

# **END-USER LICENSE AGREEMENT FOR jems software**

May 28 2019

## **1. END-USER LICENSE AGREEMENT**

This jems Software End-User License Agreement (hereinafter "AGREEMENT") is a legal agreement between you (either an individual or a single entity) and Dr. Pierre Stadelmann for the jems software product identified above, which includes computer software and associated media and on-line or electronic documentation, and may include printed materials (hereinafter "SOFTWARE PRODUCT" or "SOFTWARE"). This software has been developed by Dr. Pierre Stadelmann., chemin Rouge 15, CH-1805 Jongny, Switzerland.

By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this AGREEMENT. If you do not agree with the terms of this AGREEMENT, you may not use the SOFTWARE PRODUCT.

## **2. SOFTWARE PRODUCT LICENSE**

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

### **2.1 GRANT OF LICENSE**

Usage and copying. You may install and use one copy of the registered SOFTWARE PRODUCT on a single computer. You may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. You may not transfer or distribute registered versions of the SOFTWARE PRODUCT, registration keys and/or passwords, and any other materials and/or components received by you as part of the registration package. Any such copying, transferring or distributing of the SOFTWARE PRODUCT shall result in immediate and automatic termination of this AGREEMENT and may result in criminal and/or civil prosecution.

### **2.2 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental. You may not rent or lease the SOFTWARE PRODUCT. Usage of the SOFTWARE PRODUCT should be carried out according to the current legislation.

## **2.3 TERMINATION**

Without prejudice to any other rights, Dr. Pierre Stadelmann 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 the SOFTWARE PRODUCT and all of its component parts.

## **2.4 COPYRIGHT**

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by Dr. Pierre Stadelmann. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, or (b) install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

## **2.5 DISCLAIMER OF WARRANTY**

THE SOFTWARE PRODUCT IS DISTRIBUTED "AS IS". NO WARRANTY OF ANY KIND IS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU USE THE SOFTWARE PRODUCT AT YOUR OWN RISK. THE AUTHOR WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF DR. PIERRE STADELMANN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **2.6 APPLICABLE LAW AND PLACE JURISDICTION**

Swiss law shall apply and the place of jurisdiction shall be Vevey, Switzerland.

