

**LICENCE AGREEMENT  
FOR PRIVATE RESEARCHERS**

between

*(only private researchers, only for private research beyond their activities for their research institution/University. The research institution/University does not get a license! Please add your private name)*

*(please add your private address).*

- hereinafter: "licensee" -

and

Prof. Dr. Gabriele Sadowski, Im Siepen 32c, 58313 Herdecke, Germany

-hereinafter: „Prof. Sadowski“

and

the **Technische Universität Dortmund**,  
August-Schmidt-Str. 4, 44227 Dortmund, Germany,  
-represented by the Rector-

- hereinafter: "TU DORTMUND" -

TU DORTMUND und Prof. Sadowski hereinafter referred to as "licensors"

The licensors are owners of the software "**ePC-SAFT 1.0**". Within the scope of this Agreement licensors grant licensee the following license to the software:

1. Subject of the License is the software **ePC-SAFT 1.0**, which predicts the component generic activity coefficients in a mixture of upto 15 components at temperatures between 20°C and 40°C and ambient pressure using the ePC-SAFT equation of state. Available components are water, methanol, ethanol, several amino acids, sugars, pharmaceuticals, and some inorganic ions. (hereinafter "software").

The licensors hereby grant the licensee a non-exclusive license to the software. This license is free of charge and restricted to the non-commercial use in academic research and teaching. The licensors shall provide the software to licensee per e-mail after signing this Agreement.

This license does not comprise further developments of the software by the licensors. Licensee is not entitled to advance, modify or copy the software or its source code or to put it open-source. Licensee is not entitled to grant sub-licenses or to pass this concrete license on to third parties.

The licensors are not obligated to supply the licensee with a user guide for the software, to install the software and/or to support the licensee in the use of the software.

2. In case licensee publishes results or findings, generated using the software, licensee shall refer to the use and the owners of the software in the publication explicitly.

3. The licensors do not represent or warrant, nor do they assume any liability for the technical feasibility, technical utility, academic usability and/or for consequential damage caused by the software or that no third party rights exist which might prevent the use of the license or that no third party rights would be infringed by said use.

The licensee uses the software for the calculation of activity coefficients as an Excel add-in. Thus, to the best knowledge of the licensors the contractual use of the software will not cause damages indebted by the licensors. But they also have the common understanding that it is not possible to generate a software which does not evoke serial interfaces. The licensors shall not be liable for any possible defects of the software as a manufacturer might be under a theory of products liability. Licensee shall indemnify and hold licensors harmless against any third party claim relating to the software.

The liability limitations are only applicable if the licensors do not cause the damages with intent or gross negligence or if the damage is not the violation of body, life and health. In case of simple / normal violation of an obligation, that is essential for the achievement of the purpose of this Agreement (cardinal obligation), the licensors 's liability is limited to the damage, that is foreseeable and typical in the frame of this Agreement. An advanced liability does not take place.

4. This Agreement shall enter into effect on the date the last party signs this Agreement and is not time-limited. The licensors may terminate this Agreement by giving three month written notice to the licensee before the expiration of a calender year. Additionally, each party may terminate this Agreement for good cause. Article 3 shall survive the expiration of this Agreement. In case of termination licensee shall, upon the licensors' demand, extinguish the software from all its data carriers and computers. Licensee shall return the licensors all documents and data received from them under this Agreement as well as any copies made thereof.
5. To the extent a provision or section of this Agreement is invalid, unenforceable, void or contains a gap, whether in whole or in part, the remaining provisions or sections of this Agreement shall remain unaffected thereby. The provision or section which is invalid, unenforceable, void, or contains a gap shall be deemed to be replaced by a provision which has the closest result that the parties were attempting to achieve by the invalid or unenforceable provision. A party may only assign its rights and duties unter this Agreement with the prior written consent of the other party. Changes and amendments of this Agreement require the written form, unless a stricter form is required by law. This also applies to the change or amendment of this provision.
6. The County Court of Dortmund in Germany shall have exclusive jurisdiction for all disputes arising out or in connection with this Agreement. This Agreement shall be governed by the laws of the Federal Republic of Germany excluding its rules on conflicts of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Dortmund, dated \_\_\_\_\_

, dated

TU DORTMUND  
For the Rector  
On behalf of the Chancellor

\_\_\_\_\_

Andrea Bartkowski

(signature of the private Researcher)

Herdecke, dated \_\_\_\_\_

\_\_\_\_\_  
Prof. Dr. Gabriele Sadowski