

ACCEPTANCE OF TERMS

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

GRANTING OF LICENSE

Subject to payment of the license fee, SigmaXL grants to you a non-exclusive license to use "DiscoverSim" in a manner described below.

Payment of the license fee also entitles you to whatever technical support SigmaXL provides, on the condition that you are using the current version of "DiscoverSim".

LICENSE TERMS

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

1. Single User License.

You may:

- (a) install "DiscoverSim" on any single computer;
- (b) install "DiscoverSim" on a second computer so long as only one copy is used at a time;

You may not:

- (a) permit other individuals to use "DiscoverSim" except under the terms above;
- (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".

2. Multi-user License (on-site License).

You may:

- (a) install "DiscoverSim" on a limited number of computers (as specified in Site License Certificate);

You may not:

- (a) modify, translate, reverse engineer, recompile, disassemble or create derivative works based on "DiscoverSim";
- (b) copy "DiscoverSim";
- (c) rent, lease, transfer rights to "DiscoverSim"; or
- (d) remove any proprietary notices or labels on "DiscoverSim".

TITLE

This License may not be assigned, sublicensed or otherwise transferred by the Licensee, by operation of law or otherwise, without prior written consent from SigmaXL.

TERMINATION

Without prejudice to any rights, SigmaXL 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 put, 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) 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 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 be liable for any damages in excess of the amount SigmaXL received from you for a license for "DiscoverSim", even if SigmaXL 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.

CONTACTS

SigmaXL Web Site: <http://www.SigmaXL.com>.

For technical help e-mail: support@SigmaXL.com

Phone: 1-888-744-6295 or 416-236-5877

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