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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.

The Community-Edition, the Private Edition and the Basic-Edition can't be used in server operating systems. With these editions no virtualization is possible.

Where this EULA does not affect licensing rights of other software products, these remain in their entirety.

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Activating the software

In order to use the software, activation is required. We will generate and send you a hardware key which contains information about the computer and serial key. Activation is not required if you are using a dongle.

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You may install, activate and use the license of the SOFTWARE PRODUCT on one computer provided it is used by only one person. You may also install, activate and use the license of the SOFTWARE PRODUCT on a second portable device, laptop or home computer for the exclusive use of the same person only. An additional license is required for each additional computer. The runtime environment can be passed on to anyone you like. Additional runtime licenses are not required.

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Requests for automatic software updates will be sent automatically via the Internet; the serial key is encrypted, but no personal data will be used or saved. This function can be deactivated in the settings.

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Liability for defects, damages and reimbursement of expenses

a) Liability for defects

1. The customer is aware that the software created by Indi.An GmbH as a rule is subject to a continuous adjustment process and the software inevitably is not free of all interferences to its function and faults. In particular the usability of the software does not only depend on the commissioning by the customer, the operation and the hardware environment, but also

on technical adjustments to use-specific requirements to be carried out by the customer.

Accordingly Indi.An GmbH – subject to a liability according to § 8 Par. 1 GTCs (here: b) Liability for damages and reimbursement of expenses Par. 1) – shall not be liable for an impairment to the function of the software, which results from hardware defects, ambient conditions, false operation by the customer or similar conditions.

2. Insofar as Indi.An GmbH finally refuses the subsequent satisfaction or this finally fails or is not deemed reasonable for the customer the customer can cancel the contract in writing, reasonably reduce the remuneration, request damages or reimbursement of expenses.

3. The liability for defects of Indi.An GmbH shall cease to apply subject to liability according to § 8 Par. 1 GTCs (here: b) Liability for damages and reimbursement of expenses Par. 1) insofar as the software is treated improperly by the customer or is used in a defective or non-compatible hardware or software environment. The same shall apply to the event that the customer unjustifiably makes changes to the software delivered by Indi.An GmbH.

4. Indi.An GmbH guarantees that the use of the software by the customer as per contract is not opposed by any rights of third parties.

5. The customer is informed that, within the framework of its duties to show care and attention, he must check before a first use of the software whether the installation of the software could lead to special interferences with already installed software, and further has to ensure a backup of his data before the first installation and during the regular operation and in the event of a presumed software fault he must take all reasonable additional backup measures.

6. Our obligation to pay compensation is oriented to the paragraph b) Liability for damages and reimbursement of expenses.

7. The afore-mentioned regulations are not associated with any reversal of the burden of proof for the disadvantage of our customers.

b) Liability for damages and reimbursement of expenses

1. Claims for damages and reimbursement of expenses (hereinafter jointly “claims for damages”) of the customer against Indi.An GmbH, no matter for what legal grounds, are excluded unless they are based on the provisions of the Product Liability Act, a wilful or grossly negligent breach of contractual or statutory obligations by Indi.An GmbH, health damages and physical injuries of the customer as a result of a breach of obligation, for which Indi.An GmbH is responsible, the assumption of a guarantee for the existence of a property or the breach of essential contractual duties (cardinal duties) by Indi.An GmbH. Essential contractual duties (cardinal duties) are such duties, the satisfaction of which makes the proper execution of the respective contract, which is to be concluded based on these terms and conditions, possible at all and on the compliance with which the customer may rely as a rule.

2. In the event of the breach of essential contractual duties by Indi.An GmbH the customer’s claim for damages against Indi.An GmbH is limited to the typical, foreseeable damages for the contract insofar as Indi.An GmbH is not liable for wilful or grossly negligent breaches of duty, not for health damages and/or physical injuries or owing to the assumption of a guarantee for the existence of a property. The damage is deemed foreseeable, if the realisation of which can typically be expected with the breach of the respective typical obligation for the contract.

3. If Indi.An GmbH is in default with the service then the damages of the customer due to delay – insofar as none of the liability cases stated in the afore-mentioned Par. 1 exist – are limited to the (expected) total remuneration of the respective contract.
4. Such a breach of duty of its legal representative or vicarious agents is deemed equivalent to a breach of duty by Indi.An GmbH.
5. § 7 Par. 7 GTCs (here: a) Liability for defects Par. 7) shall apply accordingly.

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Important Safety Advice

With the SOFTWARE PRODUCT you or the user are placed in the position to create / change a QuickHMI project in order to monitor and to 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 from this (product) 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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Severability clause

If any provision of this agreement becomes invalid, this will not affect the remainder of the provisions. The law will apply in lieu of the invalid clause.

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Oracle

Microsoft

MIT

LGPL-3.0

IP_IDP

CPOL

Apache 2.0

Oracle Technology Network Development and Distribution License Terms

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You will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists.

You will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

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Last updated: 01/24/09

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Version 3, 29 June 2007

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