

## Formulator Tarsia 2.0 License Agreement

Please read the following terms and conditions before installing, executing and using standalone application edition of Formulator Tarsia 2.0 ("Software") provided by Hermitech, Laboratory of Mathematical and Modeling Software, Ukraine ("Hermitech Laboratory"). By installing and using the Software You indicate Your acceptance of the terms and conditions set in this License Agreement (the "License Agreement").

1. **License.** As long as you comply with the terms of this License Agreement, Hermitech Laboratory grants to You a FREE OF CHARGE, limited, non-exclusive, non-transferable license to use the Software, without right to sub-license.

2. **Intellectual Property Ownership, Copyright Protection.** This Software, any images and documentation incorporated into the Software are the intellectual property of and are owned by Hermitech Laboratory, and protected under international copyright law. Except as expressly stated herein, this License Agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by Hermitech Laboratory.

3. **Distribution.** You are hereby licensed to make as many unmodified copies of the Software and documentation as You wish; give exact copies of the Software to anyone; and distribute the Software and documentation in its unmodified form via electronic means. There is no charge for any of the above.

4. **Restrictions.** You may not modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws prohibit such restriction), or create derivative works based on the Software, rent, lease, transfer, license or otherwise transfer rights to the Software, or remove any proprietary notices, licenses, displays, installation procedures or labels on or in the Software, whether set forth in files or on media.

5. **Disclaimer of Warranty.** You expressly agree that the use of this Software is at Your own risk. The Software is provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties that it is free of defects and errors, fit for a particular purpose, or non-infringing. The information and services provided by the Software and/or Hermitech Laboratory are similarly provided on an "AS IS" basis, without warranty of any kind. The accuracy and reliability of any information content or services provided by the Software and or Hermitech Laboratory should be independently verified by You as the user prior to making purchase decisions and or any other decisions based on such information content and services.

6. **Limitation of Liability.** To the maximum extent permitted by law, in no event will neither Hermitech Laboratory nor anyone else involved in the creation, production, or delivery of this Software be liable for any damages arising from the use of or inability to use the Software, including, without limitation, damages to users' systems and/or Software and/or data, computer failure or malfunction, performance delays, and all other damages or losses.