

**End User License Agreement (EULA)****status 12/2022**

This End User License Agreement (hereinafter called EULA) is a legal agreement between you (either an individual or a single entity) and Indi.An GmbH, hereafter provided for the software product PLCcom (hereinafter called SOFTWARE PRODUCT), and the associated media and printed materials and possibly documentation in online or electronic format. By installing the SOFTWARE PRODUCT, copying, or otherwise, you agree to be governed by the provisions of this EULA's bound. If you do not agree with the terms of this EULA's, please don't use the SOFTWARE PRODUCT on your systems.

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.

**Description of further rights and restrictions**

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.

You are not authorized to use the SOFTWARE PRODUCT in a standard software. Under standard \* is a software system that covers a clearly defined scope and can be purchased as ready-made product. If the customer wants to use the SOFTWARE PRODUCT in a standard software, this is negotiating separately with the company Indi.An GmbH. You are entitled to the SOFTWARE PRODUCT in its custom software to use. Among individual software goes, the software is specifically designed for use with a client or company.

\*Source: <http://de.wikipedia.org/w/index.php?title=Standardsoftware&oldid=61110083>

**Software release**

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.

### **Copyright**

All title and copyrights to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and applets incorporated into the SOFTWARE PRODUCT), the accompanying printed materials and any copies of the SOFTWARE PRODUCT are at Indi.An GmbH, provided that the components in their original form.

### **Liability for defects and damages**

Indi.An GmbH shall be liable according to the General Terms of Delivery and Services. These are attached as an annex.

### **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.

### **Copyright of other products**

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