

## **IMPORTANT – PLEASE READ CAREFULLY**

### **End User License Agreement (EULA) status 11/2021**

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This EULA covers these points of agreement:

Software product usage, description of further rights and restrictions, software release, personal use, copyright, liability for defects and damages, Important Safety Advice, copyright of other products, other provisions.

#### **Software product usage**

The SOFTWARE PRODUCT will exclusively be handed over to you based on a contract to be concluded between Indi.An GmbH and you.

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You are entitled to use the SOFTWARE PRODUCT based on the contract, which is respectively to be concluded separately with Indi.An GmbH, as long as this is not objected to by any other EULAs. You are not entitled to Reverse Engineering of the SOFTWARE PRODUCT, to decompile, to disassemble or otherwise to change the SOFTWARE PRODUCT and to make it available under the same or any other name. You are not entitled to separate its components and / or put under the same name available. Where this EULA does not affect licensing rights of other software products, these remain in their entirety.

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The forwarding or handing over of the SOFTWARE PRODUCT to third parties is not permitted. Insofar as not otherwise agreed in this EULA you shall receive a simple, non-exclusive, time unlimited licence to use the SOFTWARE PRODUCT based on the contract, which is respectively to be concluded with Indi.An GmbH. The assignment of the development licence to third parties (e.g. subcontractors) is liable to reporting and not permitted without the written consent of Indi.An GmbH. Further term licences against payment of a fee are required for execute the development results ensuing from the SOFTWARE PRODUCT.

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## **Important Safety Advice**

With the SOFTWARE PRODUCT you or the user are placed in a position to create / modify and control plants, machines or similar objects at your own discretion. For this purpose the user must incorporate own knowledge or various activities. Before the work result ensuing can be used on the plant, machine or similar object, the creator of a project must have tested all functions and have checked these for the impeccable function and impeccable interaction with the plant, machine or similar object. These tests should be repeated after each modification of the created software and following each change of plant, machinery or the like or the periphery (network, server etc.).

If malfunctions occur or be discovered, it is not allowed to operate the SOFTWARE PRODUCT at the plant, machinery or similar.

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All listed trade names may be trademarks or product number of companies or registered trademarks or product number of companies. All rights are accepted and belong to their respective companies.

## **Other provisions**

In addition to this EULA the General Terms of Delivery and Services of Indi.An GmbH shall apply, which are attached as an annex with this EULA.

Annex: General Terms of Delivery and Services of Indi.An GmbH