

# License Agreement

between

Eidgenössische Technische Hochschule Zürich (ETH Zürich), represented by

Professor Bernd Gärtner  
Institute of Theoretical Computer Science  
ETH Zürich  
OAT Z15  
Andreasstrasse 5  
CH-8092 Zürich, Switzerland  
(“Licensor”)

and

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.....

(“Licensee”)

where the licensor owns the rights in and to the software *Miniball V3.0* (C++ source code, data files and documentation) provided under [www.inf.ethz.ch/personal/gaertner/miniball.html](http://www.inf.ethz.ch/personal/gaertner/miniball.html), and the licensee requires the right to incorporate this software or portions of it into a proprietary product. The two parties agree as follows.

## 1 License Grant

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## **2 Royalties**

The licensee shall pay the licensor a one-time fee of EUR 500, into the account mentioned on the invoice that is being sent to the licensee. The payment is due within 30 days after signature.

## **3 Warranty and Indemnification**

The licensor confirms that it is not aware of any protective rights that would prevent the licensee from using the software. The software is provided “as is”, without warranties of any kind, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## **4 Liability**

In no event shall the licensor be liable to the licensee for any direct or indirect damages arising out of the use, or the inability to use the software.

## **5 Termination**

The licensor may terminate this license agreement (i) after two months from signature in case the licensee does not pay the royalties set forth in Article 2, or (ii) immediately, if the licensee violates any other terms of this agreement.

## **6 Transfer of Rights**

The licensee shall not transfer to third parties any of its rights and obligations arising from this agreement.

## **7 Modifications**

Any modifications to this agreement shall be valid only in written form, mutually approved by authorized representatives of both parties.

## **8 Severability**

If any provision of this agreement will become invalid or unenforceable, this shall not affect the other parts of this agreement.

## 9 Choice of Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of Switzerland. The venue shall be the courts of Zürich.

### **Licensee.**

City .....Date .....

Name .....

Signature.....

### **Institute of Theoretical Computer Science, ETH Zürich**

Zürich, .....

Name .....

Signature.....