

License Agreement for the Usage of the supplied Software Package STweep for Codesys

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 (following referred as user) and the supplier Gerhard Barteling (following referred as supplier). 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 STweep for Codesys 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 Geographic Restriction

None.

§ 3 License Grant

The provided Software is protected by license and requires a fee. Software that is indicated as "Free" in the Store is not subject to any license check.

The user can, depending on availability, order a simple and non-transferable demo license to the supplied Software. The demo license is free of charge and access is limited by time and/or functionality. Once the demo license period has expired, the user can purchase a full featured license at the currently valid prices of the CODESYS Store. By doing so, the user acquires an unrestricted, simple, and non-transferable license to use the supplied Software. You need a CODESYS Soft Container or security key to be able to use the demo or full license.

It is not permitted to edit, modify, disassemble or decompile the Software or to use other processes of reverse engineering to by-pass the licensing mechanism, or to have these processes performed by third parties, insofar as this is not absolutely required for exploiting the rights that result from licenses in all events for open source components.

The Software can be components that are licensed as open source software. For these components, the contents of the respective open source licenses apply, as also stored in the Software. The list of components with the terms and conditions of license are available for reading before purchase and are also included in the Software. The licensee receives a simple rights of use from the respective right holders for using the open source software under the conditions as provided for it by the respective valid license terms. The provided license terms apply to only the components that are not licensed as open source software.

All rights regarding the usage and exploitation of the software and Software remain reserved to the supplier.

§ 4 Warranty

4.1st The supplier 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 fulfils 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.

4.2nd 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.

4.3rd 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 the supplier. The user agrees to provide the supplier 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.

4.4th The supplier 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 the supplier.

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

4.5th Any defects with regard to the supplied Software (including defects with regard to the program description and any other documents provided along with the Software), will be rectified by the supplier within an appropriate period of time. The supplier has the right to decide between rework/repair free of charge or replacement at its own discretion.

4.6th The conditions for liability and warranty in these license terms are valid for the complete Software with respect to the supplier. The liability and warranty conditions of the open source licenses are valid between the user and the open source right holders

§ 5 Limitation of Liability

The Software can be used for numerous applications. The user shall decide independently whether or not it is also appropriate for the actual intended application. After installation, the user is responsible for the Software functioning according to its specifications

The supplier is liable for intent and gross negligence. The supplier 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 fulfilment of which the customer may regularly rely upon or for damages resulting from injury to life body or health..

The supplier is obliged to act with due diligence. Upon the determination of whether the supplier has culpability, it is to be considered that, as a matter of fact, it is not possible to provide software on an error-free basis. 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 the amount actually paid by the user for the software under this agreement or ten (10) Euro, whichever is greater.

The supplier shall not be liable for other damages, consequential damages, or lost profits.

The preceding provisions also apply in favour of any vicarious agent of the supplier. Liability under product liability law remains unaffected. For the loss of data and/or programs, the supplier is not liable insofar the damages are based on the fact that the user refrained from conducting data security measures and thereby ensuring that the lost data could be restored with a justifiable expense. Before commissioning the device and an application written with the CODESYS Development System, the user is obligated to perform sufficient tests in a safe environment.

§ 6 Termination

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

§ 7 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.

§ 8 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.