

Software Package “VRONI”: Software License Agreement

This Agreement made and entered into on the date last signed, by and between the University of Salzburg (mailing address: Universität Salzburg, Department of Computer Sciences, Jakob-Haringer Str. 2, A-5020 Salzburg, Austria), hereinafter called UNIVERSITY, and

company name,

having its principal office at

company's address,

hereinafter called LICENSEE.

Witnesseth

Whereas, UNIVERSITY has certain rights relating to a software package for computing Voronoi diagrams and offsets of planar straight-line graphs, hereinafter “VRONI”; and

Whereas, UNIVERSITY has the right to grant licenses under said rights; and

Whereas, UNIVERSITY desires to have the rights utilized in the public interest and is willing to grant a license thereunder; and

Whereas, LICENSEE desires to obtain a license to said rights under the terms and conditions hereinafter set forth.

Now, Therefore, in consideration of the premises and mutual covenants herein, the parties, LICENSEE and UNIVERSITY agree as follows:

§1 Definitions

For the purposes of this agreement, the following words and phrases shall have the following meanings:

1. “SOURCE CODE” shall mean the source code for VRONI, UNIVERSITY Reference Code P_142201_36, as well as any related proprietary information, as developed by Martin Held, UNIVERSITY of Salzburg.
2. “OBJECT CODE” shall mean the compiled code derived from the SOURCE CODE as defined above.
3. “AUTHORS” shall mean Martin Held, having written the SOURCE CODE.

§2 Grant

UNIVERSITY hereby grants to LICENSEE a paid-up, royalty-free worldwide non-exclusive license

1. to use SOURCE CODE in LICENSEE's software development, and
2. to distribute OBJECT CODE incorporated into LICENSEE's software under the terms and conditions of this agreement.

This agreement does not constitute a license to distribute, sell, or offer to sell or export (parts of) SOURCE CODE per se.

§3 Payments and Records

For the rights and privileges granted under the license, LICENSEE will pay to the UNIVERSITY Euro 3500 (Three Thousand Five Hundred Euros), net of any wire transfer fees or other bank charges, as a license execution fee within thirty (30) days of the execution of this license agreement.

§4 Proprietary Information

For a period of five (5) years from the date of execution of this agreement, LICENSEE will not disclose SOURCE CODE to others without the prior written permission of UNIVERSITY, it being understood, however, that this commitment does not apply to any information which

1. is or becomes known publicly through no fault of LICENSEE,
2. is obtained by LICENSEE from a third party entitled to disclose it,
3. is known by LICENSEE independent of receipt of SOURCE CODE.

If UNIVERSITY provides updates of SOURCE CODE and if LICENSEE opts to receive those updates then the non-disclosure period of SOURCE CODE is renewed with each new update provided.

§5 Warranty

1. UNIVERSITY expressly disclaims any warranty of merchantability or fitness for a particular purpose. SOURCE CODE is provided “as is”.
2. UNIVERSITY warrants that the SOURCE CODE covered by this agreement is the original work of UNIVERSITY and, to the best of UNIVERSITY’s knowledge, will not infringe upon the proprietary rights of others.
3. UNIVERSITY warrants that, along with the AUTHORS, it is the owner of SOURCE CODE and has the right and the power on behalf of itself and the AUTHORS to enter into this license agreement.
4. To the extent that mandatory law does not provide for differently, the UNIVERSITY is only liable for flagrant gross negligence and intent.
5. Neither party of this agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control (Force Majeure).

§6 Miscellaneous

1. This agreement shall be interpreted in accordance with the laws of the Republic of Austria.
2. Neither party shall be liable for special, consequential or incidental damages.
3. Neither party shall assign this agreement without the prior written consent of the other party.
4. Waiver of any remedies afforded hereunder by law is without prejudice and shall not operate to waive rights to any other remedies, nor shall such waiver operate to waive rights to any remedies due to a future breach whether of a like or different character.
5. LICENSEE shall be free to modify SOURCE CODE. If LICENSEE chooses to modify SOURCE CODE, UNIVERSITY’s warranty obligation shall not apply to the portion and effects of SOURCE CODE that is modified. Such modified portions shall belong to LICENSEE and be copyrighted as such.
6. Nothing in this agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise, the names of the UNIVERSITY, or any abbreviations thereof, or of the AUTHORS, except that LICENSEE may, but shall not be obligated to, discreetly identify the authorship of SOURCE CODE on software, as applicable, by indicating AUTHORS’ name and UNIVERSITY as AUTHORS’ institutional affiliation. Such identification shall be subject to the written approval of AUTHORS and shall not be made to imply an endorsement or recommendation of any of LICENSEE’s products by UNIVERSITY or the AUTHORS, for any purpose.
7. It is understood that, except as provided in §6.5 above, title to the copyright for the SOURCE CODE and its derivatives is assigned to and remains with the AUTHORS and UNIVERSITY. All copyright notices in the source files will be kept intact. Transfer of SOURCE CODE to LICENSEE is to be considered a bailment for purposes of this license and not a conditional or unconditional sale.
8. These terms and conditions represent the entire agreement between the parties and supersedes any prior agreements, written or oral, including without limitation any Confidentiality Agreements. Any modification hereto must be embodied in writing signed by both parties. No modification hereof shall be effected by either party’s use of an order acknowledgement or other form containing additional or different conditions.

In Witness Whereof, the parties hereto have respectively caused this agreement to be signed by their duly authorized representatives on the day hereinbefore set forth.

LICENSEE

UNIVERSITY

BY:

NAME: signer’s name
TITLE: signer’s title
EMAIL: signer’s email address
DATE:

Univ.-Prof. Dr. Fatima Ferreira-Briza
Vice Rector for Research
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