

End-User License Agreement (EULA) of Balancing & Vibration Analysis / Modalanalysis

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This EULA agreement governs your acquisition and use of our Balancing & Vibration Analysis software ("Software") directly from NVH CONSULTING AND ENGINEERING or indirectly through a NVH CONSULTING AND ENGINEERING authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the Balancing & Vibration Analysis software. It provides a license to use the Balancing & Vibration Analysis software and contains warranty information and liability disclaimers.

If you register for a free trial of the Balancing & Vibration Analysis software, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using the Balancing & Vibration Analysis software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

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You are permitted to load the Balancing & Vibration Analysis software on a single Device (for example a PC, laptop, mobile or tablet) under your control and use the software on that Device strictly in accordance with the terms and conditions of this license. You are responsible for ensuring your device meets the minimum requirements of the Balancing & Vibration Analysis software.

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- use the Software for any purpose that NVH CONSULTING AND ENGINEERING considers is a breach of this EULA agreement

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Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to NVH CONSULTING AND ENGINEERING.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

Governing Law

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This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Germany, Rosenheim / Munich.