

**EXAMPLE**

**SHARED RESOURCES AGREEMENT**

Image Science Software GmbH

Gillweg 3  
D-14193 Berlin, Germany

- hereinafter called ImSc -

and

my\_name  
my\_department  
my\_university  
my\_city

- hereinafter called Customer -

accept the following Shared Resources Agreement:

**NOTE:** OPERATING THE LICENSED SOFTWARE OR PAYING THE INVOICE FOR SHARED RESOURCES INDICATES ACCEPTANCE OF THE SHARED RESOURCES AGREEMENT, INCLUDING ANY LICENCE AND THE TERMS AND CONDITIONS OF ImSc.

## **1. Purpose**

This Agreement conveys licence to operate the IMAGIC image processing package within the Customer's research group.. It also ensures maintenance of IMAGIC, error corrections, and user support.

## **2. Introduction**

The licensed modules for which this Agreement is in force are listed in the Appendix.

The Appendix is part of this Agreement.

## **3. Limitations and Cancellation**

The start-up and termination dates of this Agreement are listed in the Appendix. Unless otherwise agreed, the Agreement will be extended for an additional year, if the Agreement has not been cancelled by a 3 month written notice, to become effective at the termination date. If no termination date is specified, the Agreement is unlimited and can be cancelled by giving a 3 month written notice.

## **4. Requirements**

In case of Software debugging according to paragraph 5.2 the Customer is obliged to guarantee ImSc free access to the computer for which IMAGIC is licensed. If necessary, internet access must be made available to ImSc.

## **5. Objectives**

### **5.1. Software Licence for IMAGIC**

After the Customer has paid the Shared Resources fee, ImSc grants the Customer a personal, non-transferable and non-exclusive right ("licence") to use and store the IMAGIC software and program modules, which are described in the Appendix on the computer(s) or workstation(s), which are also listed in the Appendix.

### **5.2 Maintenance**

ImSc guarantees adequate correction of software errors if these errors substantially disturb the correct functioning of IMAGIC. "Adequate correction" means that ImSc will change the software in a way that is not a commercially unreasonable demand. Errors must be sufficiently described and sent to ImSc in written form.

To correct errors ImSc has the right to use, free of charge, the Customer's workstation(s), which are listed in the Appendix.

Error correction and software maintenance is possible only for modules supported by ImSc.

### **5.3 Updates**

ImSc will update the IMAGIC modules, which are described in the Appendix by installing new or corrected program versions. ImSc guarantees at least one update per year.

### **5.4. User Support**

ImSc guarantees the Customer user support in operating IMAGIC for an adequate quantity and amount of time if ImSc is able to give this support in a way that is not a commercially unreasonable demand. In the same way ImSc will help the Customer to purchase computer hardware and workstations if this assistance will benefit the performance of IMAGIC.

If the Customer wants ImSc to change parts of IMAGIC in order to enhance the Customer's use of the IMAGIC image processing system, ImSc will try but cannot be obliged to include these changes.

Error correction and software maintenance is possible only for modules supported by ImSc.

ImSc guarantees the Customer free access to the ImSc web pages to download manuals.

### **5.5. Inquiries**

Inquiries and requests for assistance are usually made by electronic mail (e-mail) and, exceptionally, in urgent cases by phone.

## **6. Limited Warranty**

ImSc does not guarantee the contents of the software. The software is always delivered "as is" and without warranty as to the performance or results the Customer may obtain by using it. The Customer agrees that the software may not be error free. The entire risk as to the performance and results of the software is assumed by the Customer.

Errors in IMAGIC are corrected according to paragraph 5.2. If ImSc cannot correct an error, ImSc will, within three weeks, present a method in order to bypass the error. It is also possible that ImSc will install a new program version rather than correct an existing version.

Travel costs incurred during software maintenance are paid by ImSc. If a problem is not due to an error by IMAGIC, the cost of the error correction must be paid by the Customer according to the actual price list of ImSc.

If the original code was changed by the Customer or a third party without ImSc's permission, ImSc disclaims all warranties and the programs and/or modules are no longer part of this Agreement.

## **7. Proprietary Rights**

All parts of the IMAGIC package, including updates and backups, are the property of ImSc. After termination of the license all parts of IMAGIC, including updates and backups, must be deleted and/or destroyed. Exceptions are the Customer's own programs that have been developed according to paragraph 2.7 of the Terms and Conditions of Purchase of ImSc if these programs are not duplications or copies of IMAGIC programs.

## **8. Other Regulations**

Responsibility of ImSc is limited to the responsibilities explicitly listed in this Agreement and in the Terms and Conditions of Purchase of ImSc.

The Customer is obliged to keep strictly secret all information, which the Customer receives from this Agreement.

## **9. Shared Resources Fees**

The fees are specified in the Appendix. ImSc can claim changes by giving a 3 month written notice of such intention. Within the first year of this Agreement the fees cannot be changed.

The fees must be paid in full two weeks after receipt of the account. Prices do not include costs of packing, transportation, duties and/or tax.

## **10. Place of Jurisdiction**

The laws of the Federal Republic of Germany shall govern this Agreement. The exclusive place of jurisdiction at which all disputes between the two parties is to be instituted shall be Berlin.

## **11. Terms and Conditions of Purchase**

The Terms and Conditions of Purchase of ImSc are part of this Agreement.

**APPENDIX TO THE  
SHARED RESOURCES  
AGREEMENT**

- (1) The licensed software package consists of the following software modules:

IMAGIC EM Package

with modules    BASIC  
                  EM  
                  MSA  
                  THREED and ANGREC

- (2) The software as specified in (1) is licensed for  
the **Dr XXX** research group

- (3) Beginning of the Shared Resources Agreement:

**dd.mm.yyyy**

Automatic extension of the Shared Resources Agreement is in effect. The Customer can stop an automatic extension of the Shared Resources Agreement by a written request to ImSc.

- (3) Workstation / computer for which the software is licensed:

Workstations:        <**my\_workstation**>

Operating systems: <**my\_os**>

Operating the software package on other than the specified workstation is allowed if the software version is deleted on the "old" workstation.

- (4) Price per year:

**8 250 Euro**

- (5) Operating the licensed software or paying the invoice indicates acceptance of the Terms and Conditions of Image Science.