

TCN Open

TAU_XML Open Source Software License Agreement



Product name: TAU XML	Version:	Doc. type: License Agreement		
Doc ID-number: TCN-TRDP1-C-BOM-025-03_-	Revision: 01	Language: en	Page: 2/8	

SOFTWARE LICENCE AGREEMENT FOR THE TAU_XML

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SOFTWARE LICENCE AGREEMENT FOR THE TAU_XML

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This Agreement shall be governed by and construed in accordance with the laws of Czech Republic, and any dispute stemming from this Agreement shall be submitted to the jurisdiction of the courts of Czech Republic. 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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13.2 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

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16. EXPORT LAW ASSURANCES

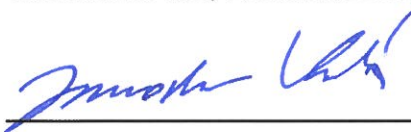
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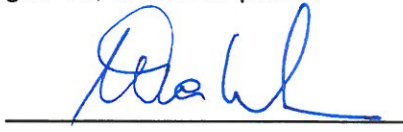
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