

Evaluation License Agreement

This limited non-exclusive non-transferable License Agreement is between

AbsInt Angewandte Informatik GmbH
Science Park 1
D-66123 Saarbrücken
GERMANY

and LICENSEE:

and pertains to the tools indicated in Section 7, including example programs and documentation ("SOFTWARE").

1 Authority to Bind

You represent and warrant that you have actual authority and are duly authorized to bind your principal or employer, if the SOFTWARE has been acquired for them, and that you have adequate legal capacity to enter into binding agreements on behalf of yourself, or your principal or your employer.

2 Confidentiality

1. "CONFIDENTIAL INFORMATION" is defined as follows: Information (i) relating to the architecture, design, and coding methodology embodied in the SOFTWARE; (ii) embodied herein regarding the terms and conditions of this Agreement; and (iii) disclosed by one party to the other regarding past, present, or future marketing and business plans, customer lists, and lists of prospective customers.
 - "CONFIDENTIAL INFORMATION" includes all tangible materials which contain the information described above, including without limitation, written or printed documents and electronic media.
 - "CONFIDENTIAL INFORMATION" does not include (i) information which is or becomes generally known or available through no act or failure to act by the receiving party; (ii) is already known by the receiving party as evidenced by its written records, (iii) is rightfully furnished to the receiving party by a third party without restriction or disclosure; or (iv) is independently developed by the receiving party without reference to CONFIDENTIAL INFORMATION.
2. Each party acknowledges that the other party may disclose its CONFIDENTIAL INFORMATION to the other in the performance of this Agreement. Each party further acknowledges the other party's assertion that the other party's CONFIDENTIAL INFORMATION is deemed to include valuable trade secrets and confidential business information proprietary to the other party and/or third parties. Accordingly, each party shall (i) take reasonable steps to keep the CONFIDENTIAL INFORMATION

disclosed by the other party confidential, and (ii) use and disclose such CONFIDENTIAL INFORMATION only with the receiving party's employees and contractors who have a need to know and only for the purposes of fulfilling this Agreement.

3. Specifically regarding the SOFTWARE, LICENSEE acknowledges AbsInt's claim that the SOFTWARE embodies valuable trade secrets proprietary to AbsInt. Accordingly, LICENSEE shall take reasonable measures to protect the SOFTWARE from unauthorized access, disclosure, and use.

3 Copyright and Restrictions

1. All intellectual property rights in the SOFTWARE are protected by German copyright laws, other applicable copyright laws, and international treaty provisions. All rights are retained that are not expressly granted. No title, property rights or copyright in the SOFTWARE or in any modifications to the SOFTWARE shall pass to the LICENSEE under any circumstances.
2. The LICENSEE agrees not to make nor to permit the making of copies of the SOFTWARE (including its Documentation) except as authorized by this License Agreement or otherwise authorized in writing by AbsInt Angewandte Informatik GmbH. The LICENSEE agrees not to distribute, sublicense or copy any portion of the SOFTWARE; modify or prepare derivative works from the SOFTWARE; or revise, reverse engineer, decompile or disassemble the SOFTWARE in whole or in part or permit any third party to do or attempt same. The LICENSEE may not alter or remove any details of ownership, copyright, trade mark or other property right connected with the SOFTWARE.
3. The LICENSEE may use the SOFTWARE for internal evaluation purposes only. The evaluation period is limited to a fixed term. All rights granted to the LICENSEE in this agreement will be void after the end of the evaluation period, which is no later than 30 days after the LICENSEE received the SOFTWARE.

4 Limitation of Liability

The SOFTWARE is provided "AS IS".

5 Termination of this License

AbsInt Angewandte Informatik GmbH may terminate this license at any time if LICENSEE is in breach of any of its terms and conditions.

Upon termination or at the end of the evaluation period, LICENSEE will immediately destroy the SOFTWARE or return all copies of the SOFTWARE and Documentation to AbsInt Angewandte Informatik GmbH and will certify so in writing.

6 Applicable Law

This license shall be governed and interpreted in accordance with the laws of Germany. Any disputes arising herefrom shall be subject to the jurisdiction of appropriate courts of Saarbrücken, Germany.

7 Product

7.1 aiT

Please indicate your wishes with a ⊗:

	Product	Processor	Compiler
<input type="radio"/>	aiT	ARM7	ARM
<input type="radio"/>	aiT	ARM7	TI
<input type="radio"/>	aiT	C16x/ST10	Tasking
		<input type="radio"/> C167CS-LM	
		<input type="radio"/> C167CS-L40M	
		<input type="radio"/> C164CI-8EM/-8E25M	
		<input type="radio"/> ST10F269	
		<input type="radio"/> ST10F276	
		<input type="radio"/> Other: _____	
<input type="radio"/>	aiT	HCS12/STAR12	Cosmic
<input type="radio"/>	aiT	HCS12/STAR12	Metrowerks
<input type="radio"/>	aiT	HCS12X	Cosmic
<input type="radio"/>	aiT	PowerPC 5xx	
		<input type="radio"/> 555	<input type="radio"/> Diab
		<input type="radio"/> 563	<input type="radio"/> gcc
		<input type="radio"/> 564	<input type="radio"/> GHS (ADA/C/C++ ¹)
		<input type="radio"/> 565	
<input type="radio"/>	aiT	PowerPC 603e	Diab
<input type="radio"/>	aiT	PowerPC 603e	gcc
<input type="radio"/>	aiT	PowerPC 603e	GHS (ADA/C/C++ ¹)
<input type="radio"/>	aiT	PowerPC 55xx	
		<input type="radio"/> 5553	<input type="radio"/> Diab
		<input type="radio"/> 5554	<input type="radio"/> gcc
		<input type="radio"/> 5561	<input type="radio"/> GHS
		<input type="radio"/> 5566	
		<input type="radio"/> Other: _____	
<input type="radio"/>	aiT	PowerPC 755	Diab
<input type="radio"/>	aiT	PowerPC 755	gcc
<input type="radio"/>	aiT	PowerPC 755	GHS (ADA/C/C++ ¹)
<input type="radio"/>	aiT	TriCore	
		<input type="radio"/> 1766	<input type="radio"/> Tasking
		<input type="radio"/> 1796	<input type="radio"/> HighTec
<input type="radio"/>	aiT	TMS320C3x	TI
<input type="radio"/>	aiT	M68020	XD-Ada
<input type="radio"/>	aiT	NEC V850E1/PHO3	GHS
<input type="radio"/>	aiT	LEON3	gcc

¹Restriction for C++ compiler: Virtual functions should not be used or have to be annotated by the user.

7.2 StackAnalyzer and aiPop

Please indicate your wishes with a ☒:

	Product	Processor	Compiler
<input type="radio"/>	StackAnalyzer	ARM	ARM (ADS)
<input type="radio"/>	StackAnalyzer	ARM	TI
<input type="radio"/>	StackAnalyzer	ARC	Metaware
<input type="radio"/>	StackAnalyzer	C16x/XC16x/ST10/Super10	Tasking
<input type="radio"/>	StackAnalyzer	C16x/ST10/Super10	KEIL
<input type="radio"/>	StackAnalyzer	H8/300+H8S/2x00	IAR
<input type="radio"/>	StackAnalyzer	HCS12/STAR12/M68HC12	Cosmic
<input type="radio"/>	StackAnalyzer	HCS12/STAR12/M68HC12	Metrowerks
<input type="radio"/>	StackAnalyzer	HCS12X	Cosmic
<input type="radio"/>	StackAnalyzer	HCS12X	Metrowerks
<input type="radio"/>	StackAnalyzer	NEC V850	GHS
<input type="radio"/>	StackAnalyzer	M68k	gcc
<input type="radio"/>	StackAnalyzer	M68k	HP68K
<input type="radio"/>	StackAnalyzer	PowerPC	Diab
<input type="radio"/>	StackAnalyzer	PowerPC	gcc
<input type="radio"/>	StackAnalyzer	PowerPC	GHS
<input type="radio"/>	StackAnalyzer	TMS320C3x	TI
<input type="radio"/>	StackAnalyzer	TriCore	HighTec gcc
<input type="radio"/>	StackAnalyzer	TriCore	Tasking
<input type="radio"/>	StackAnalyzer	x86	gcc (V2.694q4 Lynxworks)
<input type="radio"/>	StackAnalyzer	x86rm (realmode)	ic86 (v4.5)
<input type="radio"/>	StackAnalyzer	LEON3	gcc
<input type="radio"/>	aiPop	C16x/ST10	Tasking

7.3 Astrée

- Astrée: Verifying the absence of runtime errors in C programs.

7.4 Platform and Shipping

Platform Please specify exact version
(e.g. Windows 2000 Professional SP3, SuSE Linux 8.1, etc):

- Windows
 - Linux
-

Shipping

- Physical package
- Download

8 Introduction and Evaluation Support

aiT, StackAnalyzer, aiPop, and Astée are sophisticated program analysis and optimization products. AbsInt strongly recommends to take advantage of a free web-based training at the beginning of your evaluation. In this training we will help you set up the tools and explain how to operate them so you can quickly evaluate them on your own projects.

As an alternative our support team can visit you at your location, set up the initial operation and fine-tune our products to your operational conditions. For the installation service only travel costs will be billed.

Finally we offer 1-2 day introductory and training courses at your place or in Saarbrücken at favorable conditions. These support packages improve the utilization of the products and help to save your valuable time.

Support Packages

- Web-based training (free)
- On-site installation and project set-up
- Training course (1-2 days)
- Please contact me to discuss further support packages.

9 Address

Street address:

Email address:

Telephone number:

(Name)

(Job title)

(Signature)

(Date)

Return this agreement to:

or via fax to:

AbsInt Angewandte Informatik GmbH +49 681 383 60 20
Science Park 1
D-66123 Saarbrücken
GERMANY

If you have any questions, please do not hesitate to let us know:

Email: support@absint.com
Phone: +49 681 383 600
Web: <http://www.absint.com/contact.htm>