

# **GridSuite**

## **Software license contract**

### **Preamble**

- (1) The program package includes the above-mentioned computer program, either as a download or on a machine-readable data medium, depending on the method of ordering, the license file for activating the program for the scope of use for which it was ordered and the users' manual in the form of a file. Both the program and the users' manual are protected by copyright. With the purchase of the program package, the copyright holder grants the user the right to use the program under the conditions of use specified herein. Any further use or application is excluded. If the user does not agree to the conditions of use specified herein, the user may return the program package to the contractual partner and receive full reimbursement of the amount paid.
- (2) The program package let to the user within the terms of this contract is not sold by the contractual partner and copyright holder, but merely let for use.

### **§ 1**

#### **Scope of use**

- (1) The user has the right to use the program with a single license on only one computer at any given time. The user is free to select the computer on which the program is utilized. Use is constituted by any permanent or temporary, complete or partial duplication (copying) of the program by means of storing, loading, running or displaying for the purpose of executing the program and processing of data contained in the program by means of the computer. The user also has the

right to implement the above-mentioned processes for the purposes of observing and analyzing as well as to test the program. Purchasers of a site license have the right to use the program on all computers simultaneously for which use was agreed upon at the time of purchase. In contrast to a single license, a site license includes the right of simultaneous use of the program package on more than one computer in accordance with the terms of the order agreement.

- (2) The user has the right to make a backup copy of the program and of the license file inasmuch as this is necessary in order to safeguard the future utilization of the program.
  
- (3) The program package may be only be used within the scope of the manner prescribed by the license key (so-called licensed unit). According to the provisions of the license key, a difference is made between academic use, commercial use, individual use and use by service providers. The user of the program package specifies the type of use at the time of ordering. The various types of use are defined as follows:
  - a) Academic use is any use for purposes of research and teaching that does not directly serve commercial purposes.
  - b) Commercial use is any type of use in the commercial field.
  - c) Individual use is any type of use for internal, personal, private purposes
  - d) Use by service providers: Service providers may provide the functions of the software to their end users and make these functions accessible to the aforesaid end users by means of an Extranet, but may not make the functions of the software accessible to associated companies or government authorities. It is, however, not permitted to provide the software as such directly, or by means of an outsourcing service.

## **§ 2**

### **Passing on the program package**

- (1) The user has the right to pass on the program package with license file in its complete form, together with a copy of this contract, as a licensed unit to a subsequent user of the same user type in accordance with § 3 and for the same scope of use (single license as opposed to site license) in accordance with § 1. The user also has the right to pass on the program package for purposes of use that contain limitations of use compared to the user key of the original user in accordance with § 1 (i.e. commercial use as opposed to the remaining user types and also class use as opposed to single use).
- (2) Once the program package has been passed on, the right of use is also passed on to the subsequent user in accordance with § 1, who then becomes the user under the terms of the contract. The right of use of the original user in accordance with § 1 then expires simultaneously. § 1.
- (3) With the passing on of the program package, the original user is required to delete all copies and partial copies of the program including the license file, immediately and completely, or to destroy them in another suitable way. This is also valid for backup copies. In this case, the original user is required to inform the contractual partner of the deletion or destruction in writing at the earliest opportunity.
- (4) Sections 1 and 3 remain valid, even if the passing on of the program package is only of a temporary nature. The rental of the program package or parts thereof is excluded.

### **§ 3**

#### **Passing on the program package by subsequent users**

If the program package is passed on by the current user to a subsequent user, this subsequent user takes the place of the previous user. § 2 applies correspondingly.

### **§ 4**

#### **Other rights**

- (1) All further rights to the use and application of the program package remain reserved. In particular, neither the original user nor any subsequent users have the right to use the program with a single license on more than one computer or to distribute copies of the program package. Exploitation rights of the user regarding any work results received through the use of the program remain unaffected.
- (2) Once a new version of the program is available, the user has the right to exchange the program package for a corresponding program package of the new version at an update price specified by the contractual partner. The exchange is valid for the entire package only, in the form originally purchased by the user. The right of use of the user in accordance with § 1 expires on the day of exchange. The obligation to delete and destroy in accordance with § 2 (3) applies accordingly.

### **§ 5**

#### **Warranty**

- (1) It must be pointed out that it is not possible to design computer programs to run without errors under all conditions of application. The contractual partner warrants

that the program is suitable for application within the terms of the program description supplied to the user at the time of delivery.

- (2) If a program package should prove to be unsuitable for use under the terms of section 1 or as faulty under the terms of section 2, the program package shall be recalled by the contractual partner and exchanged for a new program package of the same name within a warranty period of two years, which begins with the delivery of the program package to the user. If this program package should also prove to be unsuitable for use under the terms of section 1 or as faulty under the terms of section 2 and the contractual partner is unable to supply the program in a usable form within a reasonable amount of time, the user has the right either to a reduction of the contractually agreed purchase price or to return the program package and receive reimbursement of the amount paid. § 2 sections 2 and 3 shall apply correspondingly.
- (3) There is no further obligation under the warranty. In particular, there is no guarantee that the program package will fulfill the particular requirements of the user. The user is solely responsible for the selection, installation and application of the program package as well as for the desired results.
- (4) The contractual partner warrants that any data medium on which the program package may be provided is free of material and manufacturing defects under normal conditions of use in accordance with this contract for a period of 90 days from the date of this contract. With the exception of the above-mentioned, the program package shall be provided "as is" and, with the exception of the above-mentioned provisions, without warranty. The exclusive legal remedy and the only obligation of the contractual partner within the bounds of this limited warranty is to either replace the software data medium or to refund the fee paid for the software as he or she sees fit. In some countries, a limitation of the legal warranty is not permitted and in such cases the above-mentioned comments may not be valid.

This limited warranty also grants the user certain legal rights. In addition, the user may also have further rights that vary from country to country.

- (5) If not otherwise specified in this contract, all specific or implied conditions, assurances, warranties and guarantees, including any guarantee of marketability, suitability for a certain purpose or the absence of defects of title are rejected unless a limitation of warranty of this kind is legally regarded as invalid.

## **§ 6**

### **Limitations**

- (1) The program package was not conceived, licensed and designed for application in the design, construction, operation and/or maintenance of an atomic power plant. The contractual partner and the copyright holder do not accept any warranty, either specific or implied, for the suitability for such purposes.
- (2) Within the terms of this contract, no rights, proprietary rights or claims to any kind of brands, service brands, logos or business relationships are granted by the contractual partner and/or the copyright holder.
- (3) The software may not be decompiled or reconstructed by means of reverse engineering, unless the enforcement of these limitations is forbidden by applicable law.

## **§ 7**

### **Liability**

- (1) Insofar as legally permitted, the contractual partner and the copyright holder rule out any kind of liability for loss of income, profit or data, or for special, indirect,

subsequent or secondary damages, regardless of the cause and the liability theory resulting from either the use or the inability to use the software, even if the contractual partner and/or the copyright holder was/were informed of the eventuality of these damages. In no case shall the liability of the contractual partner and the copyright holder to the user exceed the amount paid for the software by the user under the terms of this contract, regardless of whether justified by contract, by a prohibited act (including an act of negligence) or by any other manner whatsoever. The preceding limitations shall also apply if the above-mentioned warranty provisions fail to serve their originally intended purpose. In some countries, the exclusion of subsequent or secondary damages is not permitted and in certain circumstances not all of the above-mentioned comments may apply.

- (2) No liability will be accepted for damages caused by incompatibility of the program package with other software or hardware.

## **§ 8**

### **Severability clause**

- (1) Any changes or supplements to this contract, including this clause, are only effective if they are completed in writing or mutually confirmed in writing.
- (2) If any clause of this contract should be invalid or inefficacious, this shall not affect the legal existence of the remainder of the contract. An appropriate provision shall apply in place of that which is invalid or inefficacious which, insofar as legally possible, corresponds to that which the parties to the contract desired or would have desired in the spirit of this contract, if they had considered the invalidity or inefficaciousness when concluding this contract.