

Software License Agreement for the Fujitsu USB Firmware API - FUFA

§1 General & Definitions

§1.1 Thesycon Software Solutions GmbH & Co. KG ("THESYCON") is willing to license the accompanying software program Fujitsu USB Firmware API ("Software") to You (the licensee) only if You accept all of the terms in this license agreement. If You do not agree to these terms, THESYCON will not license the Software to You, and You should immediately delete all copies of the Software You have in any form.

§1.2 THESYCON grants You, as an individual or a legal entity, a non-exclusive license to use the Software according to the terms and conditions defined below.

§1.3 This license agreement applies to the product Fujitsu USB Firmware API only. The Fujitsu USB Firmware API is provided by THESYCON free of charge.

§2 Copyright and Ownership

THESYCON is and remains the sole and exclusive owner of the Software and the accompanying written materials. Besides the rights to use the Software as defined by this license agreement You receive no further rights concerning this Software.

§3 Use of the Software

You may install and use the Software on any number of computers or devices. You are permitted to distribute the Software, in whole or in part, to third parties. There is no limit on the number of units, which may be distributed.
You can modify and compile the source code. You can distribute the derived software with your products.

§4 Product Updates

THESYCON reserves the right to modify and enhance the Fujitsu USB Firmware API product in the pursuit of engineering progress. THESYCON may change and/or update the contents and implementations of its products at any time without prior notice.

§5 Limited Warranty and Liability

§5.1 The Software is provided "as is". THESYCON does not warrant the suitability of the Software for a particular purpose. THESYCON will not provide any technical support concerning the Software.

§5.2 In no event shall THESYCON be liable for any direct or indirect damages (including, but not limited to, loss of data, loss of profit, or business interruption) arising in any way out of the use of this Software.

§6 Termination of the License Agreement

If You are in breach of any of the terms of this license agreement, the agreement is cancelled. After the cancellation of the agreement, You are not permitted to continue to use or to distribute the Software, either in whole or in part.

§7 Miscellaneous

§7.1 You are not permitted to transfer or assign Your rights and duties arising from this license agreement to a third party.

§7.2 This agreement is governed by the laws of the Federal Republic of Germany. The place of jurisdiction shall be Meiningen (Germany).

§7.3 Should any provision of this license agreement be held to be invalid by any court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remainder of the license agreement shall nonetheless remain in full force and effect.