NON COMMERCIAL LICENSE

1. Preface

Tensegrity Software GmbH, Cologne Germany – hereinafter Tensegrity - develops and distributes software for the purpose of modelling and visualizing of business data. The JS Graph library, including samples and documentation – hereinafter JS Graph - enables you – the person which is entering in this agreement – to create combined software applications with JS Graph - hereinafter application or applications – for end users who use the application for non commercial issues.

By downloading, installing, copying or otherwise using JS Graph, you accept this agreement. If you do not agree with any of the terms and conditions of this agreement, do not proceed with downloading, copying installing or any other use JS Graph.

2. Scope of the Non Commercial License

For the purpose of non commercial issues e. g. evaluation or reviewing purposes and <u>not for production purposes</u> Tensegrity grants you a revocable, non-exclusive, non-transferable and non-sublicensable license to install and use the JS Graph as follows:

(a) You may install JS Graph only on one computer which is used by one developer only. A usage for other purposes or on more than one computer is strictly prohibited.

(b) You are not allowed to redistribute JS Graph.

(c) You are not allowed to combine JS Graph as part of any application that can be described as a development toolkit or library, an application builder, a website builder or any application that is intended for use by software, application, or website developers or designers.

(d) It is explicitly prohibited to decompress, decompile or disassemble JS Graph.

(e) You are not allowed to make modifications to JS Graph. That means you are not allowed to do any addition, any deletion from the contents of JS Graph files.

(f) The documentation may only be used by you. It is not allowed to create copies of the documentation or to grant access to other persons.

(g) Any remark or label on or within any piece of JS Graph or documentation may not be removed or changed.

(h) You are required to ensure that JS Graph is not reused by or with any applications other than those with which you are permitted herein.

3. Title and Intellectual Property Rights

(a) Title to and ownership of JS Graph shall remain with Tensegrity. All rights to patents, copyrights, trademarks and trade secrets within JS Graph shall remain with Tensegrity.

(b) All intellectual property rights, confidentiality and proprietary provisions, rights to patents, copyrights, trademarks and trade secrets in JS Graph shall remain with Tensegrity.

(c) You shall keep confidential Tensegrity property, effect and maintain adequate security measures to safeguard the property from access or use by any unauthorized person and in particular limit access.

4. Termination

This agreement and your right to use JS Graph will terminate immediately if you fail to comply with any of the terms and conditions of this agreement. Upon termination, you agree to immediately cease using and destroy JS Graph, including all accompanying documents. The provisions of sections 1, 2, 3, 5, 6, 7, 8 will survive any termination of this Agreement.

5. Warranties

(a) Tensegrity represents and warrants that JS Graph shall operate in accordance with its specifications as described in the Documentation.

(b) Tensegrity represents and warrants that it has the right to enter into this agreement and provide JS Graph to you.

(c) Tensegrity does not guarantee that the operation of JS Graph will be uninterrupted or error free and you acknowledge that it is not technically practicable for us to do so

6. Liability

Under no circumstances shall either party be liable to the other party for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages, including, without limitation, damages for any lost profits, business or revenue, loss of use of good will, or other lost economic advantage, even if such party has been advised of the likelihood of such damages

7. Support and Updates

You are not entitled to any support for JS Graph under this agreement. All support must be purchased separately and will be subject to the terms and conditions contained in another agreement. You are not entitled to receive minor or major version updates or bug fix updates of JS Graph, unless purchased independently of this license.

8. Other

(1) If a court finds any provision of this Agreement invalid or unenforceable, this shall not affect any other provision of this Agreement. Both parties will then contribute to an equivalent provision.

(2) The Jurisdiction of the Federal Republic of Germany applies.