License Agreement for the Usage of the supplied Software Package Object Oriented Alarming

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 ControlSphere Engineering. 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 Library Object Oriented Alarming which must be installed in addition to CODESYS.

§ 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.

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 ControlSphere Engineering.

The Object Oriented Alarming package may be purchased in demo form, compiled library form, or uncompiled library form. Use of the compiled or uncompiled library form is valid for unlimited number of products developed by a single development team originating from a single site. The uncompiled library must be compiled before being released outside the development team.

§ 3 Warranty

3.1st ControlSphere Engineering 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 ControlSphere Engineering. The user agrees to provide ControlSphere Engineering 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 ControlSphere Engineering 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 ControlSphere Engineering.

  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 ControlSphere Engineering within an appropriate period of time. ControlSphere Engineering may elect in its sole discretion to either rework or repair the errors/defects or provide a replacement or refund.

§ 4 Limitation of Liability

The purchaser agrees to accept sole reponsibilty to determine the suitability of this product for the purchaser's application. Purchaser agrees to indemnify and hold harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against ControlSphere by any third party based on or arising out of use of this product.

The maximum liability arising from the contractual relationship is limited to the purchase price of the product.

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 ControlSphere Engineering and destroying all copies thereof.

§ 6 Governing Law

This User Agreement shall be governed by the laws of the United States of America. Place of jurisdiction for any dispute arising directly or indirectly from this Agreement is Orlando Florida, USA. 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.