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Background

SAFIR is a software allowing to model the behavior of building structures exposed to fire. A description of SAFIR is available in the scientific publications posted in open access at <https://orbi.uliege.be>.

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Installation is restricted to a single computer. SAFIR must be installed and run locally on that specific workstation only; it cannot be hosted on a network server or shared over a network. Furthermore, the use of SAFIR is restricted solely to individuals employed by Licensee within the academic laboratory identified above. Licensee is not allowed to perform any kind of services for third parties using SAFIR, such as consulting, testing or simulations services even on a free basis without any payment or compensation.

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Licensee is responsible for the installation of SAFIR.

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2. No Support - Updates – New Releases

Licensee acknowledges that Gesval shall not maintain, correct or provide support with respect to SAFIR. However, during a period of one year starting from the date this Agreement is effective, Gesval shall provide Licensee with Updates free of charge on a when-and-if available basis. Updates means a generally available revision of SAFIR with minor changes and/or error corrections.

This Agreement also entitles Licensee to a single new Release at a discounted price of three hundred and thirty Euros (€330) plus VAT. on a when-and-if available basis. A Release means a new version of SAFIR with new features and/or significant enhancements.

3. License fee and Payment

In consideration of the license rights granted in article 1 above, Licensee shall pay to Gesval a one-time non-refundable license fee of one thousand six hundred and fifty Euros (€1650) plus VAT. Upon payment of the license fee, Licensee will be sent details on where to download SAFIR and will be provided with a personal SAFIR “identity.key” file.

4. Acknowledgement

All written communications and publications of results obtained with SAFIR shall display the following acknowledgement: "The results presented in this communication/publication were obtained using SAFIR software, reference: *“Modeling structures in fire with SAFIR®: Theoretical background and capabilities”*. Franssen J.-M., Gernay T. Journal of Structural Fire Engineering, 8(3), 300-323, 2017

5. Warranty disclaimer - No liability

Licensee acknowledges and agrees that SAFIR, as a tool for modelling the behaviour of structures subjected to fire, is intended to assist Licensee in Licensee's experimentations and requires some level of expertise and judgment for its correct use and for the interpretation and appropriate reliance of the computed results. SAFIR is not intended to be nor is it a substitute for rigorous and comprehensive physical/structural testing by Licensee.

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SAFIR was created in the course of academic research. Licensee acknowledges and agrees that the consideration which Gesval is charging hereunder does not include any consideration for assumption by Gesval of the risk of Licensee’s direct or indirect damages

which may arise in connection with Licensee's use of SAFIR and reliance on the results obtained from its use and exercise of its rights hereunder. Accordingly, Licensee expressly agrees that Gesval shall not be responsible for any damages whatsoever (including without limitation loss of data, loss of profits or claims from third parties) arising out of Licensee's use of SAFIR and the results obtained from such use. By using SAFIR and exercising its licensed rights hereunder, Licensee expressly agrees to assume all responsibility for any and all such use and exercise and agrees that neither Gesval nor University of Liege nor Gernay LLC, nor Safir Support SRL, nor any of their respective researchers, directors, officers, employees, contractors and agents involved in the development of SAFIR (together the "Beneficiaries") shall be liable in any manner whatsoever for any damages however caused and regardless of the theory of liability arising out of such use and exercise.

Without prejudice to the foregoing, the aggregate and maximum liability of Gesval and the Beneficiaries whatsoever in connection with Licensee's use of SAFIR shall in no case exceed the license fee set out in article 3 above.

Warranty and liability disclaimers set forth herein are fundamental elements of this Agreement and Licensee agrees that Gesval would not be able to provide SAFIR without such limitations.

6. Indemnification

Licensee shall protect, defend, and indemnify Gesval and the Beneficiaries (together, "Indemnities") from and against any claims, losses, or damages of third parties (i) allegedly arising from or related in any way to any act or omission of Licensee performing or exercising rights granted under this Agreement, or (ii) allegedly caused by or arising in any way from SAFIR. Licensee shall defend the Indemnities against any claim subject to this article 6 with counsel reasonably acceptable to Indemnities and shall hold the Indemnities harmless as against any judgments, fees, expenses, or other costs arising from or incidental to any such lawsuit, claim, demand or other action, whether or not any Indemnities are named as a party defendant in any such lawsuit.

7. Export control

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8. Construction

Licensee acknowledges that it has had full opportunity to consult with legal counsel regarding the terms of this Agreement and any ambiguity or uncertainty in this Agreement will not be construed against the drafter.

9. Entire agreement - Severability

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter hereof. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Term and Termination

This Agreement is effective upon the provision of SAFIR identity.key by Gesval as set out in article 3 above and shall continue until terminated as provided below.

Licensee may terminate this Agreement at any time by ceasing to use SAFIR. Gesval may terminate this Agreement immediately if Licensee materially breaches any provision of this Agreement.

In case of termination of this Agreement, Licensee will immediately uninstall SAFIR from the computer(s) on which it is installed and will certify to Gesval that SAFIR is no longer installed. For sake of clarity, the license fee is non-refundable.

Any liabilities accrued prior to termination shall survive and in particular the provisions of Articles 5, 6, 7 and 11 which shall remain in full force and effect.

11. Governing law

This Agreement shall be governed by, and construed in accordance with, the laws of Belgium without giving effect to any choice of law principle that would require the application of the laws of a different country. The Parties agree that in the event of a dispute arising from, or in any way related to this Agreement, they shall undertake good faith efforts to resolve the matter amicably. Any dispute which cannot be settled amicably by negotiation between the parties shall be exclusively referred to Liège Courts, Belgium.