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- Support email address: support@vampir-ng.de

3 Compensation

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The parties shall notify each other without delay of any proprietary rights of third parties of which they become aware and which may be infringed upon by the performance of the Agreement.

Each party shall be responsible for its own costs in resolving any third party disputes.
10 Confidentiality

During the term of this Agreement and thereafter, the parties shall on behalf of each other, its employees, agents or other representatives retain or ensure the retention of all confidential information, including any know-how, technical details of the software and the like, furnished by either party to the other hereunder in strictest confidence, said or implied, and shall not disclose it to any unauthorized third party.

The confidential information shall be used only in accordance with this Agreement.

The foregoing obligations shall not apply to information which:

- was in the possession of the receiving party prior to the date of disclosure by the furnishing party as evidenced by written documents;
- was generally known prior to the date of disclosure to the receiving party as evidenced by written documents;
- is developed by the receiving party independently of the disclosure made under this Agreement as evidenced by written documents.

Nothing in this Section is intended to be inconsistent with Customer's obligations under the Indiana Open Records Act, Indiana Code Section 5-14-3.

11 Termination

This Vampir Software License Agreement is effective until terminated.

This Agreement will terminate automatically without notice from the Licensor, if the Licensee fails to comply with any provision of this Agreement. Upon notice of termination from the Licensor, the Licensee shall destroy the software, the documentation and all copies, including modified copies, of the software promptly.

Maintenance: As far as a party gives no written notice of intention to terminate the software maintenance, according to Art. 2, at least three (3) month before the end of the contract year, commencing on the day after one of the parties last signed the contract, the maintenance will be extended automatically for one year. The same procedure will be applicable annually thereafter for each extension of the maintenance.

12 General provisions

Any modification, renewal, extension or waiver of this Agreement or any of its provisions shall be written to be binding. The requirement of a written form applies also to the change of this Article itself concerning the written form.

Should any provision of this Agreement be invalid or unenforceable or should the contract contain an omission, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes closest to the one actually agreed upon. The same shall apply in the case of an omission.
13 Acknowledgment

Licensee acknowledges that he has read this Vampir Software License Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee agrees further that this Agreement is the complete and exclusive statement of Vampir Software License Agreement between the parties and supersede all proposals or prior Vampir license agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.