

Software use agreement for students and faculty of the FHNW Academy of Art and Design (HGK)

License

In accordance with the conditions noted below, the FHNW Academy of Art and Design (HGK) grants the user a non-transferable authorization for the use of software installed respectively on a computer in personal possession or ownership of the user. This authorization is limited in time to the duration of study at the FHNW Academy of Art and Design (HGK).

Software acquisition

The software is distributed at the FHNW Academy of Art and Design (HGK) by Institute assistants and through the central Software Distribution Server. For installation on a private computer the following information must be submitted:

Model:	Serial number:	Institute:
MAC-/Physical Ethernet address:		MAC-/Physical wireless address:

Restrictions

The user pledges not to sell, rent, lease, loan or otherwise distribute the software in any way. No copies made be made of the software or any part of it. Circulating copies of the installation, of the CD and/or of the license number to third parties is not allowed. The software cannot be registered by the user online or in any other way. The EDU-licensed software is to be used exclusively for educational purposes; its use for any other purpose, such as for economic gain, is punishable by law. The software is to be installed only on the private computer of the user.

Trademark rights

The original data storage media on which the software is stored, remain the property of the FHNW Academy of Art and Design (HGK). The user recognizes that all rights to the software, including that of copyright, are reserved to the FHNW Academy of Art and Design (HGK) and its licensors. The user has no further claim, and in particular the FHNW Academy of Art and Design (HGK) is hereafter completely exempt of any liability.

Liability

The user frees the FHNW Academy of Art and Design (HGK) of any claims of the licensor, especially as regards any damages in relation to violations of the software use agreement, traceable particularly to licensing provisions of third parties. The FHNW Academy of Art and Design (HGK) assumes no liability for damages which may result from defective software. There exists no contractual or extra-contractual damage obligation/liability on the part of the FHNW Academy of Art and Design (HGK).

Termination

This software use agreement expires upon exit from the FHNW Academy of Art and Design (HGK). In the case that a user violates this software use agreement and fails to rectify this violation within 30 days of warning by the FHNW Academy of Art and Design (HGK), the FHNW Academy of Art and Design (HGK) is authorized to undertake legal action. In the case of termination of the software use agreement the user is obligated to delete the software entirely. (In the case of a continuing degree program at another institution of higher education of the FHNW, the obligation of deinstallation of software licensed by the FHNW Academy of Art and Design (HGK) takes effect after exit from the FHNW. The Academy of Art and Design (HGK) grants ICT support only within its own institutes of higher education.)

General remarks

Should individual stipulations within this agreement prove ineffectual and/or contradict legal regulations, this has no further effect on other stipulations in the agreement (safeguarding clause). Valid is Swiss law; the exclusive court of jurisdiction is Brugg.

I have read the software use agreement, agree to comply with it and confirm this with my signature.

Given name: Date: Location:

Surname: Signature:

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Valid: 27 March 2009

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