



NSD End User License Use **NSD (EULA) Agreement**



NSD Software - End User License Agreement (EULA)

Terms and Use Conditions

However you procure your NSD Software, By NSD distributors or directly by NSD Company, By a direct sales or online sales,

This End User License Agreement (EULA) is for international purpose, there is no physical support accompanying the EULA.

The delivery of the NSD software is limited to the delivery of the license use (without any source code) allowing the End User to install and use legally the System.

NSD declines all responsibilities. Once, the payment of the invoice is done, NSD considers that no money will be refunded in any cases, that is why, NSD, strongly recommends that, before the payment of the licenses price, READ CAREFULLY THE EULA AGREEMENT.

All of the NSD software are registered and protected by the: EUROPEAN SOFTWARE PROTECTION AGENCY (APP - EUROPE - FRANCE).

OWNERSHIP

The foregoing license use is limited to the number of end users, as mentioned in your invoice.

NSD and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this EULA, including National and International Copyrights, are reserved by NSD and its suppliers.

LICENSE GRANTS

1. You may install and use the Software on a desktop or laptop computer that runs an Authorized Operating System.
2. You agree that NSD may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse to NSD all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.
3. Your license rights under this EULA are non-exclusive.

LICENSE AND WARRANTY

NSD AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. NSD DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.





NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NSD, ITS DEALERS, DISTRIBUTORS, AND RESELLERS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

NSD SHALL HAVE NO RESPONSIBILITY IF THE SOFTWARE HAS BEEN ALTERED IN ANY WAY, OR FOR ANY FAILURE THAT ARISES OUT OF USE OF THE SOFTWARE WITH OTHER THAN A RECOMMENDED HARDWARE CONFIGURATION, PLATFORM OR OPERATING SYSTEM.

The software which accompanies this license (the "Software") is the property of NSD or its licensors and is protected by European and Worldwide laws. While NSD continues to own the Software, you will have certain rights to use the Software after your acceptance of this license. Except as may be modified by a license addendum which accompanies this license, your rights and obligations with respect to the use of this Software are as follows:

YOU MAY

NSD software is a Client Server System; you may use the Software on a network, the license use allows you to use the system for each computer that can access the Software over your network (Intranet).

YOU MAY NOT

1. You may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.
2. You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
3. You may not sell, rent, lease, or sub-license the Software.
4. You may not modify the Software or create derivative works based upon the Software.
5. You shall not use the Software to develop any software or other technology having the same primary function as the Software, including but not limited to using the Software in any development or test procedure that seeks to develop like software or other technology, or to determine if such software or other technology performs in a similar manner as the Software.
6. Use a previous version or copy of the Software after you have received an update or an upgraded version as a replacement of the prior version, upon upgrading the Software, all copies of the prior version must be destroyed.
7. It is not allowed to transfer the Software on a permanent basis to another entity.

DISCLAIMER OF DAMAGES

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will NSD be liable to you for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the software even if NSD has been advised of the possibility of such damages. In no case shall NSD liability can be engaged.

NSD has the reserved rights to change, update, do any modifications regarding its software without any notice or comments. In this case there will be no consequence or damages (financial or others) for NSD, also, in this case the person or entity having the NSD Software license are free to buy or not the update from NSD directly or from any other authorized dealer.

GENERAL

This Agreement will be governed by the laws of FRANCE. This Agreement may only be modified by a license addendum which accompanies this license or by a written document which has been signed by both you and NSD. Should you have any questions concerning this Agreement, or if you desire to contact NSD for any reason, please send us an email at: INFO@ MYNSD.INFO.

EXPORT AND SALES RESTRICTIONS

You acknowledge that the software is subject to the French and European export, sales and distribution jurisdiction. You agree to comply with all applicable international and national laws that apply to the software, including the French and European Export /or sales administration regulation, as well as end – user, end-use, and destination restrictions issued by the European and other governments.





TERMINATION

Without prejudice to any other rights, NSD may terminate this EULA and even the whole agreement if you fail to comply with the terms and conditions of this EULA or any other points of this agreement. In such event, you must destroy and remove all copies (server and clients) of the software and all of its components parts.

SOFTWARE ERRORS

Software errors shall be remedied by providing a correction release of the software or by circumventing the error. You should supply NSD with all necessary information and documentation related to this error, to rectify it.

Online procurement - Terms and Conditions

However you procure the NSD Software, by NSD distributors or by a direct purchasing online,

You certify that you agree and accept all the above and below terms and conditions;

- 1- The validity of the present agreement is unlimited, it will still valid as long as the whole use of the license.
- 2- In case where the NSD License use is purchased online, through internet, the client is acknowledged that, the system implementation is his alone and full responsibility and NSD doesn't intervene under any circumstance.
- 3- After purchasing validation (order) by the client, no payment will be refund by NSD under any circumstance.
- 4- All delivered license or products by NSD, either NSD products or any third part products, are the total property of NSD until the total payment of all services and products delivered by NSD.
- 5- The support, of all NSD products purchased online, will be assured online only.

As a Licensed user of NSD Products, you agree and you commit to respect all points in the present NSD Agreement.

