End user license agreement (EULA) for the software *flox-GPU*

8.11.2016

1. Who does this agreement apply to?

This agreement applies to the licensees of the software *flox-GPU* and the licensor providing the software (Ingenieure Bart AG).

2. What is contained in the software product?

The software *flox-GPU* is composed of the executable file, documentations and a hardware dongle combined with a license. Not included in the software is the source code and the entitlement to add additional features to the software. Not included is the hardware (personal computer with NVIDIA® GPU or compatible) and software (Windows © operating system) required to make use of the software. Minimum hardware requirements are listed on the website : www.flox-gpu.ch

3. Scope of license for *flox-GPU*

A license for usage of *flox-GPU* is granted by the licensor for the purchased time span. After this time span, the licensee must no longer use the software, except the demo-mode for non-commercial purposes.

The licensee may use the Software:
- according to the intended purposes of the Software (2D hydraulic modelling, natural hazard modelling, hydrological modelling, dimensioning in civil engineering, pre- and postprocessing of modelling results and similar application fields).
- for commercial and non-commercial purposes.

The generation of essential temporary backups is allowed. Modifications of the dongle or changes of the license are not allowed and must be granted in written form by the licensor.

4. Distribution of Software to sub licensees

The licensee may transfer this software in its original form to sub licensees. Sub licensees have to agree to all terms and conditions of this Agreement. It is prohibited to impose any further restrictions on the sub licensees' exercise of the rights granted herein.

5. Intellectual property and other rights

The licensee obtains all rights granted in 3. and retains all rights to modelling results from the use of the Software. Ownership, intellectual property rights, and all other rights in and to the Software, remain with the licensor.

6. Maintenance, support and software updates

The licensor grants support for the software in case of bugs or general information regarding the use of the software as well as guidance for the setup of a productive hardware environment (more details on support is given on the website www.flox-gpu.ch). Project specific support and help in general hydraulic modelling questions, are not part oft this license and are subject to seperate support contracts.

Upgrades or new releases of *flox-GPU* are published on our website and are provided for all users of the software.

7. Warranty

The licensor does not make any warranty concerning the:
- fitness of the software for a particular purpose
- accuracy of results, or the quality and performance of the software
- noninfringement of intellectual property rights of third parties

8. Liability

The licensor disclaims all liabilities. The licensor shall not have any liability for any direct or indirect damage except for the provisions of the applicable law (article 100 OR [Schweizerisches Obligationenrecht]).

9. Termination

This agreement ends automatically with the end of the purchased time span of the *flox-GPU* license. This agreement may be terminated by the licensor or licensee at any time, in case of a fundamental breach of the provisions of this agreement. Not making use of the software within the time span of the license, grants no rights for refunds or an extension of the license.

10. No implied grant of rights

The parties shall not infer from this agreement any other rights, including licenses, than those that are explicitly stated herein.

11. Severability

If any provisions of this agreement should become invalid or unenforceable, this shall not affect the other provisions of this agreement. These shall remain in effect, provided that parties intent is preserved. The parties will in good faith negotiate substitute provisions to replace invalid or unenforceable provisions which reflect the original intentions of the parties as closely as possible and maintain the economic balance between the parties.

12. Applicable law

This agreement as well as any and all matters arising out of it shall exclusively be governed by and interpreted in accordance with the laws of Switzerland.

13. Jurisdiction

If any dispute, controversy or difference arises between the parties in connection with this agreement, the parties shall first attempt to settle it amicably. Should settlement not be achieved, the courts of St.Gallen shall have exclusive jurisdiction.