

Software licence conditions

1. Definitions

Software: of ifm electronic

Licensor: ifm electronic gmbh

Licensees: Natural or legal person who has received the software from the Licensor for the purpose of use

2. Copyright

Copyright (C) 2015 ifm electronic gmbh, Essen.

3. License grant:

With the Licensee's agreement of these license conditions, the Licensor grants the Licensee a non-exclusive, non sub-licensable, non-transferable licence for an unlimited period of time for the use of the software, subject to any restrictions in these licence conditions.

4. Property

The Licensor is the owner of all rights to the software or at least entitled to grant licences according to these licence conditions. With the exception of the licence according to these licence conditions, the Licensee is not granted any rights to the software, especially no property rights or the right to register intellectual property rights.

5. Conditions of use

The software may only be used and applied by the Licensee. Any use by third parties without permission from the Licensor is prohibited.

The software may not be duplicated, transferred or made available to third parties in any other way. Other than for backup purposes, the Licensee may not copy the software. Any sub-licensing to third parties is prohibited.

Moreover, decompiling, reverse engineering, disassembling, translation, integration, adjustment and transformation of the software to a modifiable form or the creation of a derived version of the software as a whole or in parts are prohibited.

The use of the software is restricted to one unit.

6. Obligations of the Licensee

The Licensee is solely responsible for the provision of a functional hardware and software environment.

The Licensee has the responsibility to assure regular data backup of his system.

7. Limited Warranty

The Licensor points out that due to the current state of the art and despite greatest care, program errors cannot be excluded with absolute certainty.

The Licensor shall ensure that the software is free of viruses, trojans, spyware or any other malware at the time of delivery. Additionally, the Licensor guarantees that the software responds in all essential aspects in accordance with the product specification. The Licensor assumes no warranty for any specific purpose, the achievement of specific results or the capability to collaborate with other products.

If the software proves to be faulty, the Licensor shall first get the opportunity to remove the defects – depending on the type of defect and other conditions even several times – by means of supplementary performance or replacement. If the supplementary performance fails, the Licensee may claim reimbursement of the paid licence fees. Further claims can only be raised under the conditions mentioned in Section 7.

8. Limitation of liability

Regardless of the legal nature of the corresponding claim, the liability of the Licensor for any damage or expenses resulting from the use of the software is restricted as follows:

The Licensor is legally liable for any damage caused to the Licensee due to gross negligence or intentional conduct of the Licensor or due to culpable damage to life, body or health or insofar as liability is mandatory according to the Product Liability Act.

For any other damages, the liability of the Licensor is limited to the violation of essential contractual obligations. Essential obligations are obligations that must be complied with in order to ensure proper execution of the contract and on whose compliance the Licensee may trust.

In case of negligent violation of essential contractual obligations by the Licensor, the liability is limited to predictable damages typical for the contract.

The liability of the Licensor for data loss is limited to the typical expenses necessary for data recovery that are normal and customary, provided that backups were made at regular intervals. The Licensee undertakes to back-up his data regularly.

9. Applicable law

This agreement and all legal relationships connected to it shall be governed by the law of the Federal Republic of Germany.

The place of jurisdiction for all disputes arising from this agreement shall be Essen.

Date: December 2015