

# **PALS*fit***

## **LICENSE AGREEMENT**

### **AGREEMENT BETWEEN**

CUSTOMER NAME: \_\_\_\_\_

CUSTOMER ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as CUSTOMER)  
and TECHNICAL UNIVERSITY OF DENMARK, Risø Campus, DK-4000 Roskilde, Denmark (hereinafter referred to as DTU).

#### 1. GRANT

DTU grants to CUSTOMER a non-transferable and non-exclusive license to copy and use the Software identified below (LICENSED SOFTWARE) under the following terms and conditions and for the period identified in Paragraph 2.

#### 2. PERIOD OF TIME

The license for the LICENSED SOFTWARE shall be effective from hereof and shall remain in force until the CUSTOMER discontinues the use of the LICENSED SOFTWARE.

#### 3. LICENSED SOFTWARE

The licensed software is the PALS*fit* program.

#### 4. CUSTOMER'S RIGHTS

The CUSTOMER shall have the right to use the LICENSED SOFTWARE on any computer within his/her installation. The CUSTOMER may:

- a. Edit, format or otherwise modify the LICENSED SOFTWARE, provided however that portions of the LICENSED SOFTWARE included in a modified work shall remain subject to our terms and conditions of this Agreement;
- b. Copy the LICENSED SOFTWARE only for (i) using the program on the designated systems; and (ii) for archive and emergency restart.

#### 5. COPIES

CUSTOMER agrees to reproduce and include the copyright notices of DTU on all copies of the LICENSED SOFTWARE or any modification thereof in any form.

#### 6. SECURITY

The CUSTOMER agrees not to disclose, provide or otherwise make available the LICENSED SOFTWARE or any portion thereof in any form whatsoever to any person without prior approval of DTU.

#### 7. TITLE AND WARRANTY

Title to and ownership of the LICENSED SOFTWARE shall at all times remain with DTU.

The LICENSED SOFTWARE is provided to the CUSTOMER 'as is' and without warranty. In no event shall DTU be liable for special, indirect or consequential damages arising out of or in connection with the use of or performance of the LICENSED SOFTWARE, and the customer shall indemnify and hold harmless DTU for any alleged liability. DTU makes no representations or warranties, expressly or impliedly. By way of example but not of limitation, DTU makes no representations or warranties of merchantability of fitness for any particular purpose, or that use of the LICENSED SOFTWARE will not infringe of any patent, copyright or trademark.

DTU will not be responsible for the correcting of any bugs or deficiencies found by CUSTOMER. However, DTU may, at its own discretion, provide to CUSTOMER updated copies of the software for a nominal copying charge. Such updated copies shall be restricted to fixes of bugs or deficiencies in

the software. Major new releases of the software containing substantial increased functionality are not covered by this paragraph, and may at DTU's option, be marketed as new products. The decision as to what constitutes a correction of a bug or deficiency, as opposed to increased functionality shall be the sole judgement of DTU.

**8. TERMINATION**

In the event the customer neglects or fails to perform or observe any of its obligations under this Agreement, or if any assignment shall be made of its business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or part of its property, or if it is adjudged a bankrupt, this License Agreement and the License granted hereunder to the CUSTOMER shall immediately terminate.

**9. ASSIGNMENT**

This License Agreement, the License granted hereunder and the LICENSED SOFTWARE may not be assigned, sublicensed or otherwise transferred by the CUSTOMER without prior written consent from DTU.

This License Agreement shall be governed by the Laws of Denmark.

TECHNICAL UNIVERSITY OF DENMARK

CUSTOMER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_