

End User License Agreement (EULA) for JCMwave Software Products

IMPORTANT – READ BEFORE COPYING, INSTALLING OR USING.

Do not copy, install, or use the Materials provided under this Agreement, until you have carefully read the following terms and conditions.

By copying, installing, or otherwise using the Materials, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not copy, do not install, and do not use the Materials, send all Materials back to JCMwave and permanently destroy all electronic copies of Materials that you have. The Materials are protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. The Materials are licensed, not sold, and always remain the property of JCMwave.

1. LICENSE DEFINITIONS:

- 1.1. "Licensee" stands for you, whether you are an individual or an entity, to whom JCMwave grants the license.
- 1.2. "Agreement" is defined as this license agreement.
- 1.3. "Materials" are defined as the computer software, documentation in printed and electronic form, license key codes and other materials, including any updates and upgrades of software, documentation and other materials, that are provided to the Licensee under this Agreement. Materials may also contain several third party components, which are provided and licensed to the Licensee under the terms and conditions of the respective third party licenses (Third Party Software).
- 1.4. "Source Code" is defined as Materials provided in human readable format, whether unmodified or modified by the Licensee.
- 1.5. "JCMwave" stands for JCMwave GmbH, Haarer Strasse 14a, D-85640 Putzbrunn, Germany.

2. LICENSE GRANT:

- 2.1. Subject to all of the terms and conditions of this Agreement, JCMwave grants the Licensee a non-exclusive, non-assignable, license to copy, install and use the Materials.
- 2.2. Subject to all of the terms and conditions of this Agreement, JCMwave grants the Licensee a non-exclusive, non-assignable license to copy and to modify the Materials, or any portions thereof, that are provided in Source Code form.

3. LICENSE RESTRICTIONS:

- 3.1. If the Licensee receives several copies of the Materials and or updates or upgrades to the Materials, the Licensee may use these only in accordance with the Licensee's applicable license stated in this Agreement. The Licensee may not provide copies to another user.
- 3.2. HANDLING RESTRICTIONS:
 - 3.2.1. The Licensee may NOT use or copy the Materials except as provided in this Agreement.
 - 3.2.2. The Licensee may NOT rent or lease the Materials to any third party.
 - 3.2.3. The Licensee may NOT assign this Agreement or transfer the Materials without the written permission of JCMwave.
 - 3.2.4. The Licensee may NOT modify, adapt, or translate the Materials in whole or in part except as provided in this Agreement.
 - 3.2.5. The Licensee may NOT disassemble, reverse engineer, or decompile the Materials.
 - 3.2.6. The Licensee may NOT attempt to modify or tamper with the normal function of a license manager that regulates usage of the Materials.
 - 3.2.7. The Licensee may NOT distribute, sublicense or transfer the Source Code form of any components of the Materials and derivatives thereof to any third party.
- 3.3. The scope and duration (time period) of the license depends on the type of license the Licensee obtained from JCMwave. The variety of license types are described below. Some of the license types may not be available for all JCMwave Software Products and therefore may not apply to the Materials provided under this Agreement. For more information on the types of licenses, please contact JCMwave.
 - 3.3.1. EVALUATION LICENSE: If the Licensee is using the Materials under the control of an Evaluation license, the Licensee may use the Materials only for internal evaluation purposes and only for the term of the evaluation time period, which is controlled by the license key code for the Materials. The Licensee may not use for other purposes than

evaluation purposes or redistribute/publish any results obtained with the help of the Materials under the terms of an Evaluation license. The duration of the evaluation time period is 14 days. The Licensee may use the Materials under control of an Evaluation license for a longer period of time only with written permission of JCMwave. The Licensee may install copies of the Materials on one computer and the Licensee will receive a specific license key for the use of the Materials on this specific hardware (node-locked license).

- 3.3.2. ACADEMIC LICENSE: If the Licensee is using the Materials under the control of an Academic license, the Licensee may use the Materials only for purely academic, non-commercial research and for teaching purposes. The Materials may not be used for any other purpose, whether "for profit" or "not for profit." Any work performed or produced as a result of use of the Materials cannot be performed or produced for the benefit of other parties for a fee, compensation or any other reimbursement or remuneration. The Licensee may use the Materials under control of an Evaluation license for a longer period of time only with written permission of JCMwave. The Licensee may install copies of the Materials on one computer and the Licensee will receive a specific license key for the use of the Materials on this specific hardware (node-locked license). If the Licensee obtained a time-limited Academic license, the duration (time period) of the Licensee's license and his ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials. The Licensee agrees to cite the Materials by name in every publication where results produced with the Materials are presented. The Licensee agrees that JCMwave names his academic institution on JCMwave's homepage, <http://www.jcmwave.com>, on a list of academic users.
- 3.3.3. TIME-LIMITED SINGLE-WORKPLACE LICENSE: If the Licensee is using the Materials under the control of a Time-Limited Single-Workplace license, the Licensee may use the Materials only on a single designated computer with no more than the authorized number of parallel computation threads (node-locked license). A separate license is required for each additional computation thread and/or computer in all other cases. JCMwave will provide the Licensee with a license code key that enables the use of the Materials on a single computer with up to the authorized number of concurrent computation threads. The duration (time period) of the license and the Licensee's ability to use the Materials is limited to the arranged time period of the obtained license, which is controlled by the license key code for the Materials.
- 3.3.4. PERPETUAL SINGLE-WORKPLACE LICENSE: If the Licensee is using the Materials under the control of a Perpetual Single-Workplace license, the Licensee may use the Materials only on a single designated computer with no more than the authorized number of parallel computation threads (node-locked license). A separate license is required for each additional computation thread and/or computer in all other cases. JCMwave will provide the Licensee with a license code key that enables the use of the Materials on a single computer with up to the authorized number of concurrent computation threads. The duration (time period) of the license is not limited. If the license key code of the Perpetual license contains a time-limitation, JCMwave warrants to renew the license key code in order to enable the use of the Materials according to the license.
- 3.3.5. CUSTOMER SPECIFIC LICENSE: If the Licensee is using the Materials under the control of a Customer Specific license, licensing conditions regarding the use, regarding the hardware on which the Materials are used, regarding the number of users, regarding the number of parallel computation threads, and regarding the duration (time period) of the license have to be settled in a separate document provided by JCMwave. If such document does not exist, the conditions of a single-threaded single-workplace license limited to a time period of one year from the date of first installation apply to the Customer Specific license. All terms of this Agreement apply to the Customer Specific license unless explicitly otherwise specified by JCMwave.
4. SOFTWARE TRANSFER: The Licensee may permanently transfer all of his rights under this Agreement only with JCMwave's prior written permission.
5. COPYRIGHT: Title to the Materials and all copies thereof remain with JCMwave. The Materials are copyrighted and are protected by international copyright laws and international treaty provisions. The Licensee may not remove any copyright notice from the Materials. The Licensee agrees to prevent any unauthorized copying of the Materials. Except as expressly provided herein, no license or right is granted to the Licensee directly or by implication, inducement, estoppel or otherwise, specifically JCMwave does not grant any express or implied right to the Licensee under JCMwave patents, copyrights, trademarks, or trade secret information.
6. THIRD PARTY SOFTWARE

- 6.1 If not stated otherwise this version of the Material uses the zlib library, (C) 1995–2004 Jean-loup Gailly and Mark Adler.
- 6.2 If not stated otherwise this version of the Material uses the ARPACK package by Sorensen et al. Rice BSD Software License permits source and binary redistribution of the software ARPACK and P_ARPACK for both non-commercial and commercial use. Copyright (C) 2001, Rice University Developed by D.C. Sorensen, R.B. Lehoucq, C. Yang, and K. Maschhoff. All rights reserved.
7. NO WARRANTY AND LIMITED REPLACEMENT: THE MATERIALS AND INFORMATION ARE PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. If the media on which the Materials are provided are found to be defective in material or workmanship under normal use for a period of ninety (90) days from the date of receipt of the Materials, JCMwave's entire liability and the Licensee's exclusive remedy shall be the delivery of the Materials via other means. This offer is void if the media defect results from accident, abuse, or misapplication.
8. LIMITATION OF LIABILITY: THE ABOVE REPLACEMENT PROVISION IS THE ONLY WARRANTY OF ANY KIND. JCMWAVE OFFERS NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY OR FITNESS FOR A PARTICULAR PURPOSE. JCMWAVE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF JCMWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE LICENSEE.
9. UNAUTHORIZED USE: THE MATERIALS ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE MATERIALS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G. MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS, CRITICAL CONTROL SYSTEMS, SAFETY SYSTEMS, OR IN NUCLEAR FACILITY APPLICATIONS).
10. TERMINATION OF THIS LICENSE: This Agreement becomes effective on the date the Licensee accepts this Agreement and will continue until terminated as provided for in this Agreement. If the Licensee is using the Materials under the control of a time-limited license, for example an Evaluation License, this Agreement terminates without notice on the last day of the arranged time period. JCMwave may terminate this license at any time if the Licensee is in breach of any of its terms and conditions. Upon termination, the Licensee will immediately return to JCMwave or destroy the Materials and all copies thereof and permanently delete all electronic versions of the Materials and copies thereof.
11. APPLICABLE LAW: Any claim arising under or relating to this Agreement shall be governed by German law, Amtsgericht Muenchen HRB 526/02, Germany.