

Extended Licensing Agreement for University Partners of ARCWAY

Between

ARCWAY AG
Alt-Moabit 90b
D-10559 Berlin

- ARCWAY -

and

- university partner -

The following licensing provisions are agreed upon and shall be binding between ARCWAY and the university partner:

The university partner intends to use the software ARCWAY COCKPIT for research and teaching purposes and to provide the opportunity for their students to gain practical experiences with ARCWAY COCKPIT during their studies.

For this purpose ARCWAY provides the university partner with an ARCWAY COCKPIT Enterprise Edition Version 2 including one server and up to 50 concurrent clients. In order to guarantee the adequate application of the software and evaluation of the scope of services, ARCWAY is allowed to present the business company ARCWAY as well as the software ARCWAY COCKPIT to the chair and to the students within the framework of a lecture prior to providing the software. In agreement between the university partner and ARCWAY this presentation can be repeated at reasonable intervals (e.g. in each semester where ARCWAY COCKPIT is applied).

The provided ARCWAY COCKPIT Enterprise Edition is licensed only for the use in research and teaching. The use of ARCWAY COCKPIT for the modeling of the internal IT landscape of the university as well as the use of internal projects and research projects with industry partners is

comprised. The university partner is obliged to inform ARCWAY by means of an abridged report about the projects carried out with ARCWAY COCKPIT. ARCWAY reserves the right to refer to the collaboration with the university in marketing materials (e.g. website) and to name the university.

For the use of COCKPIT within the framework of this extended licensing agreement any liability of ARCWAY AG is excluded.

The ARCWAY COCKPIT Enterprise Edition is installed on computers of the university, particularly on computers of the chair and on student computers installed in the premises of the university partner. Not included in this Extended Licensing Agreement are installations on private computers as well as computers of students and industry partners.

Students can obtain special student licenses. These licenses are to be allocated via the university partner. For this purpose, the university partner is provided with several COCKPIT installation CDs of the ARCWAY COCKPIT Standalone Edition within the framework of this agreement. After a student will have filled in the form for student licenses and will have added a valid student certificate, the university partner is entitled to submit the installation CDs on loan to the student for an installation on his private computer (attached find the currently valid form for student licenses). After the filled in and signed form will have been forwarded to ARCWAY, this student license can be activated for a period of six months. ARCWAY reserves its unrestricted right to reject the activation of student licenses at any time and for any or no reason.

In addition to the foregoing, the university partner agrees that ARCWAY AG's general terms of conditions regarding for the licensing of software in the respectively valid version are binding.

Place, Date

Signature University Partner

Place, Date

Signature ARCWAY