

## **End-User Agreement**

with

Helmholtz-Zentrum Berlin für Materialien und Energie GmbH

Hahn-Meitner-Platz 1 14109 Berlin

about

**EDDIDAT (Energy-Dispersive Diffraction Data Analysis Tool)** 

a graphical user interface for the analysis of energy-dispersive diffraction data for microstructure and residual stress analysis

## **Preamble**

Helmholtz-Zentrum Berlin für Materialien und Energie GmbH is a legally independent member of the Helmholtz Association of German Research Centres. (HGF) and is funded by the Federal Government and the State of Berlin.

In order to study structures and processes in materials, HZB operates research infrastructures that are used by about 3,000 measurement guests from all over the world, including the synchrotron radiation source BESSY II. The LICENSER focuses on energy-material research and the further development of accelerator facilities.

The use of EDDIDAT is only possible if the following regulations are accepted by the user:

- 1. HZB grants the USER a license to use EDDIDAT (Energy-Dispersive Diffraction Data Analysis Tool) without the source code.
- 2. HZB grants the USER a non-exclusive, permanent, non-transferable, irrevocable and free license to use EDDIDAT solely for his own research purposes and under exclusion of any commercial application.

- 3. The existing property rights and copyrights remain unaffected by this end user agreement.
- 4. HZB shall provide the software to the USER "as is" without any obligation of HZB to correct errors that may occur while using EDDIDAT.
- 5. The USER is prohibited from changing, adapting, translating EDDIDAT or creating derivative works based on EDDIDAT without the express permission of HZB.
- 6. The USER shall refer a third party also interested in using EDDIDAT to the website of HZB, in particular the department Microstructure and Residual Stress Analysis (EM-AME), e-mail: eddidat@helmholtz-berlin.de.
- 7. In case of planned scientific publications of the USER based on the use of EDDIDAT, the USER shall cite the following publication: "EDDIDAT: a graphical user interface for the analysis of energy-dispersive diffraction data" Apel, D. et al. (2020), J. Appl. Cryst. 53, 1130 1137, doi: 10.1107/S1600576720005506.
- 8. EDDIDAT was developed to the best of our knowledge and belief. However, this does not guarantee being free of errors. Warranty claims to HZB are excluded.
- 9. HZB does not assume any liability for damages of any kind which result from the use of EDDIDAT according to this agreement. In particular, HZB shall not be liable for indirect or consequential damages due to errors of EDDIDAT.
- 10. HZB is not aware of any third-party rights which conflict with the USER's purpose of use. However, HZB shall not be liable for the licensed EDDIDAT software being free of third party rights, in particular if EDDIDAT should violate the protection or copyrights of third parties.
- 11. If a provision of this contract is or becomes invalid or if the contract contains a loophole, this shall not affect the validity of the rest of the agreement.
- 12. German law is applicable for the interpretation of the agreement to the exclusion of the conflict of laws provisions. The place of jurisdiction for all disputes arising from this agreement is Berlin.