

Non-exclusive Software License Agreement for PnP Driver Installer for Windows

§1 General & Definitions

§1.1 Thesycon Software Solutions GmbH & Co. KG ("THESYCON") is willing to license the accompanying software program PnP Driver Installer for Windows ("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 If You have not yet purchased a license to the Software, THESYCON grants You the right to use the Demo version of the Software for an unlimited evaluation period. The Demo package may freely be distributed or passed to third parties.

§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

The terms of use are defined below according to the license You have purchased.

§3.1 Runtime License

You may install and use the Software on any number of computers at the site for which the license was given. You are permitted to distribute the Software as described in the reference manual as long as the distributed files are for use with Your hardware products. You may use the software with any number of hardware products. You are also permitted to authorise anyone who manufactures or sells these hardware products to copy the Software, or parts of it, and distribute the copies if the distributed files are for use with Your hardware products. There is no limit on the number of units which may be distributed.

You are not permitted to transfer or assign Your distribution rights to a third party. You may not reverse engineer, decompile, or disassemble the Software.

§4 Product Updates

THESYCON reserves the right to modify and enhance the PnP Driver Installer 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 has been tested and it has the properties and functions described in the accompanying documentation. THESYCON does not warrant the suitability of the Software for Your specific purpose.



Thesycon® Software Solutions GmbH & Co. KG

§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

§6.1 If You are in breach of any of the terms of this license agreement, THESYCON may cancel this contract immediately. 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.

§6.2 In case of any termination of the agreement, You are obliged to immediately return to THESYCON the Software that You have obtained under this agreement as well as all working and backup copies or to destroy them.

§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 Jena (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.