

Supplementary terms are defined further in this agreement. For greater ease of reading, the terms defined specifically by this agreement are shown in ***Bold Italics*** at the place they are defined, and shown in simple *Italics* elsewhere.

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The terms and conditions of this EULA apply to the *End user* regardless of the distribution channel of the *Product*.

INSTALLATION

The *User* can install the *Product* on any number of computers. The *Product* can be run if a dongle is plugged in (or visible on the network) or if the license is activated using an activation code.

The *User* shall ensure that the *Product* is installed on a computer that complies with the technical specifications stated by the *Editor* for the version and product level installed.

SERIAL NUMBER OF THE LICENSE

The *Product* is protected by either a USB dongle or a software code. In each case, a unique *Serial Number* identifies the license and represents a proof of license.

DO NOT LOSE THE DONGLE.

PLEASE WRITE THE SERIAL NUMBER IN A SAFE PLACE. IT WILL BE NEEDED FOR ANY COMMUNICATION WITH THE DISTRIBUTOR.

In case of a lost or stolen dongle, *Users* must provide official certification of loss in order to obtain a replacement. In case of a damaged dongle, *Users* must send the *Dongle* back before it can be replaced.

A *Serial Number* is private information bound to individual or multiple licenses. It should not be communicated to third parties.

PRODUCT LEVEL

The *Product* is usually available in different levels, corresponding to different instruments or applications. In some cases, *Users* can upgrade their *Product* to a higher level (see the *Upgrades* provisions).

OPTIONAL MODULES

Optional modules are available for purchase depending on the *Product*. These modules bring advanced features or application-oriented features. A description of these modules can be found in the *Reference Guide*.

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- (1) they must be linked to the same local network,
- (2) they must be used by the same legal entity, and
- (3) they must be located at the same geographical place.

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Multiple licenses benefit from special prices. Please contact your *Distributor*.

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For the purpose of sales promotion, the *Editor* provides the *Distributor* with **Demonstration Dongles**. They allow employees of the *Distributor*, in particular Sales Engineers and Application Engineers to demonstrate a particular *Product* level with a specified set of *Optional Modules*. *Demonstration Dongles* must be reactivated every 12 months.

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VERSIONS AND UPDATES

The software version is formalized by a three-digit system, e.g. version 8.0.9213

Major version updates correspond to a first digit change in the version number of the software (e.g. from version 7 to version 8). They bring major new features that usually include changes in the user interface and product definitions.

Interim updates correspond to a second digit change (for example from 8.0 to 8.1) and will bring some new features.

Service packs correspond to a third digit change (for example 8.0.6634 to 8.0.6754) and will bring bug fixes and minor improvements.

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LANGUAGES

Unless otherwise specified in the *Product* description, the *Product* is available and installed in several languages as follows. The language can be changed from the *Preferences* in the *File* menu.

The **User Interface** (including Built-in help) is available in: English, French, German, Spanish, Italian, Polish, Brazilian Portuguese, Russian, Japanese, Simplified Chinese and Korean.

The **Reference Guide** is available in: English, French, German and Japanese. When not available in a given language, the reference guide is displayed in English. Except for the free trial Licenses the *Reference Guide* is always installed with the *Product*.

The **Reference Manual** is available in English, French, German and Japanese. It can be purchased separately.

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Terms applying to Libgwyfile Library:

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Eigen is downloadable from the web site <https://gitlab.com/libeigen/eigen/-/releases/3.3.8>.

For more information about Eigen see http://eigen.tuxfamily.org/index.php?title=Main_Page

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Terms applying to the AutoMapper library:

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Terms applying to CIVIDIS color palette:

The product embeds a CIVIDIS color scale to help color-blind users.

Authors: Chris Anderton, Jamie Nunez, and Ryan Renslow

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- (ii) Software *Updates* as defined in the "Versions and Updates" provision above
- (iii) Discounted prices on metrology seminars and on printed *Reference Manual*
- (iv) Insurance services: free software license replacement in case of PC change, replacement of broken or stolen *Dongle*.

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Bugs can be reported to the *Distributor* (via the *Distributor's* E-mail address) or to the *Editor* (support@digitalsurf.fr)

Bug reports shall include the serial number, product definition, product version, the diagnostic file and a detailed explanation on how to reproduce the bug. Additional files (data files, documents) can be sent to help reproduce the bug.

The *Diagnostic file* can be found under the *Help* tab. It contains useful information for the *Editor's* technical support team and can speed up the process of solving the problem.

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