

## Software License Agreement for Academic/Nonprofit Use

This is a legal software license agreement (“SLA”) between You and think-cell Software GmbH (“think-cell”) for use of this think-cell software product (“Software”). “You” refers to the individual who registered with think-cell for academic/nonprofit use of the Software or, if the Software is being licensed on behalf of an entity by an individual authorized to register with think-cell for academic/nonprofit use of the Software on behalf of such entity, then “You” refers to such entity.

### 1. Introduction

- (1) think-cell has developed certain Software which allows its customers to create and alter visual presentations in Microsoft PowerPoint. The Software includes: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.
- (2) The Software is owned by think-cell, and is copyrighted and licensed under the SLA, not sold.
- (3) The SLA is only offered by think-cell to a limited class of academic and nonprofit organizations, which are defined in the sole and exclusive final determination of think-cell as degree-granting accredited colleges and universities together with their affiliated graduate schools and affiliated non-commercial research institutions, operating under one administrative/admissions department, or other legal entities recognized as nonprofit organizations in the countries where they operate. think-cell reserves the right to decide on a case-by-case basis whether or not the particular organization qualifies for licensing under the SLA.

### 2. Right and License to Use

- (1) Under the SLA the Software shall only be used for an educational or non-commercial purpose. If You desire to license the Software for a commercial purpose or other purpose not permitted under the scope of the SLA, You must enter into a separate license agreement with think-cell and pay all applicable license fees before engaging in such use.
- (2) During the term of the SLA, pursuant to Section 3 (Term and Termination), below, think-cell hereby grants a non-exclusive, non-transferable, terminable right and license to use the Software on the limited basis set forth in the SLA. All right, title and interest in and to the Software and any enhancements or updates remain with think-cell. The right and license to use the Software is enforced by the provision of a license key (“Key”) that expires on the end of the term of the SLA.
- (3) Under the SLA You may use the Software up to the level of use specified in the SLA, and make and install copies, including a backup copy, to support such use. The terms of the SLA apply to each copy made. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Software.
- (4) You may not 1) use, copy, modify, or distribute the Software except as provided in the SLA; 2) reverse assemble, reverse compile, or otherwise translate the Software except as specifically permitted by law without the possibility of contractual waiver; 3) sell, sublicense, rent, lease or host the Software; or 4) provide graphics services using the Software.
- (5) You will ensure that anyone who uses the Software (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of the SLA. You will protect Your Key against use by unauthorized third parties. If You receive a request to furnish all or any portion of the Software to any third party not eligible for using the Software under the SLA – in particular from individuals or organizations formerly related to You – You will not fulfill such a request and will refer it in writing to think-cell.
- (6) The Software is protected by applicable copyright laws and international treaty provisions. The right and license to use the Software will expire at the termination of the SLA, pursuant to Section 3 (Term and Termination), below; and You must then destroy all copies of the Software licensed under the SLA.

### 3. Term and Termination

- (1) The term of the SLA corresponds to the validity of the Key issued. The SLA may be continued by issuing a new Key.
- (2) think-cell may terminate the SLA, without prejudice to any other rights or remedies, at any time without prior written notice to You in the event that You engage in, or participate with any third party in, the unauthorized manufacture, duplication, distribution or use of the Software or otherwise infringes any other intellectual property right of think-cell.

### 4. Installation, Support and Updates

- (1) The Software and Key is delivered to You electronically and is installed by You.
- (2) During the term of the SLA, pursuant to Section 3 (Term and Termination), above, think-cell hereby grants You the right to receive free written support regarding the Software. Support requests can be mailed to think-cell by postal mail, facsimile, or electronic mail. Support is only available for the latest version of the Software.
- (3) During the term of the SLA, pursuant to Section 3 (Term and Termination), above, think-cell hereby grants You the right to receive free new versions of the Software (“Updates”). New versions of the Software are delivered to You electronically.

- (4) You agree that the Software automatically sends error reports to think-cell to support the improvement of the Software.
- (5) You agree that the Software automatically downloads available Updates and offers to install them.

#### **5. Acknowledgement and Publicity**

- (1) Any publication or presentation to which use of the Software under the SLA materially contributed shall either describe the contribution made by the Software or note that the work was supported, in part, by a grant from think-cell.
- (2) You grant to think-cell the right to include Your name and logo in the list of users of the Software, published on think-cell's corporate web-site and in marketing and public relations material and texts associated with the Software.
- (3) You will maintain a link from a prominent part of Your web-site to think-cell's corporate web-site, either referring to the Software itself as an offer to Your academic staff and students or to think-cell as a sponsor of Your nonprofit work.

#### **6. Warranty, Liability and Remedy Limitations**

- (1) The Software is provided "as is" and "as available". Subject to any statutory warranties which can not be excluded, think-cell makes no warranties or conditions either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement, regarding the Software or support. You assume responsibility for the selection of the Software to achieve intended results and for the installation, use and results obtained from the Software. think-cell does not warrant that the functions contained in the Software will meet Your requirements, or that the operation of the Software will be uninterrupted or error-free. Further, there is no warranty of title, enjoyment, or lack of infringement.
- (2) Under no circumstances will think-cell, its software developers and suppliers be liable for any loss of use, interruption of business, or any direct, indirect, special, incidental, and/or consequential damages of any kind, including loss of, or damage to, data; lost profits, business, revenue, goodwill, or anticipated savings, even if informed of their possibility. You assume the entire risk as to the quality and performance of the Software. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You in full, but shall be interpreted to apply to the maximum extent permissible under applicable law.

#### **7. Entire Agreement and Modifications**

- (1) The SLA constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the parties.
- (2) The SLA may not be modified or amended by You, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized representatives of both parties.
- (3) think-cell reserves the right to change or modify any of the terms and conditions contained in the SLA. think-cell will give written notice to You of any such changes. In the event of a change in Your disfavor, You shall have the option to terminate the SLA in accordance with the procedures set forth in Section 3 (Term and Termination), above. By continuing to use the Software following think-cell's notice of change, You accept the changes and agree to be bound by such changes.

#### **8. Governing Law and Attorneys' Fees**

The validity and interpretation of the SLA and the rights and obligations of the parties hereunder shall be governed by the law of the Federal Republic of Germany and adjudicated exclusively by the courts located in Berlin, Germany. In any action or suit to enforce any right or remedy under the SLA or to interpret any provision of the SLA, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.

#### **9. Severability and Survival**

In the event that any provision is found invalid or unenforceable pursuant to judicial decree or decision, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of the SLA shall remain valid and enforceable according to its terms. The provisions of Sections 1, 2(4-6) and 6 through 9 shall survive the expiration or termination of the SLA.

By the following signature You agree to the above-mentioned provisions.

\_\_\_\_\_  
Date of execution

\_\_\_\_\_  
Your signature, position and seal