

Licensing Agreement for the Use of Software

The

DEUTSCHES FORSCHUNGSZENTRUM FÜR KÜNSTLICHE INTELLIGENZ
GMBH, D-67663 Kaiserslautern, Erwin-Schroedinger-Straße (Bau 57)
(to be referred to as "licensor" below)

and

(to be referred to as "licensee" below)

have come to the following agreement:

§ 1 Subject of Agreement and Scope of Use

(1) The licensor grants the licensee the right to use the programmes included in the DFKI chart display package in accordance with the conditions below. This right is non-exclusive and cannot be transferred.

The licensor provides the licensee with a copy of the source code of the licensed programmes.

(2) The conditions of use are defined in following agreement:

The licensed software may only be used by the licensee on the licensee's EDP systems at the licensee's address.

Use of the licensed software by a third party by means of electronic data exchange or electronic data transfer is not included in this license and requires a separate agreement.

(3) The licensee is permitted

- To save the licensed programme package on the aforementioned EDP systems,
- To execute the programmes and
- To copy the programme package if necessary, as long as this coincides with the conditions of the agreement. The licensee is under the obligation to provide the licensor in writing with the following information on demand:

- The number of copies and the date(s) on which they were made;
- Where they are to be used and where they are stored;
- The medium which was employed for their production.

The licensor retains the rights for any such copies.

(4) The licensed programmes are to be used by the licensee exclusively for the purpose of scientific research in the framework of the parsing system "TRALE". Further development or commercial use of the licensed software or parts thereof requires prior written consent from the licensor.

(5) –omitted–

(6) If the licensed programmes are introduced to third parties by the licensee, or their functionalities demonstrated within the scope of the licensee's scientific activities, either exclusively or in conjunction with other software systems, the origin of the licensed programmes must be acknowledged in an appropriate manner.

(7) The licensee does not have any further usage rights. Making backup copies, testing, examining or decompiling the programmes is only acceptable when it is permitted by law (see §§ 69 g II, 69 d II, III, 69 e German UrhG in particular).

(8) –omitted–

(9) Apart from the user rights described in §1 (2) above, the licensee is not permitted to transfer the rights of the present agreement to third parties or to pass on any usage rights.

§ 2 Duration of Use

The usage rights described in § 1 above are valid for an indefinite period for the entire economic life-span of the product with the following exception: As soon as the licensee violates any of the obligations described in § 1 above, the duration of use shall terminate immediately.

§ 3 Access

The licensed programmes are provided as a component integrated into the parsing system "TRALE".

§ 4 Making Backups of the Licensed Software

(1) The licensee must not allow third parties access to the original software or to copies thereof without express written consent from the licensor. This still applies if the licensee closes or sells his business completely or in part. In the context described above, employees of the licensee do not count as third parties provided their use of the software is in accordance with the conditions of this agreement.

(2) The licensee is under the obligation not to alter any copyright notes or any other legal reservations contained within the software and to take these over in full in any copies of the licensed software.

(3) Before any recording media, data storage or data processing equipment containing the licensed programmes or copies thereof is destroyed, sold or passed on in any other way, the licensee is obliged to delete these in full.

§ 5 Updates and New Releases

(1) If the licensor offers the licensee updates and/or new releases of the licensed software and the licensee makes use of these offers, the same conditions apply as described in §§ 1, 2 and 3 above.

(2) If a new release of the licensed software is obtained, the previous version must be completely deleted from the licensee's EDP system within 2 months of acquisition and any existing copies must be destroyed or returned to the licensor. It is permitted to make an archive copy with prior written permission from the licensor.

§ 6 Licence Fees

No licensing fees will be charged.

§ 7 Warranty and Liability

The licensee releases the licensor from any warranty and liability claims.

§ 8 General Requirements

(1) All agreements, lawsuits or expressions of will affecting this agreement, particularly those which alter or expand upon its content, must be accepted by

both parties in writing. Verbal changes, explanations and expansions will only take effect once they have been confirmed in writing.

(2) In the event of any parts of this agreement being or becoming invalid due to circumstances arising at a later date, the remaining provisions or rulings hereof will not be affected. In such cases the parties undertake to replace any such provision with one which most closely approximates the commercial intentions of the original one.

(3) This agreement shall be governed by and construed in accordance with German law.

(4) All involved parties have received a copy of this agreement.

Place, Date

Place, Date

(Signature of the licensor)

(Signature of the licensee)