

IMPORTANT: THIS SOFTWARE IS PROPRIETARY. YOU MAY NOT INSTALL, ACCESS, EXECUTE, COPY, OR OTHERWISE USE THIS SOFTWARE UNLESS YOU HAVE ACQUIRED A VALID LICENSE TYPE FROM THE LICENSOR (AS DEFINED BELOW) AND YOU COMPLY WITH THIS AGREEMENT.

1. PARTIES Licensor: Midwest Simulations and Jorg Neves Bliesener (the "Licensor"). You: The individual or legal entity acquiring and using the Software (the "Licensee").
2. DEFINITIONS "Software" means the "tdaconfig" programs and associated files, including updates provided by Licensor. "Authorized User" means a natural person permitted to use the Software under an acquired license type. "Device" means a physical or virtual machine where Software is installed or executed. "Production Use" means use in business operations beyond evaluation or testing.
3. LICENSE PRECONDITION (MANDATORY ACQUISITION) No rights are granted by default. A Licensee must first acquire one of the license types listed in Section 4 from Licensor (or an authorized reseller) before any use of the Software. Without such acquisition, all use is prohibited.
4. LICENSE TYPES Subject to payment and compliance with this Agreement, Licensor may grant one of the following non-exclusive, non-transferable, revocable license types:
  - A. Trial License - Purpose: Evaluation only. - Default Term: 14 to 30 days (as stated on the order). - Production Use: Not allowed. - User/Device Limits: As stated on the order. B. Personal License - Purpose: Individual non-commercial use. - Authorized Users: Exactly one named natural person. - Production/Commercial Use: Not allowed unless expressly stated on the order. - Transfer: Not transferable. C. Professional (Per-Machine) License - Purpose: Commercial use by named individuals. - Scope: Per device. - Deployment: Internal use; external redistribution prohibited unless separately licensed. D. Enterprise (Site/Organization) License - Purpose: Organization-wide internal use. - Scope: As defined in the order form (site, business unit, or legal entity). - Additional Terms: Security/compliance obligations may apply by addendum. E. OEM/Redistribution License - Purpose: Bundling or redistribution with Licensee products. - Scope: Only as explicitly granted in a signed addendum. - Requirement: Separate redistribution rights are mandatory.
5. GRANT OF RIGHTS Licensor grants Licensee only the rights explicitly associated with the acquired license type and documented order/addendum. All rights not expressly granted are reserved by Licensor.
6. RESTRICTIONS Licensee must not, and must not permit others to:
  - o Use the Software without a valid acquired license type.
  - o Exceed licensed user/device/seat limits.
  - o Redistribute, sublicense, lease, rent, lend, sell, or provide access to third parties except as expressly authorized in writing.
  - o Reverse engineer, decompile, disassemble, or attempt to derive source code, except where prohibited by mandatory law.
  - o Remove or alter copyright, trademark, or proprietary notices.
7. OWNERSHIP The Software is licensed, not sold. Licensor retains all right, title, and interest in and to the Software and all intellectual property rights.
8. FEES, TERM, AND TERMINATION
  - o Fees and term are specified in the applicable order.
  - o Licensor may suspend or terminate this Agreement for material breach, including non-payment or unlicensed use.
  - o Upon expiration or termination, Licensee must cease all use and destroy all copies unless mandatory law requires retention.
9. AUDIT AND VERIFICATION Upon reasonable notice, Licensee will provide records reasonably necessary to verify compliance with licensed users/devices/seats and terms.

10. WARRANTY DISCLAIMER TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
11. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL. LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID FOR THE SOFTWARE IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.
12. GOVERNING LAW This Agreement is governed by the laws of the jurisdiction specified in the applicable order form, excluding conflict-of-laws rules.
13. ENTIRE AGREEMENT This LICENSE file and any signed order/addendum constitute the entire agreement for Software licensing and supersede prior oral or written understandings.
14. CONTACT To acquire a license type, request commercial terms, or report unauthorized use, contact Licensor at the address/channel designated by Licensor.