

EVALUATION LICENSE AGREEMENT

This Evaluation License Agreement ("Agreement") is entered into by and between:

Vendor: SemiVi GmbH (SemiVi LLC)

Address: Langwattstrasse 27, CH-8125 Zollikerberg.

and

Client: [Client name as submitted in the contact form on www.semivi.ch/sales website]

Address: [Client address as submitted in the contact form on www.semivi.ch/sales website]

Effective Date: 1st November 2025

Evaluation Period: Three (3) months from the Effective Date

1. Grant of License

Vendor grants Client a limited, non-exclusive, non-transferable, revocable license to access and use the software product Opto-Solver package ("Software") solely for internal evaluation purposes during the Evaluation Period.

2. Restrictions

Client agrees to the following conditions:

- The Software may only be used for **internal evaluation**.
 - **No commercial use** is permitted.
 - **No academic use** (e.g., research, publications, or teaching) is allowed.
 - The **license file and/or activation key must not be shared** with any third party.
 - The Software must not be **modified, reverse-engineered, or redistributed** in any form.
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3. Ownership

The Software is licensed, not sold. Vendor retains all rights, title, and interest in and to the Software, including all associated intellectual property rights.

4. No Warranty

The Software is provided "AS IS" with **no warranty of any kind**. Vendor makes no representations or warranties regarding the accuracy, reliability, or performance of the Software.

5. Limitation of Liability

Vendor shall not be liable for any indirect, incidental, consequential, or special damages arising from the use or inability to use the Software.

6. Termination

This Agreement will terminate automatically at the end of the Evaluation Period unless extended in writing by Vendor. Vendor may also terminate the Agreement at any time with written notice. Upon termination, Client must cease using the Software and destroy all copies, including license files and activation keys.

7. Confidentiality

Client agrees to treat all non-public information relating to the Software as confidential and not to disclose it to any third party.

8. Governing Law

This Agreement shall be governed by the laws of [Insert Governing Jurisdiction], without regard to conflict of law principles.

9. Entire Agreement

This Agreement constitutes the full understanding between the parties and supersedes all prior discussions or agreements.

10. Acceptance Without Signature

This Agreement is effective upon delivery of the Software or license key to the Client and does not require a physical signature to be binding. By installing, accessing, or using the Software, the Client agrees to be bound by the terms and conditions of this Agreement.

Vendor: SemiVi GmbH (SemiVi LLC)

Name: Dr. Saurabh Sant

Date:

Client:

Name: