
Software License Agreement

AS Data Manager – CODESYS Software Package

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Note: IMPORTANT – READ CAREFULLY: This Software License Agreement (“Agreement”) is a legal agreement between you, as an OEM integrator or commercial reseller (either an individual or a single entity), and ASKS GmbH (“Licensor”) for the CODESYS software package identified above (“Software”). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this Agreement.

1. Grant of License

Subject to the terms of this Agreement, Licensor grants you a non-exclusive, non-transferable license to:

- Use the Software for commercial and non-commercial purposes
- Integrate the package into your CODESYS projects
- Distribute applications that incorporate the Software to end users

2. Restrictions

You may NOT:

- Reverse engineer, decompile, or disassemble the Software
- Distribute, sell, lease, or sublicense the Software as a standalone product
- Remove or alter any proprietary notices or labels on the Software
- Use the Software to create competing software libraries
- Share your license credentials with third parties

3. Intellectual Property

The Software is protected by copyright laws and international copyright treaties. Licensor retains all rights, title, and interest in and to the Software, including all intellectual property rights therein. Nothing in this Agreement transfers any ownership of intellectual property rights from Licensor to you.

4. License and Fees

OEM License

- Usage: For integration into commercial products for resale.
- Runtime: Each license grants the right to operate the Software on one (1) runtime instance. Additional runtime instances require the purchase of additional licenses.
- Terms: Specific terms, fees, and further runtime entitlements are defined in a separate OEM License Addendum, which upon execution forms an integral part of this Agreement and takes precedence over it in the event of a conflict.

5. Support and Updates

- Technical support is provided via info@as-ks.de. Licensor endeavors to respond to support inquiries within five (5) business days.
- Updates and bug fixes are included for twelve (12) months from the date of purchase (“Support Period”).
- Major version upgrades (as determined by Licensor) released after the Support Period may require the purchase of an updated license or a support extension.
- A “major version upgrade” is defined as a release that increments the first version number (e.g., from 1.x to 2.0). Minor and patch releases are included at no additional cost during the Support Period.

6. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. LICENSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE FOREGOING DISCLAIMER DOES NOT AFFECT LICENSOR’S LIABILITY FOR INTENTIONAL MISCONDUCT (VORSATZ), GROSS NEGLIGENCE (GROBE FAHRLÄSSIGKEIT), OR FOR DAMAGES ARISING FROM INJURY TO LIFE, BODY, OR HEALTH.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE; AND (B) LICENSOR’S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO LICENSOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS DO NOT APPLY TO LIABILITY ARISING FROM INTENTIONAL MISCONDUCT (VORSATZ), GROSS NEGLIGENCE (GROBE FAHRLÄSSIGKEIT), OR DAMAGE TO LIFE, BODY, OR HEALTH.

8. Termination

This license is effective until terminated. If you materially breach any term of this Agreement and fail to cure such breach within thirty (30) days after receiving written notice of the breach from Licensor, your rights under this Agreement will terminate automatically. For breaches that are not capable of being cured, termination takes effect immediately upon written notice. Upon termination, you must cease all use of the Software and destroy all copies in your possession or control.

9. Compliance with Laws

You agree to comply with all applicable laws and regulations in your use of the Software, including export control laws and regulations of the Federal Republic of Germany and the European Union.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the registered seat of the Licensor (Blumberg, Germany), provided that Licensor may also bring claims at the place of your registered seat.

11. Compliance Verification

Licensor reserves the right to verify your compliance with the terms of this Agreement, including the number of licensed runtime instances in use. Upon written request by Licensor, you agree to provide within fourteen (14) days a written declaration confirming the number of deployed runtime instances. Licensor shall treat any information received in the course of such verification as confidential.

12. Confidentiality

Each party agrees to keep confidential any proprietary or non-public information of the other party disclosed in connection with this Agreement ("Confidential Information") and not to disclose it to third parties without prior written consent. Each party shall protect the other's Confidential Information with at least the same degree of care it uses for its own confidential information, but no less than reasonable care. This obligation does not apply to information that (a) is or becomes publicly available through no fault of the receiving party, (b) was already known to the receiving party at the time of disclosure, (c) is lawfully received from a third party without restriction, or (d) must be disclosed by applicable law or court order, provided that the disclosing party is notified promptly. Confidentiality obligations survive termination of this Agreement for a period of three (3) years.

13. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by circumstances beyond that party's reasonable control, including but not limited to acts of nature, fire, flood, earthquake, pandemic, governmental actions, war, terrorism, labor disputes, or failures of third-party infrastructure providers ("Force

Majeure Event"). The affected party shall notify the other party promptly in writing and use reasonable efforts to resume performance. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice without liability.

14. Entire Agreement

This Agreement (together with any applicable OEM License Addendum) constitutes the entire agreement between you and Licensor concerning the Software and supersedes all prior agreements, representations, and understandings with respect to its subject matter. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Contact Information

For questions about this Agreement or the Software, please contact:

Company	ASKS GmbH
Email	info@as-ks.de
Website	www.as-ks.de
Address	Tevesstrasse 29a, 78176 Blumberg, Germany

Note: By using this Software, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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