

End User License Agreement

Last updated: 8 April 2016

Please read this End User License Agreement ("Agreement") carefully before installing and before using the software matGPR Release 3.1 ("Application").

By installing and using the Application, you ("Licensee") are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not install and use the Application, or if you have already done so, forthwith remove the installation and destroy all copies of the Application in your possession, including documentation.

1. License

- a) I, Andreas Tzanis (Licensor), Author and Copyright Owner of the software matGPR Release 3.1 (Application), grant you, the Licensee, a revocable, non-exclusive, non-transferable license to install and use the Application solely for your personal purposes and strictly in accordance with the terms of this Agreement.
- b) I also grant you permission to expand/customize the Application by strictly adhering to the procedures and instructions found in the document "MATGPR Release 3.5: Manual and Technical Reference" which is part of the Application and is delivered together with the Application, specifically in Section 2.6 titled "Expanding matGPR: How to write customized modules".

2. Restrictions

The Licensee agrees not to, and will not to permit others to:

- a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or make the Application available to any third party.
- b) Decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Application to gain access to the details of internal organization, dataflow management, algorithmic procedures and programming solutions associated with the Application, which are to be considered confidential trade secrets.
- c) With the sole exception specified by Clause 1.b above, modify the Application in any way.
- d) The restrictions specified in Clauses 2.a, 2.b and 2.c do not apply to the following public domain subprograms, which are implemented in the Application, but to which the Licensee is entitled to and hereby given free access to their source code:

Subprogram	Author	Source	Licensed Under
fx_decon.m, sparse_decon.m	M.D. Sacchi	http://www-geo.phys.ualberta.ca/saig/SeismicLab	GNU GPL
fir1.m, fir2.m, resample.m	Paul Kienzle	OCTAVE Forge; http://octave.sourceforge.net/signal/index.html	GNU GPL
isinpoly.m,	Kirril Pankratov	http://climatologie.u-	Unspecified

		bourgogne.fr/data/matlab/isinpoly.m	
centroid.m	Kirril Pankratov	http://globec.who.edu/software/saga/centroid.m	Unspecified
smoothn.m	D. Garcia	http://www.mathworks.com/matlabcentral/fileexchange/25634-fast--n-easy-smoothing/content/smoothn.m	Unspecified
finddt.m, finddx.m, blackharrispulse.m, grdinterp.m padgrid.m TMmodel2d.m	J. Irving	https://www.iamg.org/index.php/publisher/articleview/frmArticleID/97	Unspecified

The Licensee acknowledges that:

- e) The Application is provided without any warranty; without even the implied warranty of merchantability or fitness for a particular purpose. No guarantees, or warranties, either expressed or implied are provided regarding the accuracy, safety or any other quality or characteristic of the Application.
- f) The Application is provided as is and without technical support and training on using the Application; without even the implied obligation of providing technical support or training.

3. Limitation of Liability

Under no circumstances shall the Licensor be liable for any indirect, incidental, consequential, special or exemplary damages arising out of, or in connection to the Licensee's use of, or inability to use the Application, whether or not the damages were foreseeable and whether or not the Licensor was advised of the possibility of such damages.

Modifications to Application

The Licensor reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to the Licensee.

Term and Termination

This Agreement shall remain in effect until terminated by the Licensee or by the Licensor. The Licensor may, in his sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice, in the event that the Licensee fails to comply with any provision of this Agreement. The Licensee may also terminate this Agreement by deleting the Application and all copies thereof, including documentation, from the computer in which it was installed.

Upon termination of this Agreement, the Licensee shall cease all use of the Application and delete all copies of the Application, including documentation, from the computer in which it was installed.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

The Licensor reserves the right, at his sole discretion, to modify or replace this Agreement at any time. If a revision is material the Licensor will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Licensor's sole discretion.

Contact Information

If you have any questions about this Agreement, please contact the Licensor:

Dr Andreas Tzanis
Department of Geophysics,
University of Athens
Panepistimiopoli,
Zografou 15784
Greece
Tel: +30-210-727-4785
E-mail: atzanis@geol.uoa.g.