## **Software License Agreement,**

## DynKIT's expert software for the Sudoku computer aided grid game

- 1. This is an agreement between Licensor (the software manufacturer) and Licensee (the customer) who is being licensed to use the "DynKIT's expert software for the Sudoku game" (SudokuExpert). Licensee acknowledges that this is a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software.
- 2. For using the SudokuExpert Software, the software itself and license files are required. This License permits Licensee to run the software on one workstation at the same time. Licensee may make and install copies of the software and the license files as needed.
- 3. The copyright notice "Copyright (C) 2016-2017, dynKIT Dr. A. Peter Krasznai." must be displayed on every publication of results generated by the software. Exceptions require the written consent of the licensor.
- 4. This Software is subject to a limited warranty. Licensor warrants to Licensee that the Software will perform according to its documentation, and to the best of Licensor's knowledge, and that Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights.

  THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 5. No agent of Licensor is authorized to make any other warranties or to modify this limited warranty. Where the jurisdictions do not allow any limit on the length of an implied warranty, Licensee is not offered the option to buy a license file, and Licensee has no right to use the software at all.
- 6. Notwithstanding the foregoing, *LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE.* Licensee's jurisdiction may not allow such a limitation of damages. In this case Licensee is not offered the option to buy a license, and Licensee hat no right to use the software at all.
- 7. In the event of a breach of the limited warranty, the procedure is as follows: Licensee will create for submission to the licensor a report containing the details of the breach of warranty and forward it at his own expense, together

with proof of purchase, to the licensor. Licensor shall transmit a choice of either a replacement of the Software or any part thereof and / or the license file at Licensee's expense, or to refund the amount paid for the license file without deduction.

- 8. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.
- 9. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.
- 10.Licensee agrees to return to Licensor or to destroy all copies of the Software and license files upon termination of the License.
- 11. This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Software.
- 12. This License Agreement is governed by the laws of Jura, Switzerland. Location of the court in the event of a legal dispute is Porrentruy, Jura, Switzerland.
- 13. This License Agreement is valid without Licensor's signature. It becomes effective upon Licensee's first use of the Software.

Copyright (C) 2016-2017, dynKIT - Dr. A. Peter Krasznai. All rights reserved.

15.07.2016 Charmoille, Switzerland Peter Krasznai