

Vampir Software License Agreement

Licensor: GWT – TUD GmbH, Blasewitzer Str. 43, 01307 Dresden, Germany

This Software License Agreement is an agreement between the Licensee, and the Licensor as mentioned above.

Licensor and Licensee together hereinafter are referred to as “Parties”.

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Paragraphs 4 (Delivery), 5 (Intellectual property rights), 6 (Definition and restrictions on use), 7 (Limited warranty), 8 (Limitation of liability), 9 (Conflicting third party proprietary rights), 10 (Confidentiality), 11 (Termination), 12 (General provisions), and 13 (Acknowledgment) of the following VAMPIR Purchased Software License Agreement below shall apply to evaluation software. No supplementary terms are applicable to evaluation software.

VAMPIR Purchased Software License Agreement

If the Licensee has signed the VAMPIR Purchase Order, the Licensee agrees to be bound by the following terms and conditions:

1 Licence package description

Licensor grants to Licensee under this Agreement a limited, revocable, non-exclusive, and non-transferable right to use the software and the accompanying documentation as designated, on a target system at a single location, by the number of users and the class of computer hardware for which the corresponding fee has been paid, as long as the Licensee complies with the terms and conditions of this Agreement.

Licensee chooses one or more of the following license packages (a) to (d):

(a) Vampir Light (single license)

This licence includes the right to use one copy of the software "Vampir Light" by a named person. Licensee may not share the licence between different computers nor use the Software on more than one computer at the same time.

(b) Vampir Standard (single license)

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(c) Vampir Standard (site license)

This licence includes the right to use one copy of the software "Vampir Standard" on one computer architecture on any number of nodes of the site. "Site" is defined as the networks and computers on one geographical location owned by the licensee.

(d) Vampir Professional (site license)

This licence includes the right to use the software "Vampir Professional" on one computer architecture on any number of nodes of the site. "Site" is defined as the networks and computers on one geographical location owned by the licensee.

2 Maintenance

The license agreement includes maintenance services for a time period of one year starting at the day of purchase.

For every additional year of maintenance services above this, Licensee shall pay an annual amount according to the agreed price.

The details and specifications are described hereinafter:

- Licensor may create, from time to time, update versions of the software. Under valid maintenance Licensee shall be provided with such updates (containing corrections and amendments of the licensed software, including upgrades to new version) if the Licensee has paid the stipulated maintenance fee.
- Support email address: **support@vampir-ng.de**

3 Compensation

For granting the right of use the software, Licensee has to pay the agreed licenses fee.

If the Licensee chose the maintenance according to Article 2, the annual fee has to be paid by the Licensee at the beginning of every new license year, starting one year after the purchasing date. Licensor will invoice the maintenance fee to the Licensee on time.

The total amount shall be payable within 30 days after having received an invoice from Licensor without any deduction.

4 Delivery

The software will be delivered electronically via download after receipt the payment.

5 Intellectual property rights

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Licensee acknowledges that the software is not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the software could lead to death, personal injury, or severe physical or environmental damage.

8 Limitation of liability

To the extent not prohibited by law, in no event shall the Licensor or any contributor be liable for any direct, incidental, special, indirect, consequential or other damages of any kind arising out of or relating to this software license or use or inability to use of the software.

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The maximum liability of the Licensor or any contributor to the Licensee for damages (other than as may be required by applicable law) or any cause whatsoever will be limited to the amount paid for the software license.

9 Conflicting third party proprietary rights

Licensor has no knowledge at any usage of the software that would infringe any rights of a third party and therefore results into damages.

The parties shall notify each other without delay of any proprietary rights of third parties of which they become aware and which may be infringed upon by the performance of the Agreement.

Each party shall be responsible for its own costs in resolving any third party disputes.

10 Confidentiality

During the term of this Agreement and thereafter, the parties shall on behalf of each other, its employees, agents or other representatives retain or ensure the retention of all confidential information, including any know-how, technical details of the software and the like, furnished by either party to the other hereunder in strictest confidence, said or implied, and shall not disclose it to any unauthorized third party.

The confidential information shall be used only in accordance with this Agreement.

The foregoing obligations shall not apply to information which:

- was in the possession of the receiving party prior to the date of disclosure by the furnishing party as evidenced by written documents;
- was generally known prior to the date of disclosure to the receiving party as evidenced by written documents;
- is developed by the receiving party independently of the disclosure made under this Agreement as evidenced by written documents.

Nothing in this Section is intended to be inconsistent with Customer's obligations under the Indiana Open Records Act, Indiana Code Section 5-14-3.

11 Termination

This Vampir Software License Agreement is effective until terminated.

This Agreement will terminate automatically without notice from the Licensor, if the Licensee fails to comply with any provision of this Agreement. Upon notice of termination from the Licensor, the Licensee shall destroy the software, the documentation and all copies, including modified copies, of the software promptly.

Maintenance: As far as a party gives no written notice of intention to terminate the software maintenance, according to Art. 2, at least three (3) month before the end of the contract year, commencing on the day after one of the parties last signed the contract, the maintenance will be extended automatically for one year. The same procedure will be applicable annually thereafter for each extension of the maintenance.

12 General provisions

Any modification, renewal, extension or waiver of this Agreement or any of its provisions shall be written to be binding. The requirement of a written form applies also to the change of this Article itself concerning the written form.

Should any provision of this Agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes closest to the one actually agreed upon. The same shall apply in the case of an omission.

13 Acknowledgment

Licensee acknowledges that he has read this Vampir Software License Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee agrees further that this Agreement is the complete and exclusive statement of Vampir Software License Agreement between the parties and supersede all proposals or prior Vampir license agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.