

End User Licence Agreement on the “Proxy Sniffer” Web Load Test Tool

Purpose of the Agreement

This Agreement shall regulate the use of the “Proxy Sniffer” Web Load Test Tool (hereinafter referred to as the “Product”) manufactured by the David Fischer GmbH engineering company (hereinafter referred to as the “Manufacturer”) by the customer (hereinafter referred to as the “Licensee”).

Contents of the Agreement

The Licensee may use the Product under the licence(s) granted by the Manufacturer in accordance with its terms and conditions and within the scope agreed upon in the sales or leasing agreement.

The Licensee shall acknowledge that the product is protected by copyright and that any other rights in the Product remain with the Manufacturer.

The Licensee may only use the licences, the licence keys, the Product and its documentation for its own purposes but neither let or resell it nor provide it to third parties free of charge.

The Licensee shall ensure that the Product incl. its licence keys remain under its control and shall acknowledge that any provision of the Product and its licence keys to third parties in any form is expressly prohibited. Furthermore, the Licensee shall acknowledge that the Product or any parts of the Product – including its running processes – may not be provided to third parties via network interfaces.

The Licensee shall undertake to use the Product unchanged “as supplied by the Manufacturer”, not to decompile the Product and to refrain from any “reverse engineering”.

The Manufacturer shall not be liable for any damage of any kind whatsoever that has been or might be caused by the Product.

The Manufacturer shall make any effort to remedy any notified defects and errors of the Product – if such refer to any documented functionalities – to the best of its knowledge, but it shall not provide any warranty or assume any liability in this respect.

The remediation of defects and errors of the Product is subject to the Licensee having entered into a support and maintenance agreement with the Manufacturer that is still effective.

THE PRODUCT SHALL BE PROVIDED AS IS AND WITHOUT ANY WARRANTIES. THE MANUFACTURER SHALL NOT GRANT ANY EXPRESS, IMPLIED OR LEGAL WARRANTIES, TITLE OR COVENANTS WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATING TO QUALITY, SAFETY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR THE SUITABILITY FOR USE OR A SPECIAL PURPOSE. FURTHERMORE, THE MANUFACTURER SHALL NOT COVENANT OR WARRANT THAT THE PRODUCT IS COMPLETE AND FAULTLESS OR OPERATES WITHOUT ANY LOSS OF DATA.

This Agreement shall be subject to Swiss law. The place of jurisdiction shall be the Basel-Stadt Canton.

If any provision of this Agreement is entirely or partially ineffective, this shall not affect the validity of the remaining provisions. Such ineffective provision shall retroactively be replaced with a regulation that comes as close as possible to the contents and the intended purpose of the ineffective provision.

Manufacturer:

Ingenieurbüro David Fischer GmbH
Lindenstrasse 21
4123 Allschwil
Switzerland