Version: 2021-05-03

SCiLS Lab Software

Product Agreement and Limited Warranty

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workstation on which the Software is used concurrently. A separate USB software protection dongle and fee is required for each user who uses the software concurrently on the same computer or workstation.

5.4. BDAL may poll and test the technical performance of the USB dongles to ensure that it meets BDAL's standards, to validate and/or update your product registration information for security purposes, and/or amend the imbedded security protocol. For remote maintenance you agree to send the serial number of the dongles to BDAL by email.

6. If the Software is used via a remote connection (e.g. a connection to your corporate server) certain display functionalities may become distorted. Except for the purpose of installing the Software, we advise you not to access to the Software via server or network storage devices. This also applies to Citrix and Citrix-like environments and virtual machines like Oracle VM VirtualBox or VMware.
7. The Software may not be duplicated or copied except for archive purposes, program error verification, or to replace defective media, and all copies must bear the copyright notices contained in the original. All copies made will be the exclusive property of BDAL and will be subject to the terms and conditions of this Agreement.
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Limited Warranty

BDAL grants a warranty period of one (1) year from the date of purchase of the Software. BDAL does not warrant that the operation of the Software will be uninterrupted or error free. In the event that the Software fails to execute its programming instructions during the warranty period, your remedy shall be to request a repair of the installation to BDAL. Should BDAL be unable to repair the installation within a reasonable time, your alternate remedy shall be a refund of the Software purchase price upon return all license keys of the Software and delete all copies.

Notice of warranty claims: You must notify BDAL in writing of any warranty claim not later than the expiration of the warranty period.

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Warranty Service: Warranty service may be obtained from the nearest BDAL sales office or other location indicated in the owner's manual or service booklet.

Third Party Software

BDAL also licenses the third-party software referred to in the Appendix which forms part of this Agreement. You are only entitled to use such third-party software if you accept the terms and conditions set out in the Appendix.

Law and Jurisdiction

This Agreement shall exclusively be governed by and construed in accordance with Swiss Law excluding its conflict of law provisions. Exclusive place of jurisdiction for all disputes between the Parties arising from or in

connection with this Agreement or its validity (including disputes relating to claims under the law of torts), for which there is no other exclusive place of jurisdiction, shall be Bremen.

Appendix to SCiLS Lab license agreement

For third party software license agreements see licence notices in the same folder where SCiLS Lab is installed.