

# KISSsoft AG – Agreement with Universities

## 1. Content

This is an agreement between

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Name of University

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Name of Institute/Department

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Contact person, phone no., e-mail

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Street

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ZIP Code, town, country

hereafter referred to as “University”, and the company

### **KISSsoft AG**

A Gleason Company  
Rosengartenstrasse 4  
8608 Bubikon  
Switzerland,

hereafter referred to as “KISSsoft AG”.

This agreement describes the conditions under which the University shall be allowed to use the software developed by KISSsoft AG. Additional paragraphs may be formulated as necessary.

## 2. Pertained Products

This agreement outlines the terms of use of the calculation program “KISSsoft” (hereafter referred to as “Software”), which is developed and sold by KISSsoft AG. Additional products which are not included directly in the software with this contract, are not automatically included, but can be added or removed without obligation or explanation.

This agreement shall also pertain to the additional product “KISSsys,” which is developed and sold by KISSsoft.

### 3. Free Licenses and Updates

a) Free Licenses

The University obtains the not for sale or transfer right, to operate an installation of the software with a Floating-Licenses with unlimited number of concurrent accesses according to the conditions mentioned in the License agreement.

b) Single user licenses can be requested under the same conditions. They will be activated on a specific computer (node locked). KISSsoft AG reserves the right to limit the number of single user licenses to a reasonable amount, as long as the support of teaching is assured.

c) A License includes nearly all the calculation methods of the software in their entirety. The University shall be allowed to make use of the software at no cost.

d) Free Updates

The University shall receive as free updates all the new versions of the software that are released while this agreement is valid. The installation and the operation of the software remains the sole responsibility of the University.

### 4. Student Version

Registered students can get a student's license of the software through the University for free. It is a single user license activated on one specific computer and limited to 360 days. The necessary administration has to be done by the University: it has to gather the total number of student licenses required and communicate it to KISSsoft AG who then sends the licenses to the University. The University will forward the licenses to the students.

If for any reason a student's license has to be activated again, a new license has to be acquired. There is no right to hotline support for students. The University has to name a contact person for the students, who will serve as their first advice point.

### 5. Reservation in the case of Third Party Donors

Students of the university are allowed to use KISSsoft software in joint projects with industry or some other commercial society under the condition to communicate name and address of that society and the projects content and terms to KISSsoft AG.

The university staff role in these projects is limited to supervision and examination of these works.

If the university does contract research with some company using KISSsoft, the university has to get written permission from KISSsoft AG on a case by case basis. The request for permission has to include a description of the project and a list of the project partners.

KISSsoft will then decide within 20 working days to what extent the software may be used in the project. A possible condition for the use of the software could be that the results of the project must be communicated to KISSsoft AG.

There is no obligation to justify the decision made by KISSsoft AG and the decision is not contestable. Violations of § 5 can provoke the immediate cancellation of this agreement.

### 6. Term and Cancellation of the Agreement

This agreement is valid from the time it is signed and is valid for 12 months. The agreement may be terminated by both parties any time with three months' notice. This agreement shall be extended automatically at the end of this period not cancelled with a full three months period of notice prior to desired date of termination.

## 7. Applicable law, legal domicile

The content of this agreement is under the law of Switzerland. The legal domicile for trials resulting from this agreement is Zurich.

## 8. Salvatoric Clause

Should a regulation of this agreement be or become invalid through valid legislation, this shall not affect the rest of the agreement. The parties shall undertake in such a case to replace the invalid regulation by the valid regulation, keeping as close as possible to the meaning of the first regulation. Also any eventual or existing gaps in the agreement shall be closed with good will from both sides in the spirit of the agreement.

## 9. Data Protection

I accept the [data protection regulations](#) of the KISSsoft company and agree to the use of the data entered in the contact form for answers to the inquiry or for getting in touch.

KISSsoft AG stores and uses the given e-mail address to send messages informing about KISSsoft-relevant topics. Should a link lead you to the KISSsoft website, you also give us permission to process and use your IP address as well as geo data, web beacons or similar technologies. We process and use the data collected, because you registered yourself for a training. You can object to the processing and use of your e-mail address and the evaluation within the scope at any time by contacting us. The data will then be deleted.

KISSsoft AG  
Bubikon,

University

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Town, date

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(Legally valid signature)