# MIDAS FAMILY PROGRAM

## End User License Agreement & Certificate

# MIDAS FAMILY PROGRAM

## End User License Agreement

*End User License Agreement for Using MIDAS Family Program*

*This License Agreement is entered into by and between MIDAS Information Technology Co., Ltd. (referred to as MIDAS hereinafter) and the user (referred to as User hereinafter) of the MIDAS software product(s) (referred to as Program hereinafter).*

## 1. License

The User hereby retains the right to use the Program by accepting this License Agreement. The User shall utilize the Program for in-house usage only and install each license on a single designated computer station unless MIDAS specifically authorizes the User to utilize the License on the basis of multi-station usage. The User shall not revise, alter, translate, copy, sell, lease, publish or otherwise distribute the Program, documentation, printed materials, the License and/or any part thereof without prior express written consent of MIDAS.

## 2. Use of License

No Program shall be provided for use by the User by virtue of this License Agreement alone. This License Agreement shall become validated upon the issuance of a purchase order by the User and the acceptance of the purchase order by MIDAS, and the full payment of the agreed price has been remitted to MIDAS or its authorized representative, unless MIDAS specifically permits the use of the Program otherwise.

## 3. License Transfer

The User shall not transfer or assign the Program, security device or License to any other person without prior express written consent of MIDAS. Moreover, the User shall be responsible for safeguarding the security device.

## 4. Copyright

MIDAS shall have and retain the ownership of the Program and all associated documents, which are copyrighted and protected by the governing copyright laws. The User may copy the Program and print the related documents for internal use. The User shall not alter, copy, translate, issue, publish, distribute, assign or transfer the original or duplicate the Program or related documents either physically or electronically for other purposes.

## 5. Responsibility

MIDAS makes no warranty or representation in connection with the Program, services and the related materials, express or implied, by operation of law or otherwise, including any implied warranty of merchantability or fitness for a particular purpose. MIDAS and any other affiliated companies shall not be held liable for loss of profit, loss of business or other financial loss, which may be caused directly or indirectly by the inadequacy of the Program for any purpose or use thereof or by a defect or deficiency therein. Accordingly, the User is encouraged to fully understand the bases of the Program and become familiar with the Users Manuals. The User shall also independently verify the results produced by the Program.

## 6. Warranty

MIDAS provides the warranty contained in this Clause 6 only to the extent of the physical fitness of the Program, which consists of the executable software, security device and manuals in an electronic format. This is the only warranty that MIDAS provides pursuant to this License Agreement. MIDAS shall replace the Program, which exhibits manufacturing defects with one in proper working order within the first year of the purchase of the License for free of charge. The Program replacement shall not apply to damages caused as a result of the User's carelessness, ill treatment or misuse of the Program.

## 7. Term

The User may terminate the License Agreement by returning the Program including the security device and purging all copies thereof. MIDAS may also terminate the License Agreement in the event of default on the terms and conditions of this License Agreement by the User.

## 8. Maintenance

MIDAS and its authorized representatives shall provide user support including updates to the Program for a period of first twelve (12) months of the License purchase at a predetermined fee in connection with the use of the Program. Subscription to the subsequent maintenance and user support services will be provided at a predetermined fee. Leased Program is entitled to maintenance and user support at no additional cost. Updates herein means modifications or corrections of errors in the preceding version.

## 9. Online Services

The User hereby acknowledges and accepts that MIDAS provides online based web notices for Program updates, validates the license and provides other Program related online services when using the Program. This service is provided for the benefit of licensed Users.

## 10. Governing Law

This License Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California, USA.

## 11. Acknowledgement

The User acknowledges that he/she has read and understood the entire contents of this License Agreement and hereby agrees to the terms and conditions as set forth herein. Also, this Agreement and the terms and conditions herein supersede and replace all prior proposals and agreements.

AS WITNESS this Agreement has been signed by the parties (or their duly authorized representatives) on the date stated at the bottom of this Agreement.

*Signed by :*

(1) _____

    [Name:                       ]

    on behalf of _____  [End User Company]

(2) _____

    [Name: -*Michael Choi* ]

    on behalf of MIDAS Information Technology Co., Ltd.

*Dated :*    26. 07. 2017

# MIDAS FAMILY PROGRAM

## End User License Certificate

▌ *Product Title :*    midas GTS NX

▌ *Product ID :*    U001 – 19304

▌ *No. of Users :*    1 user Standalone

▌ *Name of Group (User) :*    Минскинжпроект

*MIDAS hereby confers this **End User License Certificate** for using the above product(s) and related documents to the above-designated individual or group User(s).*

*The product contains a MIDAS Family Program and related documents, which are copyrighted and protected by the governing international copyright laws. The End User License Agreement governs the use of a MIDAS Family Program. The User shall be required to safeguard this End User License Certificate as this Certificate serves as evidence to the license and qualifies for maintenance including program updates and user support pursuant to the End User License Agreement.*

*Date presented*    26 . 07 . 2017

*Presented by*    Michael Chol 최종

*Authorized Representative (Name & Signature)*

We Analyze and Design the Future