

[Create Account](#) | [Log In](#)[Company](#) [Products](#) [Support](#) [Solutions](#) [Purchase](#) [Downloads](#)Search [Licensing Options](#)
[Pricing/Ordering](#)
[Maintenance](#)**PURCHASE****OriginLab EULA for Origin 8.6 and/or OriginPro 8.6**

This End-user License Agreement (EULA) is a binding legal agreement between you (either an individual or an entity) and OriginLab. This EULA relates to Origin 8.6 and/or OriginPro 8.6 (the "Software"), including any update or replacement version. By installing, copying, or using the Licensed Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA do not install this Software; rather you should return the software media for and accompanying items (including printed materials or any packaging) to the place you obtained them for a full refund within sixty (60) days of the purchase date. Any person accepting this EULA on behalf of a legal entity warrants that he or she has the authority to bind such entity.

1. If you select the "Evaluation" Version

This Section of this EULA only applies if you opted to install an "evaluation" version of the Software ("Evaluation Version").

- a. Installation: You may install the Evaluation Version on a single personal computer only.
- b. Evaluation Term: Your license for the Evaluation Version will be in effect for a set amount of time (the "Evaluation Period"). The Evaluation Period will be assigned to your copy of the software by the terms on the OriginLab web site, by the Evaluation Version itself, or by means of a code emailed from OriginLab.
- c. Time-Out Mechanism, Functionality: The Evaluation Version has an automated system that will cause it to "time-out" (cease working) after the Evaluation Period expires. You agree not to circumvent or defeat this system and to cease all use of the Evaluation Version after the end of the Evaluation Period.
- d. License for Evaluation Use: OriginLab grants you a non-transferrable license to use the Evaluation Version for testing and evaluation use only. You are not permitted to use the Evaluation for productive use.
- e. Functionality Limitation: You acknowledge that the Evaluation Version may have reduced functionality when compared to the Software that is subject to a purchased license.
- f. Disclaimer: The Evaluation Version is licensed to you "AS IS" and "WITH ALL FAULTS." YOU ASSUME THE ENTIRE RISK OF ALL USE OF THE EVALUATION VERSION COVERED BY THIS EULA. OriginLab will not be liable to you for any amount of monetary damages with regard to the Evaluation Version.
- g. No Support or Maintenance: No support or maintenance applies to the Evaluation Version.

Excluded Sections of this Agreement: The terms of this EULA below apply to an Evaluation Version, except for the sections entitled: "Grant of License," "Automation Server Installations," "National Limitations on Maintenance and Support," "Rules for Software Developers," "Transfer Limitations," "Limited Warranty," and "Customer Remedies." In case of a conflict between this Section and any other section of the EULA with regard to an Evaluation Version, this Section shall govern.

With regard to versions of the Software other than an Evaluation Version, the following terms apply in their entirety:

2. Grant of License

Subject to the terms and conditions of this EULA, OriginLab grants you a non-exclusive license to use the Software in accordance with the following terms.

a. Node-locked License

If you purchased a Node-Locked License, OriginLab grants permission to install and use the software on computers within your organization and within one site, as determined by OriginLab Corporation. The maximum number of computers you may run the software on is determined by your purchase order.

If you purchased a Node-Locked License with the Dongle option, OriginLab grants permission to install and use the software on computers within your organization and within one site, as determined by OriginLab Corporation. The number of computers you may run the software on is unlimited, however simultaneous use is limited to the number determined by your purchase order.

If you purchased a Student Personal Use License, OriginLab grants permission to install and use the software on one (1) designated computer for use by one (1) designated student user, where the designated computer must be personally owned by the designated student user.

b. Concurrent Network License

If you purchased a Concurrent Network License, the number of licenses in use at one time will be limited to the number of licenses specified at the time of purchase, or as OriginLab otherwise agrees in writing. Your client computer installations may be unlimited provided that all of the computers that the Software is installed on are connected to a single network within one site as determined by OriginLab Corporation. The licensed Software can be accessed at any computer on your network using your login procedure. Access will be managed by the included license management software. You agree not to circumvent or disable the license management software.

3. Automation Server Installations

When accessing Origin and/or OriginPro as an Automation Server, the following restrictions apply:

- a. The maximum number of users permitted to access Origin and/or OriginPro should not exceed three (3) times the number of users permitted to use the Software.
- b. Access to Origin and/or OriginPro as an Automation Server should not be allowed on a public network or the Internet unless explicit written permission has been granted by OriginLab Corporation.
- c. A customer may not use Origin and/or OriginPro as an Automation Server to develop any commercial product if OriginLab Corporation determines that such product is in direct competition with Origin and/or OriginPro.

4. National Limitations on Maintenance and Support

Unless special arrangements have been made with OriginLab, each license to the Software includes warranty service (as provided for below in this EULA) only in the country where the license was purchased.

In addition, unless special arrangements have been made with OriginLab, maintenance and support for the licensed Software will only be made available (under a separate maintenance agreement with OriginLab) in the country where the license was purchased.

If you wish to arrange for maintenance and support in other nations (or multi-national maintenance and support), please see the OriginLab web site or contact OriginLab sales for more information.

5. Rules for Software Developers

If you are developing and distributing applications for use with the Software, you may use this license for internal development only. You may not distribute or sublicense this Software under this EULA. Developers should direct each client to contact OriginLab to obtain the client's own license or licenses to the Software. You also agree not to use the OriginLab name, logo, or trademarks to market your application without first receiving written permission from OriginLab.

If you develop applications for use with the Software, you further agree to indemnify, hold harmless, and defend OriginLab and its suppliers from and against any claims or lawsuits asserted against OriginLab or its employees, officers or directors that arise or result from any distribution or use of such an application and from any fee, damages, costs or losses arising from such claims or lawsuits.

6. Other Copies

OriginLab grants you the right to make one archival copy of the Software for the sole purpose of backing up the Software. You may only copy any printed materials accompanying the Software for your own internal use only.

7. Ownership Transfer Limitations

OriginLab further grants you the right to transfer this license and the Software to another party provided the following conditions are met.

- 1) The other party, by means of written notice to OriginLab, expressly accepts all terms of this EULA.
- 2) All copies of the Software are transferred and you discontinue use of the Software before transferring.
- 3) OriginLab is promptly notified of the name and address of the other party and the serial number of the Software.
- 4) OriginLab is not required to supply new media.

No other transfer is permitted.

8. System Transfer Limitations

If you purchased the Node-Locked License, you are allowed an unlimited number of system transfers as long as the license deactivation is successfully completed from the Software's system transfer tool. For all other system transfers, requests must be submitted from the OriginLab website. Requests will be evaluated on a case-by-case basis, following the system transfer policy posted on the OriginLab website.

9. Termination

Failure to comply with any of these terms will terminate this EULA and your license to use the Software. You may also choose to terminate the EULA at any time. Upon termination of this EULA, you must immediately destroy the Software and all copies of it.

10. Intellectual Property

The Software (including any images, "applets," photographs, animations, video, audio, and text incorporated into the Software) is owned by OriginLab or its licensors and is protected by United States intellectual property laws and international treaty provisions.

11. Limited Warranty

OriginLab warrants that the Software will perform substantially in accordance with the accompanying printed materials for a period of sixty (60) days from the date of purchase. Any implied warranties on the Software are limited to sixty (60) days. Some states/jurisdictions may not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

12. Customer Remedies

In case of breach of the Limited Warranty, OriginLab's entire liability and your exclusive remedy shall be, at OriginLab's option: (a) return of the price paid or (b) repair or replacement of the Software that does not meet OriginLab's limited warranty and that is returned to OriginLab with a copy of your receipt within the warranty period. This limited warranty is void if failure of the Software or hardware has resulted from accident, abuse, or improper application. Any replacement of Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Under no circumstance may OriginLab's aggregate liability exceed the license fees paid for the Software.

13. No Other Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORIGINLAB DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

14. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

To the maximum extent permitted by applicable law, in no event shall OriginLab or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, or loss of data or business information) even if OriginLab has been advised of the possibility of such damages.

15. U.S. Government License Rights

All Software provided to the U.S. Government is provided with the commercial license rights and restrictions described in this EULA.

16. Miscellaneous

This EULA is subject to the laws of the Commonwealth of Massachusetts and US federal law. You agree to the exclusive jurisdiction and venue for any dispute arising from the Software or this EULA or its subject matter in the state and federal courts located in Boston, Massachusetts USA. You agree to comply with US export controls as applicable. This EULA may only be modified by a writing signed by an authorized officer of OriginLab. Updates may be licensed to you under these terms unless otherwise stated by OriginLab, but OriginLab reserves the right to license them under additional or different terms. This is the entire agreement between OriginLab and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. Should you have any questions concerning this EULA please contact the OriginLab authorized distributor serving your country, or write OriginLab at One Roundhouse Plaza, Northampton, MA 01060-4401 USA, Phone: +1-413-586-2013, Web: www.OriginLab.com.

[Search](#) | [Site Map](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms of Use](#) | [Site Requirements](#)
| [My Profile](#) | [Log In](#)