

# BREC4GEM (Built-up REcognition tool for GEM)

## EULA (End-User License Agreement)

**Please read the following terms and conditions carefully before using this SOFTWARE PRODUCT.** Your use or installation of this copy of "BREC4GEM" indicates your acceptance of this License. Rental, leasing, sale and any other form of distribution are not allowed and are strictly forbidden

SOFTWARE PRODUCT here means Software, image files, all accompanying files, data and materials received with your order/download of "BREC4GEM".

If you do not agree to any of the terms of this License, then do not install, distribute or use the SOFTWARE PRODUCT.

This SOFTWARE PRODUCT is for personal use only and may be installed and used by the user on only one computer. Its component parts may not be separated for use on more than one computer. All components accompanying the software are copyrighted by the University of Pavia and may not be taken apart, modified, used or published with other software or means except with the SOFTWARE PRODUCT software and may not be distributed or copied in any manner.

This SOFTWARE PRODUCT, all accompanying files, data and materials, are distributed "AS IS" and with no warranties of any kind, whether express or implied. The user must assume all risk of using the program. This disclaimer of warranty constitutes an essential part of the agreement.

In addition, in no event shall the University of Pavia, or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, be liable for any incidental, consequential, punitive or any other damages whatsoever relating to the use of SOFTWARE PRODUCT.

In addition, in no event does the University of Pavia authorize you to use this SOFTWARE PRODUCT in applications or systems where SOFTWARE PRODUCT 's failure to perform can reasonably be expected to result in a physical injury, or in loss of life. Any such use by you is entirely at your own risk, and you agree to hold the University of Pavia harmless from any claims or losses relating to such unauthorized use.

This Agreement constitutes the entire statement of the Agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements. This Agreement shall be governed by the laws of Italy.

The University of Pavia is the owner of the copyright of this SOFTWARE PRODUCT; all of its derivatives, title and accompanying materials are the exclusive property of the University of Pavia. All rights of any kind, which are not expressly granted in this License, are entirely and exclusively reserved to and by the University of Pavia. You may not rent, lease, transfer, modify, translate, reverse-engineer, de-compile, disassemble or create derivative works based on this SOFTWARE PRODUCT. You may not make access to SOFTWARE PRODUCT available to others in connection with a service bureau, application service provider, or similar business, or use this SOFTWARE PRODUCT in a business to provide file compression, decompression, or conversion services to others. There are no third party beneficiaries of any promises, obligations or representations made by the University of Pavia herein.

You may not disclose to other persons the data or techniques relating to this SOFTWARE PRODUCT that you know or should know that it is a trade secret of the University of Pavia in any manner that will cause damage to the University of Pavia.

This SOFTWARE PRODUCT and all services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any State or City law in your or any other concerned Country is strictly prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. You agree to indemnify and hold the University of Pavia harmless from any claims resulting from the use of this SOFTWARE PRODUCT, which may damage any other party.