

End User License Agreement for emtas GmbH CANopen client example software

This software license agreement (following named "Agreement") is a legal agreement between you and your company ("Client") and emtas GmbH ("emtas"). By using the binary software program and other components, like documentation and EDS files included in the zip or tgz file package ("Software"), Client agrees to be bound by the terms of this Agreement. If Client does not agree to the terms of this Agreement, Software and the accompanying items (including any written materials, and binders or other containers) shall be promptly uninstalled and deleted or destroyed.

§1 Scope of delivery of CANopen example software

1.1 Software is provided as it is. emtas does not guarantee that Software embodies all necessary legal provisions and all standards related to the Software.

1.2 Software is delivered in a machine-readable format (object code, hex-files or executables), together with installation instructions and user documentation provided in PDF format.

§2 Right to use software

2.1 emtas grants to Client the right to use Software to the extent agreed in this agreement. Client may use Software solely for its own purposes.

2.2 Software is provided free-of-charge to Client as free supplement to the existing emtas software and hardware products.

2.3 The Client agrees to use Software only on configurations that emtas has declared to be compatible with Software.

§3 Performance

3.1 Client shall be responsible for the installation of Software on its IT-system.

3.2 Client shall be responsible for the implementation of Software, Client is also responsible to test Software under the conditions it shall be used before using it productively.

§4 Client's Responsibilities for Software Protection

4.1 Client acknowledges that Software and the related documentation including future versions are copyrighted, and represent confidential information and trade secrets proprietary to emtas. Client shall take all necessary steps to avoid disclosure of the source code of Software and the related documentation to any third party. If Software is delivered in source-code, Client shall make it available to any third party only with emtas's permission. Client's obligation shall be permanent.

4.2 Client may copy Software only for back-up purposes.

4.3 Client shall not be entitled to copy, translate, modify or develop any works based on provided user documentation. Client may make copies of the user documentation only if admissible and only for internal purposes.

4.4 emtas may revoke Client's right of use, if Client substantially violates its obligations referring to software protection.

§5 Support

5.1 emtas shall not be obliged to provide support for Software.

§6 Warranty and Maintenance

6.1 Software is given away for free without maintenance and warranty. Client may report deficiencies to emtas. emtas may develop, update and upgrade Software at its sole discretion and without prior announcement. This includes implementation of new features and the adaptation to system software.

§7 emtas's Liability

7.1 emtas, its affiliates and/or its suppliers shall not be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information damages for loss of data, or software restoration, or any other pecuniary loss) arising out of the use of or inability to use the software, even if emtas has been advised of the possibility of such damages.

7.2 in any case, the entire liability of emtas, its affiliates and its suppliers, under any provision of this agreement, shall be limited to the amount of the payments made by client to emtas for this software. You may claim for higher liability of emtas, but must then pay a third charge for the aggravated risk.

§8 General Matters

8.1 This Agreement shall constitute the entire agreement between the parties and shall not be altered, amended or canceled, except in writing and with the consent and signature of all parties concerned.

8.2 The parties, if they are merchants by registration, hereby submit to the jurisdiction of emtas's main place of business.

8.3 This Agreement shall conform with and be governed by the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods (which has been incorporated into German law) shall not apply to foreign Clients.