END USER LICENSE AGREEMENT (EULA) FOR DWDATAREADER SOFTWARE

This End-User License Agreement (hereinafter: EULA) is a legal agreement between you (either an individual or a single entity) and DEWESoft d.o.o. for the DWDataReader that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation.

By accepting this agreement or by downloading DWDataReader software offered by or on behalf of DEWESoft, d.o.o. (hereinafter: "DWDataReader") or by clicking "Save", you agree to the following terms, notwithstanding anything to the contrary in this agreement. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, SAVE, COPY, OR USE THE DWDATAREADER.

DWDataReader is a Dynamic library for reading *.d7d data files distributed by DEWESoft, d.o.o.

Reservation of right and ownership
Subject to your compliance with these terms and conditions, DEWESoft, d.o.o. grants you a royalty-free, non-exclusive usage of the DWDataReader. You may use and distribute the DWDatReader on its own or as a part of your package for the purpose of data analysis.
DEWESoft, d.o.o. reserves all rights in the DWDataReader not expressly granted to you here. The DWDataReader is protected by copyright and other intellectual property laws and treaties. DEWESoft, d.o.o. or its suppliers own the title, copyright, and other intellectual property rights in the DWDataReader.

All title and intellectual property rights in and to the content which may be accessed through use of the software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

Limitations on reverse engineering, decompilation and disassembly
The source code and structure of the DWDataReader are trade secrets. You may not reverse engineer, decompile or disassemble the DWDataReader Software in whole or in part. You will not use the DWDataReader for illegal purposes.

DWDataReader may not be sold or otherwise transferred for value, or used for any purpose other than reading *.d7d data files distributed by DEWESoft, d.o.o. for data analysis, demonstration, testing or evaluation purposes.

Disclaimer of warranties
DEWESoft, d.o.o. and its suppliers provide the DWDataReader Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the DWDataReader Software, and the provision of or failure to provide support or other services, information, software, and related content through the DWDataReader Software or otherwise arising out of the use of the DWDataReader Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE DWDATAREADER SOFTWARE.

Dewesoft, d.o.o. disclaims any responsibility for harm resulting from the DWDataReader or usage of the DWDataReader. Dewesoft, d.o.o. does not guarantee that DWDataReader software will function or appear as offered or hoped, or be complete, accurate, or free from bugs, errors, viruses, or other harmful content.

No advice or information, whether oral or written, obtained from Dewesoft, d.o.o. or elsewhere will create any warranty or condition not expressly stated in this agreement.

Exclusion of incidental, consequential and certain other damages
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEWESOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE DWDATAREADER SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, DWDATAREADER SOFTWARE, AND RELATED CONTENT THROUGH THE DWDATAREADER SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE DWDATAREADER SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DEWESOFT OR ANY SUPPLIER, AND EVEN IF DEWESOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Applicable law
This EULA is governed by the laws of Republic of Slovenia and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Ljubljana, Slovenia.

Dewesoft, d.o.o. may make changes to these terms from time to time. When these changes are made, Dewesoft, d.o.o. will make a new copy of the terms available at http://www.dewesoft.com. You understand and agree that if you use the DWDataReader Software after the date on which the terms have changed, Dewesoft, d.o.o. will treat your use as acceptance of the updated terms. You agree that Dewesoft, d.o.o. may provide you with notices, including those regarding changes to the terms, by postings on http://www.dewesoft.com.

This EULA refers to all versions of DWDataReader and its updates, made by Dewesoft, d.o.o. and presents Dewesoft's complete and exclusive understanding with you regarding your use of the DWDataReader Software as an end user.

Contact
For any legal or technical questions regarding usage of DWDataReader software please contact: support@dewesoft.com.

Dewesoft, d.o.o.

Trbovlje, 10. 3. 2014