

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is **made** and entered into as of **TODAY**, (the "Effective Date"), by and between ANDREAS M. RAMMELT ("Licensor") and **YOUR COMPANY GOES HERE** ("Licensee").

R E C I T A L S:

WHEREAS, Licensor is the developer and owner of pure Java DXF/DWG viewing and translating software package known as *de-caff Viewer* (the "Software"); and

WHEREAS, Licensee desires to have certain rights to access, use and prepare derivative works, enhancements or modifications (collectively, the "Derivative Works") based upon the source code of the Software (the "Code"); and

WHEREAS, the parties desire to provide for the terms and conditions under which Licensor shall license the Code to Licensee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License Grant.**

(a) Subject to the terms and conditions herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a perpetual, non-transferable, non-exclusive license to use, execute, reproduce and prepare Derivative Works based upon the Code and any associated documentation ("Documentation") solely in connection with Licensee's own software development efforts. Licensee shall only reproduce the Code as required to fulfill the purposes of, and as contemplated by, this Agreement. Licensee shall not distribute or transfer the Code, except as incorporated in the Derivative Works as permitted herein, to any persons or entities beneath Licensee without the prior written consent of Licensor.

(b) Subject to the terms and conditions herein, Licensor grants to Licensee and Licensee hereby accepts, a perpetual, non-transferable, non-exclusive license to incorporate the Code into the Derivative Works on a royalty-free basis, such Derivative Works to be sold, transferred, distributed or licensed to the customers of Licensee.

(c) All copies of Derivative Works distributed to third parties shall include the notice "Portions Copyright © 2000–2019 Andreas M. Rammelt. All Rights Reserved" on all packaging and media distributed to Licensee's customers.

2. **Term and Termination.**

2.1 **Term.** This Agreement and the licenses granted hereunder shall be effective until terminated.

2.2 **Termination With Cause.** Licensor shall have the right to immediately terminate this Agreement and the licenses granted herein:

(a) upon written notice to Licensee in the event that Licensee violates any material provision of this Agreement including, without limitation, Sections 3 and 6. Except with regard

to breaches of Section 6, Licensee shall have one hundred and eighty (180) days from receipt of such written notice to cure such breach prior to any termination.

(b) in the event that Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

2.3 Effect of Termination. Upon the termination of this Agreement and the licenses granted hereunder for any reason, Licensee shall immediately cease all use, reproduction and preparation of Derivative Works based upon the Code. Licensee shall, at Licensor's sole option, (i) return all copies of the Code and accompanying Documentation to Licensor or (ii) destroy all copies of the Code and Documentation and certify the same in writing to Licensor.

2.4 Survival. Sections 3, 5, 6, 7, 8, 9 and 10 shall survive the termination of this Agreement.

3. **Payment**. Licensee shall pay to Licensor a one-time fee of nine thousand five hundred Euro (9,500 €) for delivery of the Software, Code and Documentation (the "License Fee"). The License Fee shall be due and payable within thirty (30) days of the execution date of this Agreement.

4. **Installation, Support and Maintenance**.

4.1 Licensor will deliver to Licensee executable versions of all beta releases of the Software. Further, Licensor shall, at the completion of each new release of the Software, update the Code at Licensee ("Upgrade") during the Warranty Period.

4.2 Support Services. Licensor shall provide email support services for the Code in accordance with its then-current support policies at no charge during the Warranty Period.

5. **Proprietary Rights**.

5.1 Licensor. Licensor retains all title to and interest in the Software and the Code, including all accompanying Documentation. Licensor acknowledges that it shall receive no right, title or interest in any Derivative Works based upon the Software or the Code, other than those rights expressly granted by this Agreement and the License.

5.2 Licensee. Licensee retains all title to and interest in the Derivative Works. Licensee agrees and acknowledges that the Software and the Code contain valuable trade secrets and copyrighted materials and Confidential Information (as hereinafter defined) of Licensor.

6. **Confidentiality**.

6.1 Confidentiality Obligations. All information and data delivered by a party to the other party pursuant to this Agreement, including but not limited to Licensor's Code and Software, is the proprietary and confidential information of the disclosing party ("Confidential Information"). Each party agrees to maintain such Confidential Information in confidence and not to disclose such Confidential Information except as is permitted by this Agreement and License without the prior written consent of the disclosing party.

6.2 Confidential Information. Confidential Information shall include, without limitation, the Code and all accompanying Documentation, all proprietary information relating to the

Software and the Code which is not: (i) information which at the time of disclosure is in the public domain; (ii) information which after disclosure is published or otherwise becomes part of the public domain through no fault of Licensee, but only after it is published or comes into the public domain; (iii) information which Licensee can document through written record, dated prior to the time of disclosure, as having been in its possession and belonging to it at the time of disclosure; (iv) information which Licensee can document was developed independent of and without any reliance on the proprietary information; or (v) information which Licensee can show as having been received after the time of disclosure from a third party which did not acquire it directly or indirectly, and did not disclose it under any restriction against such disclosure.

6.3 Limitation of Access. Licensee will take all reasonable precautions to maintain the confidentiality of the Confidential Information, including without limitation, requiring employees and others with access to the Confidential Information to sign confidentiality agreements similar in nature to this Agreement and limiting access to the Confidential Information to employees on a "need to know" basis.

6.4 Injunctive Relief. The parties acknowledge that the Confidential Information constitutes and contains confidential and proprietary information of a special and unique nature and value. Licensee acknowledges that Licensor will suffer irreparable harm in the event Licensee breaches any of its obligations under this Section 6 and that monetary damages will be inadequate to compensate Licensor fully for such breach. The parties accordingly agree that, in the event of a breach or a threatened breach of any of Licensee's obligations under this Section 6, Licensor will be entitled to injunctive relief to prevent such breach by the receiving party and by all persons acting for, on behalf of or with Licensee. Such injunctive relief will be in addition to any other rights and remedies to which Licensor is or may be entitled at law or in equity or otherwise under this Agreement.

7. Warranties. Licensor warrants that it holds all right, title and interest in and to the Software the Code and accompanying Documentation, and that it has the full power and authority to grant the licenses granted hereunder as provided in this Agreement. Licensor also warrants that the Code and the Software shall perform substantially in accordance with the Documentation for a period of three hundred and sixty-five (365) days from the Effective Date (the "Warranty Period"). Licensor's sole obligation for a breach of either of the above warranties shall be to modify or, at its option, replace the Code and/or the Software to eliminate the non-conformity. Licensor shall use good-faith efforts to eliminate the non-conformity within a reasonable time period, but in no case more than sixty (60) days.

Licensor further warrants that the Software and Code does not and will not infringe any patent, copyright, trade secret or other proprietary or contractual right of any third parties.

EXCEPT AS SET FORTH IN THIS SECTION 7, LICENSOR MAKES NO WARRANTIES OR OTHER REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATED TO THE SOFTWARE OR THE CODE OR THE PERFORMANCE OF THE SOFTWARE OR THE CODE OR ANY DERIVATIVE WORKS BASED UPON THE SOFTWARE OR THE CODE WHICH ARE DEVELOPED UNDER THIS AGREEMENT. LICENSOR DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE CODE AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification.

8.1 By Licensor. Licensor will, at its expense, defend any claim or judicial action brought against Licensee, and indemnify Licensee against any liability for damages awarded in any such

action, insofar as the same is based on a claim that the Software or Code licensed under this Agreement infringes any patent, copyright or trade secret of a third party. If the Software or Code licensed under this Agreement is found to infringe any patent, copyright or trade secret of a third party, Licensor shall: (i) secure a license from such third party to allow Licensee's continued use of the Code and Software, or (ii) cure the Code and/or Software of its infringing elements, or (iii) provide Licensee with substitute, non-infringing Code and/or Software.

8.2 By Licensee. Licensee, at its expense, will defend any claim or judicial action brought against Licensor, and indemnify Licensor against any liability for damages awarded in any such action, insofar as the same is based on a claim that a Derivative Work created or developed by Licensee in connection with this Agreement infringes any patent, copyright or trade secret of a third party.

8.3 Entire Liability. This Section 8 states the entire liabilities of the parties with respect to any claim of infringement.

8.4 Conditions of Indemnification. The obligations under the foregoing indemnities are subject to the condition that the party seeking indemnification give the other: (i) prompt written notice of any claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the indemnifying party; and (iii) cooperation of the other party in such defense.

9. Limitation of Liability.

LICENSOR WILL HAVE NO LIABILITY TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, THE CODE OR ANY DERIVATIVE WORKS BASED UPON THE SOFTWARE OR THE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CLAIMS IN AGGREGATE AMOUNT EXCEEDING THE AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

10. Miscellaneous.

10.1 Assignment and Delegation. Neither this Agreement, nor the rights or obligations of Licensee, may be assigned or delegated by Licensee without the prior written consent of Licensor. Such consent shall not unreasonably be withheld. Any prohibited assignment shall be void.

10.2 Waiver of Compliance. Any failure by either party to enforce any term or condition of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

10.3. Entire Agreement; Amendments. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. This instrument states the entire agreement of the parties with respect to its subject matter. Any modification or amendment of any provisions of this Agreement shall not be binding on either party unless in writing and signed by the authorized representatives of both parties.

10.4. Notices. Any notice given under this Agreement shall be in writing and addressed to the other party at the address shown for such party on the signature page of this Agreement, or to such other address as either party shall have designated in writing to the other, and sent by certified mail,

hand delivery or facsimile transmission. Notices shall be certified mail, upon receipt by the addressee when delivered by hand, or upon receipt when sent by facsimile transmission.

10.5. Force Majeure. Neither party shall be responsible for any failure to perform or delay in performing its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the other party. The non-performing or delaying party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of the extent and probably duration of such delay or nonperformance.

10.6. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Federal Republic of Germany without regard to its conflict of laws provisions. The parties agree that any suit arising under this Agreement shall be brought in a court of competent jurisdiction in Braunschweig, Germany.

10.7. Severability. If any provision of this Agreement is declared illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

10.8. Counterparts. This Agreement may be executed in multiple counterparts which shall be deemed executed originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ANDREAS M. RAMMELT, (Licensor)

YOUR COMPANY, (Licensee)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Cheruskerstr. 4 _____

38112 Braunschweig _____

Germany _____

Address:
