

License Agreement

between

Swiss Federal Institute of Technolgy (ETH Zürich), represented by

Professor Emo Welzl
Institute for Theoretical Computer Science
ETH Zürich
CAB G15.2
CH-8092 Zürich, Switzerland
(“Licensor”)

and

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(“Licensee”)

where the licensor owns the rights in and to the software *Miniball V2.0*(C++ source code, data files and documentation) provided under www.inf.ethz.ch/personal/gaertner/miniball.html, and the licensee requires the right to incorporate this software or portions of it into a proprietary product. The two parties agree as follows.

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2 Royalties

The licensee shall pay the licensor a one-time fee of EUR 300, into the account mentioned on the invoice that is being sent to the licensee. The payment is due within 30 days after signature.

3 Warranty and Indeminification

The licensor confirms that it is not aware of any protective rights that would prevent the licensee from using the software. The software is provided “as is”, without warranties of any kind, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4 Liability

In no event shall the licensor be liable to the licensee for any direct or indirect damages arsing out of the use, or the inability to use the software.

5 Termination

The licensor may terminate this license agreement (i) after two months from signature in case the licensee does not pay the royalties set forth in Article 2, or (ii) immediately, if the licensee violates any other terms of this agreement.

6 Transfer of Rights

The licensee shall not transfer to third parties any of its rights and obligations arising from this agreement.

7 Modifications

Any modifications to this agreement shall be valid only in written form, mutually approved by authorized representatives of both parties.

8 Severability

If any provision of this agreement will become invalid or unenforceable, this shall not affect the other parts of this agreement.

9 Choice of Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of Switzerland. The venue shall be the courts of Zürich.

Licensee.

CityDate

Name

Signature.....

Institute for Theoretical Computer Science, ETH Zürich

Zürich,

Name

Signature.....

Approved: Vice President for Research, ETH Zürich

Zürich,

Name:.....

Signature.....