

# SINTEF non-commercial software license agreement

## 1 Definitions

This Non-Commercial Software License Agreement (Agreement) is between SINTEF Ocean AS (SINTEF) and the entity or individual entering into this Agreement (User). The software and documentation provided to User (Software) are licensed and not sold.

## 2 Scope

This Agreement describes the licensing of the Software provided to User on a non-commercial basis. If User desires to use the Software on a commercial basis, a commercial-use license must be purchased from SINTEF, separately.

## 3 License

Subject to the other terms of this Agreement, SINTEF grants User a time-limited, free-of-charge, non-exclusive, non-transferable, non-commercial license to use the Software only:

1. In an educational institution environment.
2. In a personal capacity.
3. For non-commercial, evaluation purposes.

SINTEF reserves all rights not expressly granted.

## 4 Restrictions

User is specifically prohibited from:

1. Transferring, assigning, sublicensing, or renting the Software or using it in any type of software service provider or outsourcing environment where the functionality of the Software is provided to a third party.
2. Causing or permitting the reverse engineering, decompiling, disassembly or translation of the Software to discover the source code or create a functional equivalent.
3. Evaluating or using, or facilitating the evaluation or use, of the Software for the purpose of competing with SINTEF.

In addition, the User shall:

1. Acknowledge the use of the Software in all publications benefitting from its use.
2. Offer all further developments or derivatives of the Software to SINTEF without restrictions.

## 5 Proprietary rights and mutual confidentiality

**Proprietary Rights.** The Software, workflow processes, user interface, designs, know-how and other technologies provided by SINTEF as part of the Software remains the proprietary property of SINTEF. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with SINTEF. The Software is protected by applicable copyright and other intellectual property laws. User may not remove any product identification, copyright, trademark or other notice from the Software.

**Mutual Confidentiality.** The recipient (Recipient) may not disclose Confidential Information of the discloser (Discloser) to any third party or use the Confidential Information in violation of this Agreement.

**Confidential Information** means all information that is disclosed to Recipient by Discloser, and includes, among other things:

- All information relating to products or services provided by Discloser, such as software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts.

**Confidential Information** excludes information that:

- Was rightfully in Recipient's possession without any obligation of confidentiality before receipt from Discloser;
- Is or becomes a matter of public knowledge through no fault of Recipient;
- Is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or
- Is independently developed by or for Recipient without use or access to the Confidential Information.

## 6 Disclaimer of warranties

The software is provided as-is. SINTEF disclaims all other express and implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. User understands that the Software may not be error free, and use may be interrupted.

## 7 Limitation of liability

The User is liable for its own use of the software. SINTEF shall have no liability for damages whatsoever. If by law in Users country SINTEF is liable, SINTEF shall not be liable for indirect, special, incidental, or consequential damages (including lost profits or savings) whether based on contract, tort or any other legal theory, even if SINTEF or its licensors have been advised of the possibility of such damages.

## 8 Controlling law

This agreement shall be governed by and construed in accordance with Norwegian laws.

## 9 Other terms

**Entire Agreement.** This document contains the entire Agreement relating to this subject matter and supersedes all prior or contemporaneous agreements, written or oral, between the parties. This Agreement may not be modified except by written document signed by an authorized representative of each party. The terms of this Agreement, including without limitation, the licensing and assignment provisions, shall be binding upon User's heirs, successors in interest and assigns. The provisions of this section shall survive the termination or expiration of this Agreement.

**Enforceability.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

**Survival of Terms and Force Majeure.** All terms that by their nature survive termination or expiration of this Agreement, will survive. Neither party is liable for force majeure events.