

CONCEPT ENGINEERING GMBH

END USER SOFTWARE LICENSE AGREEMENT (EULA)

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1.0 DEFINITIONS

- 1.1 "*CONCEPT*" means Concept Engineering GmbH, 79111 Freiburg, Bötzingen Str. 29, Germany.
- 1.2 "*CONCEPT SOFTWARE*" means any the following Concept-proprietary Software programs: *SPICEVISION*, *GATEVISION*, *RTLVISION*, *SGVISION* and written materials included in these packages.
- 1.3 "*TBL LICENSE*" A Time Based License (TBL) grants a license to use the *CONCEPT SOFTWARE* for a certain term.

2. GRANT OF LICENSE

Concept grants you a non-exclusive and non-transferable license to:

- 2.1 Load the *CONCEPT SOFTWARE* onto your computer from the media provided.
- 2.2 Obtain from Concept a password to activate the *CONCEPT SOFTWARE*.
- 2.3 Run the *CONCEPT SOFTWARE* in accordance with the terms of this License Agreement **on** the computer(s) for which passwords were issued **and** at the site authorized by CONCEPT. A site is restricted to a one-half mile (800 meter) radius.

3. TERM

- 3.1 This License Agreement is effective upon your use of the *CONCEPT SOFTWARE* and shall continue until terminated.
- 3.2 You may terminate this Agreement at any time by returning the *CONCEPT SOFTWARE* and documentation to Concept.
- 3.3 Concept may terminate this License Agreement upon breach by you of any term hereof.
- 3.4 This License Agreement terminates automatically with the end of the *TBL LICENSE* term.
- 3.5 Upon termination, you will cease all use of the *CONCEPT SOFTWARE* and return to Concept or destroy all written materials and copies of the *CONCEPT SOFTWARE*.

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- 4.1 The *CONCEPT SOFTWARE* is owned by Concept.
- 4.2 This License does not constitute a sale of the *CONCEPT SOFTWARE*.
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- 4.5 You may not reverse engineer, reverse compile or disassemble the *CONCEPT SOFTWARE* in whole or in part.
- 4.6 You may not alter or remove any copyright notices from any components of the *CONCEPT SOFTWARE*.
- 4.7 You may not run the *CONCEPT SOFTWARE* on computer(s) other than those for which passwords were issued.
- 4.8 You may not run the *CONCEPT SOFTWARE* on a site not authorized by CONCEPT. A site is restricted to a one-half mile (800 meter) radius.
- 4.9 This Agreement is not assignable or transferable without the express written consent of Concept.

5. LIMITED WARRANTY

- 5.1 Concept warrants the media as delivered by Concept to be free from defects in materials and work-manship for a period of three (3) months following the date upon which Concept ships the media to you.
- 5.2 Concept will replace defective media at no charge to you, provided you return such media to Concept within three (3) months of the shipment date.

5.3 Concept does not warrant that the Licensed Software (*CONCEPT SOFTWARE*) will meet all your requirements.

5.4 Concept's entire liability and your exclusive remedy under any warranty or legal theory shall be replacement of the *CONCEPT SOFTWARE* or return of the price paid.

6. MAINTENANCE SERVICES

Assuming You are under valid maintenance service or under a valid TBL License, CONCEPT will provide You with the following services:

6.1 You have internet based access (software download link) to the latest CONCEPT SOFTWARE.

6.2 You get FLEXLM license files to activate the latest CONCEPT SOFTWARE.

6.3 You have the right to "rehost" to a new FLEXM license server.

6.4 CONCEPT will use it's best efforts to provide You with error corrections for the CONCEPT SOFTWARE as early as practicable.

6.5 You have access to CONCEPT support engineers via EMAIL, FAX or PHONE.

7. NO OTHER WARRANTIES

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B) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY.

C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

9. ENFORCEABILITY

8.1 If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect, and enforceable.

10. ADDITIONAL INFORMATION

10.1 For further information about *CONCEPT SOFTWARE* products or services please contact Concept Engineering GmbH at:

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