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ARTICLE 1 DEFINITIONS

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ARTICLE 2 GRANT OF LICENSE

2.1 Subject to the terms and conditions of this DEMO EULA, SCM grants to you a limited, non-exclusive and non-transferable license to install and use, for internal evaluation purposes only, the Software on any machines within your institute, for evaluation usage by yourself and your direct colleagues. Usage by others is forbidden.

2.2. You guarantee that you will inform your direct colleagues evaluating the Software of the applicability of this DEMO EULA and you acknowledge that you will be responsible for their acceptance thereof.

2.3 You guarantee that neither you, nor your direct colleagues, have made use of a free evaluation of the same major release of Software during the past 12 months.

ARTICLE 3 DELIVERY

3.1 The Software and a demo license file will be made available to you electronically after SCM has received your acceptance of this DEMO EULA. You may not share the demo license file with any third party.

ARTICLE 4 RESTRICTIONS

4.1 This DEMO EULA grants you the right to use the Software for internal evaluation purposes only. Using Software for consulting services or research purposes is explicitly forbidden.

4.2 You may not sublicense, rent, create derivative works based on the Software or otherwise exploit the Software other than for your internal evaluation purposes.

4.3 Without consent from SCM you may not transfer or assign the license or your rights and obligations under this DEMO EULA in whole or in part, to another party.

4.4 You may not: (i) decompile, reverse engineer, disassemble, translate or adapt the Software nor may you attempt to create the source code from the object code of the Software unless explicitly permitted by applicable and mandatory law; (ii) decrypt the Software unless decryption is a necessary part of the operation of the Software; (iii) attempt in any way to circumvent the license checking mechanisms; (iv) incorporate, or let others incorporate, the Software, in part or in whole, into any other program.

4.5 The source code of the Software shall not be made available to You unless specifically agreed upon.

4.6 You are not allowed to publish results obtained with the Software during the evaluation period in the scientific literature, unless you purchase a license for Software immediately after the evaluation period.

4.7 The Software will never be used to aid (directly or indirectly) in the study, development, or production of nuclear, chemical, biological, or other weapons of mass destruction.

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5.1 You acknowledge and agree that the title to and ownership of the Software and the intellectual property rights associated therewith are and remain the sole and exclusive property of SCM and its licensors. You only obtain a license to use Software for the agreed period of time. You therefore have no right, title or interest in or to the Software and the intellectual property rights associated therewith.

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6.1 The license will be effective until 30 days after your acceptance of the DEMO EULA. This DEMO EULA will control any extension or renewal of the license term that SCM and You may agree upon.

6.2 SCM may immediately terminate this DEMO EULA if you fail to comply with any term therein.

6.3 Upon termination or expiration of this DEMO EULA (a) all rights and licenses granted to you under this DEMO EULA with respect to the Software, the source code and Documentation will terminate, and (b) you shall destroy all copies of the Software, source codes and Documentation in your possession.

6.4 All provisions relating to confidentiality and ownership shall survive the termination of this DEMO EULA.

ARTICLE 7 CONFIDENTIALITY

You shall keep any information contained in or relating to the Software in strict confidence. Information will be provided to your direct colleagues and consultants on a "need-to-know" basis only, and only to those employees and consultants who have agreed to maintain the confidentiality thereof. This provision shall survive to expiration of this Agreement.

ARTICLE 8 DISCLAIMER OF WARRANTIES

8.1 You expressly acknowledge and agree that use of the Software is at your sole risk. The Software, source code and related Documentation are provided "AS IS", without warranty of any kind. SCM does not, either expressed, implied or statutory, make any warranties, claims or representations with respect to the Software, including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for use or a particular purpose, unless explicitly stated otherwise in this DEMO EULA. SCM further does not represent or warrant that the Software will always function uninterrupted or error-free. No oral or written information or advice given by SCM or by any of its representatives, agents or resellers shall create a warranty.

8.2 As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to you.

ARTICLE 9 LIMITATION OF LIABILITY

9.1 SCM will only be liable in the event of gross negligence or intentional act of SCM, its directors, employees, agents or resellers, causing the loss or damage. In such event, SCM will only be liable for the direct damages, strictly meaning (i) the reasonable costs made to have the SCM's performance meet with its obligations under this DEMO EULA; and (ii) the reasonable costs to be made in order to prevent or to limit the damages caused; and (iii) the reasonable costs to determine the liability and the nature and scope of the damages; and (iv) the reasonable costs to be made in order to seek for any remedy out of court. In no event shall SCM be liable for any indirect damages. The total damages shall not, however, in any case exceed the amount paid by you for the Software.

9.2 In all other events SCM shall not be liable for any loss, damage, injury (including, to the full extent permitted by law and no further, personal injury or death), demand or expense, direct or indirect, resulting from any act or omission that can be contributed to SCM, its directors, employees, agents or resellers, or any other cause and

arising out of or in connection with the use of the Software even if SCM, its directors, employees, agents or resellers, has been advised of the possibility of such damages, arising out of the use, misuse or inability to use the Software.

ARTICLE 10 THIRD PARTY SOFTWARE

You acknowledge and agree that the Software contains Third Party Software. Any such Third Party Software falls under the scope of this DEMO EULA. Title and ownership of Third Party Software and the intellectual property rights associated therewith are and remain the sole and exclusively property of the respective third party. Terms and conditions of third parties may apply to Third Party Software, as well as to free software and/or open source software embedded in and/or distributed together with the Software. You acknowledge and guarantee that you agree with such terms and conditions. You fully indemnify and hold SCM harmless against any and all claims by third parties based on the allegation that any activities performed by you in relation to the Third Party Software, free software and/or open source software embedded in and/or distributed together with the Software, are in any way unlawful. This includes, without limitation, any activities that are in violation of the applicable terms and conditions or constitute an infringement of intellectual property rights.

ARTICLE 11 EXPORT RESTRICTIONS

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ARTICLE 12 MISCELLANEOUS

12.1 If any term or provision of this DEMO EULA shall be found to be illegal or unenforceable, then, notwithstanding that term, all other terms of this DEMO EULA will remain in full force and effect and parties shall substitute for the affected term or provision an enforceable term or provision which approximates the intent and economic effect of the affected provision.

12.2 The failure by SCM to exercise any right hereunder shall not operate as a waiver of SCM's rights to exercise such right or any other right in the future.

12.3 The laws of The Netherlands will govern this DEMO EULA in all respects. The Amsterdam District Court will adjudicate all disputes arising in connection with this DEMO EULA. You acknowledge and agree that this clause will supersede any conflicting standard clauses, terms, or similar rules that you may otherwise apply in agreements.

12.4 This DEMO EULA replaces any earlier DEMO EULA you may have signed with SCM.

12.5 Unless you explicitly notify us otherwise, you hereby implicitly allow us to share information, including your contact data, that you send to SCM by E-mail or via one or more web forms, with (usually one) authorized ADF reseller in your country, for further follow-up related to ADF.

12.6 By choosing "I accept" below you accept the terms and conditions of this DEMO EULA.