

# ***TCN Open***

## **TRDP Open Source Software License Agreement**



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## **SOFTWARE LICENCE AGREEMENT FOR THE TRDP**

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THIS AGREEMENT IS EFFECTIVE AS OF THE 2013/05/01

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## **9. LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), ANY CLAIM,, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE SOFTWARE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. PREAMBLE AND SCHEDULES**

The Preamble and Schedules hereto, if applicable form an integral part of this Agreement.

## **11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Germany, and any dispute stemming from this Agreement shall be submitted to the jurisdiction of the courts of Germany. The Parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

## **12. LANGUAGE**

The parties hereto have required that this License and all documents relating hereto be drawn-up in English.



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### **13. CONFIDENTIALITY**

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13.2 The parties agree that Confidential Information shall not include any information which: (i) was previously known to the receiving party if the receiving party can prove such prior knowledge and the receiving party did not learn such information from a person whom the receiving party knew was under a duty to the disclosing party not to disclose the information; (ii) is or becomes part of the public domain without breach of this Agreement; (iii) the receiving party receives from an independent third party who is not under an obligation not to disclose it; (iv) is independently developed by the receiving party as evidenced by documentation dated prior to the time of disclosure by the disclosing party; (v) is required to be disclosed pursuant to the order of a governmental agency, legislative body, or a court of competent jurisdiction, provided reasonable prior notice of the intended disclosure is provided to the other party.

### **14. SEVERABILITY**

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.

### **15. TERMINATION**

Termination of this Agreement, for any reason, shall not prejudice or affect the accrued rights, claims, and liabilities of either party hereto.



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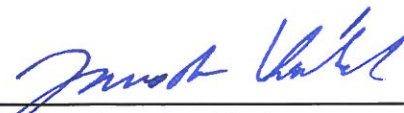
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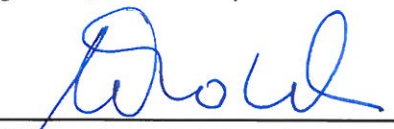
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