
Evaluation-License Tensegrity Software

1. Preface

TENSEGRITY develops and distributes software components (COMPONENTS) for the purpose of modelling and visualizing business data. The COMPONENTS enable the user to display and edit data, which has been provided by other software tools, using hierarchical, tree and process representations in graphical form using layout algorithms for the arrangement.

For the purpose of evaluation only, TENSEGRITY grants the INTERESTED PARTY a limited license within the EVALUATION PERIOD, which is based on exclusively on the following terms:

2. Definitions

INTERESTED PARTY – is the person, company or institution, which receives the DEVELOPMENT VERSION of a COMPONENT for the use in a COMBINED APPLICATION only for evaluation purposes and only for the evaluation period.

EVALUATION PERIOD – is the time period available for the INTERESTED PARTY to evaluate the COMPONENT. This period lasts 30 days and begins with the registration for the download of the COMPONENT. After this period the EVALUATION license expires and the use of the COMPONENT is prohibited.

COMPONENT – are all parts of the Graph Framework Software Library

COMBINED APPLICATION – defines the use of the COMPONENT within the RUNTIME VERSION of an application of the INTERESTED PARTY.

DEVELOPER SEAT – defines the work place of the installation, integration or implementation of the COMPONENT. On this place the SOURCE CODE of the COMBINED APPLICATION is developed and compiled into OBJECT CODE.

DEVELOPER VERSION – defines the COMPONENT in the deployment status received through the download by the INTERESTED PARTY from Tensegrity.

RUNTIME VERSION – defines the COMPONENT in its use within a COMBINED APPLICATION (eventually after additional development by the INTERESTED PARTY).

OBJECT CODE – is being generated by the Java Compiler from the SOURCE CODE. The OBJECT CODE can be interpreted and executed by the Java Virtual Machine (JVM).

LICENSE FILE – The license file is a file, which is delivered by Tensegrity and which is validated by calls out of the COMPONENT.

3. Scope of the Evaluation License

The INTERESTED PARTY receives one copy of the DEVELOPER VERSION of the COMPONENT in OBJECT CODE including documentation by downloading it from the Tensegrity website. The rights of use of the INTERESTED PARTY of the COMPONENT acquired this way are as follows.

(1) TENSEGRITY grants the INTERESTED PARTY a to the EVALUATION PERIOD limited, non exclusive and non-transferable right of use of the DEVELOPMENT VERSION of the COMPONENT and its documentation.

This right of use has the following limitations:

(a) The INTERESTED PARTY may use the DEVELOPMENT VERSION of the COMPONENT only for test purposes and only during the EVALUATION PERIOD and only on one (1) DEVELOPER SEAT. A usage for other purposes or on more than one DEVELOPER SEAT is strictly prohibited.

(b) The DEVELOPMENT VERSION shall not be made available to other persons in any way. The transfer of any usage right covered by this license to another person is excluded. It is especially prohibited to make the COMPONENT or the documentation available to another person, company or institution in a way that allows him to use the COMPONENT for software development purposes.

(c) The INTERESTED PARTY may not make copies of the DEVELOPMENT VERSION or the COMPONENT. It is explicitly prohibited to decompile or disassemble the COMPONENT.

(2) The INTERESTED PARTY is not entitled to grant any right with respect to the COMPONENT or a COMBINED APPLICATION to another person, company or institution.

(3) The documentation may only be used for evaluation purposes. It is not allowed to create copies of the documentation or to grant access to other persons.

(4) Any remark or label on or within any piece of the COMPONENT or documentation may not be removed or changed.

4. Other

(1) If a court finds any provision of this Agreement invalid or unenforceable, this shall not affect any other provision of this Agreement. Both parties will then contribute to an equivalent provision.

(2) The Jurisdiction of the Federal Republic of Germany applies.