License Agreement for the Usage of the supplied Software Package Universal Modbus Client/Master

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 Mirasoft GmbH & Co. KG. 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 the License Agreement is the supplied software that you have received either directly or from the CODESYS Store. With the provided software, the user is in the position to use and/or to extend the CODESYS Development System and/or implement a CODESYS runtime environment on a specific programmable logic controller (PLC), herein termed "device". The user has the right to install the functions of the Software after installation of the device software and/or the CODESYS Development System. In this way, the user can use the functions as specified in the data sheet of the software.

§ 2 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 an automatic license check by the manufacturer.

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 or to have these processes performed by third parties.

All rights regarding the usage and exploitation of the Software Package remain reserved to Mirasoft GmbH & Co. KG.

§ 3 Warranty

3.1st Mirasoft GmbH & Co. KG 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 Mirasoft GmbH & Co. KG GmbH. The user agrees to provide Mirasoft GmbH & Co. KG 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 Mirasoft GmbH & Co. KG 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 Mirasoft GmbH & Co. KG.

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 Mirasoft GmbH & Co. KG within an appropriate period of time. Mirasoft GmbH & Co. KG may elect in its sole discretion to either rework or repair the errors/defects or provide a replacement.

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§ 4 Limitation of Liability

Mirasoft GmbH & Co. KG is liable for intent and gross negligence. Mirasoft GmbH & Co. KG 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.

Mirasoft GmbH & Co. KG is obliged to act with due diligence. In determining whether or not Mirasoft GmbH & Co. KG 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 Mirasoft GmbH & Co. KG.

Liability under product liability law remains unaffected.

Mirasoft GmbH & Co. KG 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 Mirasoft GmbH & Co. KG 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 Würzburg. 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.