

NLREG Software License and Terms of Use

Definitions:

1. **Author** – Phillip H. Sherrod, the author and exclusive owner of NLREG.
2. **Customer** – The person, company or organization licensing NLREG.
3. **NLREG** (aka “NLREG Software”, “NLREG non-linear regression program”) is a computer program that perform nonlinear regression (statistical analysis) to build models that can predict and forecast values. NLREG consists of the following components:
 - (a) **NLREG Program File** – This is the NLREG.exe executable program and software library that Customer uses to perform a task. The NLREG Program Files consist of:
 - (i) **NLREG Analysis Program** is the part of NLREG executed by the Customer to perform statistical analyses and create predictive models and Generated Output. The NLREG Analysis Program is distributed as the file NLREG.exe.
 - (ii) **NLREG Runtime Library** is a separate, optional component of the NLREG system that can be used in conjunction with application programs to perform regression analysis under the control of an application program. The NLREG Runtime Library is distributed as a file named NLREG.DLL.
 - (b) **NLREG Reference Manuals** – Documentation written by Author describing the use and operation of NLREG. NLREG Reference Manuals may be provided in printed or electronic (e.g., .pdf or .doc) format.
 - (c) **NLREG Training Documents** – Documents, “Webinars”, “white papers”, seminar notes, and examples provided by Author to train the Customer.
 - (d) **NLREG Public Documents** – Documents, web pages, online information describing, promoting and providing public information about NLREG. This includes information posted on the web site <http://www.nlreg.com> as well as other public sites.
4. **Generated Results** – These are the output, results and predicted values produced when NLREG is used. The Generated Results consist of the following components:
 - (a) A textual **Analysis Report** describing an analysis and displaying statistical results. There may be associated charts and plots.
 - (b) A **Model Description File** (normally of the type .nlr) that encapsulates the description of the analysis.

(c) **Predicted Values** – These are predicted or forecast values generated as a response by NLREG to data presented by Customer.

Terms of Use

1. Customer may install NLREG Program Files on one (1) computer system unless otherwise authorized by the purchase agreement. If Customer wishes to transfer NLREG to a different computer system, it must be uninstalled (if possible) from the previous computer before being installed on the new computer.
2. This license to use NLREG is permanent (perpetual) and does not require any further payments. The terms and conditions specified in this license are also permanent unless amended in writing by both parties.
3. Customer may reproduce either electronically or in printed form NLREG Reference Manuals and Training Documents for in-house use in the training and operation of NLREG. Customer may not redistribute or publicly post such documents.
4. Generated Results produced by NLREG are the property of Customer and may be used in any way Customer desires including incorporating them in commercial products. Customer may utilize NLREG to produce Generated Results for third parties. There is no requirement to pay, notify, or obtaining permission from Author to utilize Generated Results. Customer may assert intellectual property rights for Generated Results.
5. Customer agrees to provide reasonable and effective means to protect the NLREG software from being distributed to parties that are not part of this licensing agreement. Customer agrees to provide similar protection to any registration key provided by Author to enable the use of NLREG.
6. Author will provide e-mail support and free updates to new versions of NLREG for two years after the commencement of the license term.
7. NLREG is a copyrighted program owned by Author and protected by the laws of the United States of American and international agreements. The licensing of NLREG does not transfer any ownership, copyright, patent or other intellectual property rights to Customer. Customer may not sell or license NLREG. The Customer's license for NLREG may not be sold or transferred to any other party. The Customer may not represent themselves as an agent of Author.
8. "NLREG" is a trademark of Author.

9. Customer may not “decompile”, “reverse engineer” or otherwise attempt to obtain information from the NLREG Program Files. Except as publicly disclosed by Author, the algorithms and implementation used within NLREG Program Files are trade secrets.
10. Author warrants that to the best of his knowledge NLREG does not infringe on any copyright, patent or other intellectual property right of anyone else. If any claim is made against NLREG that results in Customer being unable to use NLREG or which restricts the rights of Customer to utilize Generated Results, Author will notify Customer and attempt to remedy the situation. If no remedy satisfactory to Customer can be found, the only obligation of Author is to refund the full amount paid by Customer to license NLREG. Under no circumstances will Author be subject to any damages direct, indirect, consequential or otherwise from such an action.
11. Customer acknowledges that complex computer programs such as NLREG may have “bugs”, errors and inaccuracies. Customer agrees to perform necessary and sufficient testing of Generated Results to insure they meet Customer’s standards of quality and reliability before using them or providing them to third parties. If a bug or error is found in NLREG, Customer will notify Author, and Author will provide a reasonable and professional effort to correct the problem. If Author is unable to provide a suitable solution to the reported problem, Author will refund the money paid by Customer to license NLREG, and Customer will stop using NLREG.
12. Author and its agents shall not be liable for Customer’s use of this product. Customer assumes responsibility for all personal injury, property damage, loss of revenue or other damages resulting from the use of NLREG. In no event shall Author, Author’s agents or suppliers be liable to any person or entity for the loss of profits or for indirect, special incidental or consequential damages arising out of or related to NLREG, Generated Results or products or services produced by Customer utilizing NLREG even if the damage is a result of an error or “bug” in NLREG. In no event shall the liability of Author and its agents and suppliers exceed the license fee paid by Customer to license NLREG.
13. Except for the expressed warranties set forth in this agreement, Author and its agents and suppliers disclaim all other warranties, promises or representation, expressed or implied, including the warranties of merchantability or fitness for any particular purpose.
14. This license shall be construed in accordance with, and its performance governed by, the laws of the State of Tennessee, United States of America. No modification of this license shall be binding unless it is in writing and signed by both parties.

15. Unless amended by an appendix signed by Author and Customer, this is the full and complete agreement between the parties.