

Licensing Agreement concerning use of Software Development Kit (SDK) Generation 3

This is an agreement between you and FEIG ELECTRONIC GmbH (hereafter "FEIG") for use of provided software, application programs, program libraries, source code examples and the connected documents, hereafter called licensing material. By installing and using the licensing material you agree to all terms and conditions of this agreement without exception and without limitation. If you are not or not completely in agreement with the terms and conditions, you may not install the licensing material or use it in any way.

§1 Subject and Scope of the Agreement

1. FEIG grants you the non-exclusive and non-transferable right to install the licensed material and to use it under the conditions specified below.
2. The licensed material is intended for use by an individual developer (single user license). You may install all the components of the licensed material on a hard-disk of a single computer which is intended for your use.
3. Installation and use may also include a network fileserver as long as the use is exclusive to the licensee. A separate license is required for any additional user.
4. You may make a backup copy of the licensed material.
5. FEIG grants you the right to use the documented libraries for developing your own application program and to sell these libraries only together with your application programs without payment of licensing fees so long as these application programs are used only to control or operate devices and/or systems which are developed and/or sold by FEIG.

6. FEIG grants you the right to use and modify the source code of the supplied program examples for developing your own application programs and to sell these application programs together with the libraries without payment of licensing fees so long as these application programs are used only to control or operate devices and/or systems which are developed and/or sold by FEIG.

§2 Protection of the Licensed Material

1. The licensed material is the intellectual property of FEIG and its suppliers. The licensed material is also protected by German copyright law, International Treaty provisions and the laws of the country in which it is used. Structure, organization and code of the licensed material are the valuable trade secrets of FEIG and its suppliers.
2. You agree not to change, modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the executable application programs, program libraries and documents.
3. To the extent that FEIG has applied protection marks, such as copyright marks and other legal restrictions in the licensing material, you agree to keep these unchanged and to use them unchanged in all complete or partial copies which you make.
4. The publication and transmission to third parties of licensed material prohibited as long as no explicit agreement to the contrary has been established between you and FEIG. This provision does not apply to such application programs as have been created and sold under §1 Par. 5 of this Agreement.

§3 Warranty and Limitation of Liability

1. You agree with FEIG that it is not possible to develop electronic data processing programs such that they are without defect for all application conditions. FEIG calls explicit attention to the fact that the installation of a new program may affect already existing software, including software which does not run simultaneous with the new software. In no event will FEIG be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings. If you want to be sure that no already installed program will be affected, you may not install the licensed material.

2. FEIG calls explicit attention to the fact that the use of the licensed material may result irreversible settings and adjustments to devices which may in turn destroy or otherwise make them unusable. FEIG assumes no liability for such actions whether knowingly or unknowingly.

3. FEIG provides the software "as is" and without any warranty. FEIG cannot guarantee the performance or the results you obtain from using the licensed material. FEIG assumes no liability or guarantee that the protection rights of third parties are not violated, nor that the software is suitable for a particular purpose.

4. FEIG call explicit attention the licensed material is not designed with components and testing for a level of reliability suitable for use in or in connection with surgical implants or as critical components in any life support systems whose failure to perform can reasonably be expected to cause significant injury to a human.

To avoid damage, injury, or death, the user or application designer must take reasonably prudent steps to protect against system failures.

§4 final clause

1. This Agreement contains the complete licensing terms and conditions and supersedes any prior agreements and terms. Changes and additions must be made in writing.

2. If any provision in this agreement is declared to be void, or if for any reason is declared to be invalid or of no effect, the remaining provisions shall be in no manner affected

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thereby but shall remain in full force and effect. Both parties agree to replace the invalid provision with one which comes closest to its original intention.

3. This agreement is subject to the laws of the Federal Republic of Germany. Place of jurisdiction is Frankfurt a. M.

Please direct any questions pertaining to this agreement to:

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