

Draft Commercial Software License Agreement

Between

Sample Corporation
Nowhere Street 1
12345 Sampletown
Sample Country

hereinafter referred to as *CONSIGNEE*, and the

Konrad-Zuse-Zentrum für Informationstechnik (ZIB)
Takustr. 7
14195 Berlin-Dahlem
Germany

hereinafter referred to as *ZIB*.

1. The *ZIB* grants the *CONSIGNEE* a license to use the CodeLib IVP for ODEs codes (consisting of EULEX, DIFEX1, DIFEX2, DIFEXM, KEPLEX, EULSIM, METAN1, LIMEX 4.2A, LIMEX 4.2B, MEXAX, LARKIN), hereinafter referred to as the software.
2. The *CONSIGNEE* accepts from the *ZIB* a non-exclusive, non-transferable and irrevocable license to use the software for an indefinite period. Right of ownership and copyright of the software remain with the *ZIB*. The *CONSIGNEE*, however, has the right to reproduce any amount of copies for internal use and to distribute the compiled software in binary form as part of a larger software product without restriction.
3. The *CONSIGNEE* agrees to pay the *ZIB* as per invoice a single license fee of EUR 1000, plus VAT.
4. The *ZIB* will provide the *CONSIGNEE* with the source code, which includes a suitable documentation.
5. The *ZIB* distributes the software on an "as is" basis, i.e. with no obligation on the part on the *ZIB* to correct possible errors during future usage.
6. The *ZIB* has developed this software to the best of its knowledge and ability, however, does not warrant that this software is error-free. Demands or charges for damages against the *ZIB* are not possible.
7. The *ZIB* accepts no liability for whatever damage resulting from the usage of the software.
8. The *CONSIGNEE* is held responsible to the *ZIB* for all damages arising out of or in connection to the non-compliance of this agreement.

Accepted: *CONSIGNEE*

Accepted: *ZIB*

(Place, Date)

(Place, Date)