# License Agreement for the Usage of the supplied Software Package 2-Axis MnJoystick

## General Terms of License for the supplied Software Package (Software User Agreement)

Please read this Software User Agreement carefully before using the supplied software.

You have purchased the following software package in CODESYS Store.

The CODESYS Software Package placed at your disposal is protected by license.

Only software that is identified as „Free" in the CODESYS Store is not subject to any license protection.

The following Software User Agreement is entered into by and between you as the software user and the company Mikrap AG. By installing the Software Package you agree to be bound by the terms of this License Agreement.

If you do not agree to the terms of this License Agreement uninstall the Software Package immediately.


### § 1   Object of the License Agreement

The object of this License Agreement is the supplied Software Package 2-Axis MnJoystick which must be installed in addition to CODESYS.

The Software Package functionality is installed on the development PC after the installation of the CODESYS Development System and is seamlessly integrated into the development system. The Software is supplied in form of a Package. Every workstation the Software Package is to be installed on requires a valid workstation license.

The required license information is stored on a dongle (CODESYS Security Key). The Software Package can only be used as long as this dongle is connected to the workstation. Once the dongle is removed the Functionality of the Package is no longer available.


### § 2   License Grant

The software placed at your disposal is protected by license

Only software that is identified as „Free" in CODESYS Store is not subject to any license protection.

The user can, depending on availability, order a simple and non-transferable demo license to the software provided for a limited period of 30 days from activation of the demo license. The demo license is free of charge! You need a CODESYS Security Key to be able to use the demo license.

Once the demo license period has expired, the user can purchase a full featured license at the currently valid prices of CODESYS Store at http://store.codesys.com. By doing so he/she will receive a ticket number to activate the full license that is a simple, unlimited and non-transferable license to use the software provided.

It is not permitted to edit, modify, disassemble or decompile the software or to use other processes of reverse engineering or to have these processes performed by third parties.

All rights regarding the usage and exploitation of the Software Package remain reserved to Mikrap AG.


## § 3  Warranty

3.1st Mikrap AG warrants that the installed CODESYS Package will substantially conform to its documentation. The following restrictions shall apply. In particular, there is no warranty that the program package fulfills the specific requirements of the user, serves his specific purpose and works together with all the other programs selected by the user, in so far as interfaces to these programs have not been contractually agreed upon.

3.2nd  It is deemed to be agreed and the user recognizes and accepts that, according to the current state of knowledge and technology, it is not possible to create software in such a way that it works without errors or faults under all application conditions. A deviation from the agreed properties of the Software Package can only be considered significant if normal operation is substantially disrupted. If a disruption occurs under exceptional circumstances, this cannot be considered as a deviation from the agreed properties of the Software Package.

3.3rd The user shall immediately examine the CODESYS Software Package supplied, shall establish its usability for the intended purpose and shall immediately issue complaints about initial or non-initial errors/defects in detail and in such a way that the error/defect can be reproduced by Mikrap AG GmbH. The user agrees to provide Mikrap AG with material giving information on the nature and occurrence of these errors/defects in order to contribute to their localization and correction. The user bears sole responsibility for the selection, the installation and the use of the CODESYS Software Package as well as for the intended results thereof.

3.4th Mikrap AG does not provide a warranty for errors/defects which result from…
    (a)  incorrect or insufficient maintenance or parametering,
    (b)  operation outside the software's specification,
    (c)  incorrect preparation and/or maintenance of the installation location or
    (d)  interaction with hardware or software not released by Mikrap AG.

    A special guarantee which could result in additional rights is not provided.

3.5th Any software errors/defects reported by the user (including errors/defects in the documentation or other supplied documents) will be rectified by Mikrap AG within an appropriate period of time. Mikrap AG  may elect in its sole discretion to either rework or repair the errors/defects or provide a replacement.

## § 4   Limitation of Liability

Mikrap AG is liable for intent and gross negligence. Mikrap AG shall be liable for slight negligence only if this involves the breach of a major obligation deemed essential for the purpose of the Contract (cardinal obligation) and the fulfillment of which the customer may regularly rely upon or for damages resulting from injury to life body or health. **With free provided Software Mikrap AG assumes no liability.**

Mikrap AG is obliged to act with due diligence. In determining whether or not Mikrap AG has culpability, it must be taken into consideration that software is never error free.

For events of slight negligence, total liability is limited to the amount of the foreseeable damage, the occurrence of which must typically be expected; however, the maximum of such liability arising from the contractual relationship is limited to a total of EUR 100,000.00.

The preceding provisions also apply in favor of any vicarious agents of Mikrap AG.

Liability under product liability law remains unaffected.

Mikrap AG is not liable for the loss of data and/or programs, insofar the damages are based on the fact that the customer failed to take appropriate data protection measures to ensure that lost data can be restored at a justifiable expense.

Before starting an application written with the Development System CODESYS the user is obligated to perform sufficient tests in a safe environment.

## § 5   Termination

This Agreement may be terminate at any time by un-installing the CODESYS Software Package from Mikrap AG and destroying all copies thereof.

## § 6   Governing Law

This User Agreement shall be governed by the laws of the Federal Republic of Germany excluding CISG. Place of jurisdiction for any dispute arising directly or indirectly from this Agreement is Kempten. Claims may also be asserted against each contracting party in its general place of jurisdiction.

## § 7   Severability Clause

Should one provision of this Contract be or become invalid, or should the Contract contain a gap, the validity of the remaining provisions shall remain unaffected. In place of the ineffective provisions, or in order to fill the gap, a provision shall apply which, in so far as legally viable, approaches the original intention of the contractual parties as closely as possible, or what can be assumed to have been their intention if they had considered the point in question.