NEC Acostix End User Agreement

Copyright (c) 2009-2024 Najah Engineering Consultants LLC

END-USER LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS

This End-User License Agreement for NEC Acostix software ("SOFTWARE PRODUCT") is a legal agreement between you (either an individual or an entity) and Najah Engineering Consultants LLC Team ("AUTHOR"). You agree that your use of the SOFTWARE PRODUCT acknowledges that you have read this license, understand it, and agree to be bound by its terms and conditions. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE.

1. LICENSE GRANTING:

The SOFTWARE PRODUCT is licensed, not sold, to you by AUTHOR for use only under the terms of this License, and AUTHOR reserves any rights not expressly granted to you.

1.1 LICENSE TYPES

AUTHOR provides the following types of licenses - EVALUATION LICENSE (TRIAL VERSION) and SINGLE USER BUSINESS LICENSE. Before purchasing a license, you may have to install the trial version of the SOFTWARE PRODUCT and get familiar with its features and capabilities.

With the SINGLE USER BUSINESS license, you are granted a full working copy of the software for limited or unlimited period of time depending on what you purchased.

1.2 EVALUATION LICENSE ENTITLEMENT

The EVALUATION LICENSE ENTITLEMENT only applies when you obtain a copy of the SOFTWARE PRODUCT for the first time. You may use the Evaluation (Trial) Version of the SOFTWARE PRODUCT for a certain number of days evaluation period. After the evaluation period, if you want to continue to use the SOFTWARE PRODUCT you must purchase the required number of Single User Business Licenses and remove the trail version software from your computer.

Packages created with the SOFTWARE PRODUCT under EVALUATION LICENSE CANNOT be used for commercial purpose.

1.3 SINGLE USER BUSINESS LICENSE ENTITLEMENT

AUTHOR grants to you a personal, non-transferable and non-exclusive right to use the copy of the SOFTWARE PRODUCT provided with this License. The SINGLE USER BUSINESS LICENSE authorizes you to use one copy of the version of the SOFTWARE PRODUCT on a single computer. Packages created with the SOFTWARE PRODUCT under SINGLE USER BUSINESS LICENSE can be used for commercial purpose and contain the references to AUTHOR and SOFTWARE PRODUCT. You are NOT authorized to use our product as a SERVICE to a third party developers.

2. ORDERING

How to order the license, you can find out on Najah Engineering Consultants LLC web site
http://www.najahengineering.com

3. OPEN AND YEAR LICENSES:

Open Licenses: Licenses that do not expire but when the version gets very old it may not be technically supported. These licenses are available upon request only.
Yearly Licenses: Licenses that have one year or more period and they must be renewed after expiry in accordance to section 4 of this agreement.

4. RENEW OF LICENSE

Upon expiry of the yearly license(s) the access to the software will be disabled automatically. The license(s) shall be renewed within one year from the date of license expiry. If the license was not renewed within this period it will be cancelled and the user can not renew and he should purchase new license.

5. NO REFUND

No refund is given at any time, unless authorized by the AUTHOR under unexpected circumstances. The AUTHOR reserves the right to provide refunds, or make any commercially reasonable efforts to solve any issues at his discretion.
Please contact the AUTHOR to see if you qualify for a refund.

6. DISCLAIMER OF WARRANTY AND LIABILITY

THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. AUTHOR DISCLAIMS ALL WARRANTIES RELATING TO THIS SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER AUTHOR NOR ANYONE ELSE WHO HAS

BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE, EVEN IF AUTHOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE PERSON USING THE SOFTWARE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

5. SERVICE SUPPORT & MAINTENANCE CONTRACT

This is normally one year or more agreement to cover the technical support and fix the problems related to the software functions. This does not cover engineering design support. However limited minor technical clarifications can be always accommodated. The contract also includes one time free re-issue of the license in case the user computer ID has changed due to change of hardware, reformatting,...etc.
The contract also includes free upgrades.

6. EXCEPTIONS

No exceptions to any portion of this license agreement will be allowed without the express written permission of AUTHOR.

If you have any questions about this Agreement or the Software, feel free to contact us at support@najahengineering.com