

Please sign on p. 3, fill in your coordinates on pp. 1+4 and fax this agreement back to +49/7545/911240

Thank you.

BSSE Autopilot

The Platform for Automated Testing and Operation of GUIs

Software Evaluation License Agreement (AutoPilot Demo Version)

The AutoPilot software is Copyright © 2000 - 2004 Dr. Rainer Gerlich System and Software Engineering BSSE, Germany. All rights reserved.

This Agreement is made between “Dr. Rainer Gerlich BSSE System and Software Engineering” (hereinafter referred to as “BSSE”), an individual company according to German law, located at “Auf dem Ruhbuehl 181, 88090 Immenstaad, Germany”

and

having its principal offices located at ,
hereinafter referred to as “EVALUATOR”

WHEREAS BSSE has developed and has the right to license the **AutoPilot** software and documentation,
and

WHEREAS EVALUATOR is interested to evaluate the AutoPilot for the sole purpose(s) of

Purchase Other: specify _____

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. GRANT OF LICENSE; USE RESTRICTIONS

BSSE grants to you a personal, non-transferable, and nonexclusive right to use AutoPilot, solely for demonstration purposes. You agree that you shall not reverse compile and disassemble AutoPilot software except for reasons justified by interoperability and bug identification but limited to AutoPilot user interfaces, or reverse engineer, reproduce, modify, adapt, translate, distribute, network, lease, loan, resell for profit, or create derivative works based upon AutoPilot or any portion thereof, except pursuant to a license from BSSE.

Prior to disposing of or returning any media, delivered or downloaded files or apparatus containing AutoPilot software, you will ensure that any AutoPilot software contained on such media, in such files or stored in such apparatus has been completely erased from your computers or otherwise destroyed.

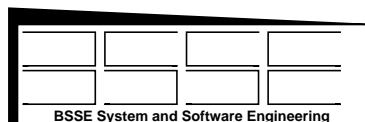
2. COPY RESTRICTIONS / OWNERSHIP

You agree that no title to AutoPilot software, or the intellectual property in any AutoPilot software, or in any copy, is transferred to you, and that all rights not expressly granted to you hereunder are reserved by BSSE.

3. DISCLAIMER OF WARRANTIES

The AutoPilot software and media are provided “as is” and without warranty of any kind, express, implied or otherwise, including without limitation any warranty of merchantability or fitness for a particular purpose. The entire risk as to the quality and performance of AutoPilot software is with you.

Dr. Rainer Gerlich, BSSE System and Software Engineering
Umsatzsteuer-Identifikations-Nummer (USt-IdNo.): DE175030838
Bankverbindung: Sparkasse Salem-Heiligenberg, D-88633 Heiligenberg, BLZ 690.517.25, Konto 307.84.41



4. LIMITATION OF LIABILITY

In no event shall BSSE be liable to you for any damages (including without limitation loss of data, use, profits or goodwill, or incidental or consequential damages), whether or not BSSE has been advised of the possibility of such loss, however caused and on any theory of liability.

This demo package of AutoPilot is distributed **WITHOUT ANY WARRANTY** to the extent possible by applicable law, even without the implied warranty of fitness for any sole purpose.

5. EXPORT RESTRICTIONS

You agree that you shall not directly or indirectly export the AutoPilot software in contravention of any export law.

6. TERMINATION

The License shall automatically and without notice terminate immediately upon the earlier of your failure to fulfil any of your obligations under this License Agreement, upon written notice of termination from BSSE, upon expiration of the date set by the provided license file, or on the date ninety (90) days from your receipt of the AutoPilot software. Upon the termination of this agreement, you shall immediately return the AutoPilot software, its media and documentation to BSSE, or inform BSSE that you erased the AutoPilot software from your computers or otherwise destroyed it. If the AutoPilot software or its media has not been returned to BSSE or if the confirmation on erasing has not been received within thirty (30) days after event of termination BSSE will invoice License for the AutoPilot software according to the current BSSE Price List.

7. GOVERNING LAW; DISPUTES; SEVERABILITY

This Agreement shall be governed by and interpreted in accordance with the laws of Germany.

In case of any dispute the court of jurisdiction shall be located at 88090 Friedrichshafen (Germany).

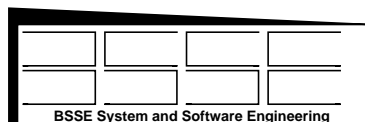
If any of the provisions of this Agreement are held invalid or unenforceable and unless the invalidity or unenforceability thereof does substantial violence to the underlying intent and sense of the remainder of this Agreement, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provisions of this Agreement except those of which the invalidated or unenforceable provisions comprise an integral part or are otherwise clearly inseparable from.

That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

8. LAWS OF GOVERNING WARRANTIES AND LIABILITY

The laws of a jurisdiction may define the scope of warranty or the manner in which liability of a supplier of the AutoPilot software is limited, and such law(s) shall govern this Agreement to the extent a party protected by such law(s) cannot waive the protection thereof by contract. So you may have other rights which vary from state to state.

Dr. Rainer Gerlich
Diplom-Physiker



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D-88090 Immenstaad
Germany

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www: <http://www.bsse.biz/>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives:

Company:
Name:
Position:
Signature:
Date:
Please fill in and sign here

Dr. Rainer Gerlich BSSE System and Software Engineering

Auf dem Ruhbuehl 181
88090 Immenstaad
Germany

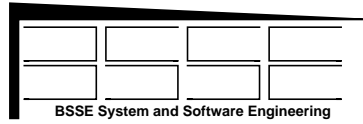
Dr. Rainer Gerlich

Managing Director

Rainer Gerlich

in case of electronic delivery of this document
the signature by BSSE shall be deemed provided
if no changes are made or requested by the
evaluator

Dr. Rainer Gerlich
Diplom-Physiker



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e-mail: Rainer.Gerlich@bsse.biz
www: <http://www.bsse.biz/>

Identification of Licensee:

End-User Name:

Company Name:

Shipping Address:

Operating System(s): (e.g. Mac OSX 10.3.5)

Please fill in your coordinates here