

NON-DISCLOSURE AND LICENSE AGREEMENT

This "Agreement" is hereby entered into between Prof. Dr. Erhard Plödereder, University of Stuttgart, (the "Owner" of the information to be disclosed) and

_____ (the "Recipient").

The Owner will be disclosing source code, binary executables and related documentation of the Bauhaus Toolkit to the Recipient for purposes of non-commercial research and education. The Bauhaus Toolkit is collectively referred to as the "Information" in the following.

CONFIDENTIALITY and TERMS AND CONDITIONS

The Recipient acknowledges and agrees:

- (i) that the Information received will be of a confidential nature;
- (ii) not to disclose the Information to others;
- (iii) not to use the Information for any purpose other than conducting research in a specific project of his/her university education;
- (iv) any other use violates the rights of Third Parties, whose software is included in the Bauhaus tools under similar restrictions of usage;
- (v) the use of the toolkit for commercial purposes or rendering commercial services is expressly forbidden;
- (vi) not to publish any documentary description of the Information without written permission from the Owner;
- (vii) to delete all copies of the Information from all computers of the Recipient after completion of the research project or any earlier termination of this Agreement.

The Recipient will not be prevented from using or disclosing the Information which

- (i) was known to the Recipient prior to the disclosure by the Owner, as shown by written documentation;
- (ii) is now, or hereafter becomes, generally known or publicly available, other than by a breach of a confidentiality obligation to the Owner;
- (iii) is developed by the Recipient independently of the Information received from the Owner;
- (iv) is made known to the Recipient on a non-confidential basis from another party that did not acquire the Information from the Owner.

LICENSE

The recipient is granted a non-exclusive, royalty-free license to use the Information within the Terms and Conditions set forth in this Agreement.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

The Bauhaus software is provided and licensed "as is," without warranty of any kind, and all express or implied conditions, representations and warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement, are excluded.

In no event will University of Stuttgart be liable for any damages, including lost revenues, profits, data or other information, or for any special, indirect, incidental, consequential or punitive damages, arising out of the use of or inability to use the Bauhaus software, even if University of Stuttgart has been advised of the possibility of such damages.

TERMINATION

The license to use the Information terminates automatically with the completion of the research project or three years after the date of this Agreement, whichever comes earlier.

The license terminates immediately, if any Terms or Conditions of this Agreement are violated by the Recipient.

The Owner has the right to withdraw the right to use the Information at any time by written notification. Such right shall be exercised only if necessitated by Third Party actions or if, in the sole determination by the Owner, Terms or Conditions of this Agreement have been violated by the Recipient.

All obligations of the Recipient set forth in this Agreement shall remain in effect after the termination of the license.

IN WITNESS WHEREOF, the Owner and Recipient hereunto have executed this Agreement.

for the Owner:

Recipient:

Prof. Dr. Erhard Plödereder

University of Stuttgart

Signature

Signature

Dated:

Dated: