Licensing Agreement Concerning Use of the Software Collection OBID Software Development Kit for Java (ID ISC.SDK.JAVA)

This is a contract between you and FEIG ELECTRONIC GmbH (hereinafter called "FEIG") concerning the use of the provided software, application programs, program libraries, source code examples and the connected documents, hereinafter called licensed material. By installing and using this licensed material you agree to be bound to all the terms and conditions of this Agreement without exception or limitation. If you are not fully or partially in agreement with the terms of this contract, you are prohibited from installing or otherwise using the material(s). The material is property of FEIG and is protected by international copyright law.

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- 1. FEIG grants you the right to install the licensed material and to use it under the conditions specified below.
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- 4. You may make a backup copy of the licensed material.
- 5. FEIG grants you the right to use the documented Java library OBIDISC4J.jar, as well as the necessary native libraries, for developing your own application program and to sell this Java library OBIDISC4J.jar, as well as the necessary native libraries, only together with your application programs without payment of licensing fees so long as these application programs are used only to control or operate devices and/or systems which are developed and/or sold by FEIG.
- 6. FEIG grants you the right to use the source code of the supplied program examples for developing your own application programs and to sell these application programs together with the Java library OBIDISC4J.jar, as well as the necessary native libraries, without payment of licensing fees so long as these application programs are used only to control or operate devices and/or systems which are developed and/or sold by FEIG.

§2. Protection of the Licensed Material

- 1. The licensed material is the intellectual property of FEIG and its suppliers. The licensed material is also protected by German copyright law, International Treaty provisions and the laws of the country in which it is used. Structure, organization and code of the licensed material are the valuable trade secrets of FEIG and its suppliers.
- 2. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the executable application programs, program libraries and documents.
- 3. To the extent that FEIG has applied protections such as copyrights and other legal restrictions, you are required to retain these without modification and to incorporate them in unmodified form into all complete or partial copies which you produce.
- 4. The publication and transmission to third parties of licensed material prohibited as long as no explicit agreement to the contrary has been established between you and FEIG. This provision does not apply to such application programs as have been created and sold under §1 Par. 5 and Par. 6 of this Agreement.

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- 2. FEIG calls explicit attention to the fact that installing the licensed material may result in irreversible settings and adjustments to devices which may in turn destroy or otherwise make them unusable. FEIG assumes no liability for such actions whether knowingly or unknowingly.
- 3. The Licensed material is being delivered to you AS IS and FEIG makes no warranty as to its use or performance. FEIG makes no warranties, express or implied, as to non infringement of third party rights, merchantability or fitness for any particular purpose.
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To avoid damage, injury, or death, the user or application designer must take reasonably prudent steps to protect against system failures.

§ 4 Other

- 1. The parties agree that this constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Any modifications or additions must be made in written form.
- 2. If any provision in this Licensing Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Licensing Agreement if no such modification is possible, and other provisions of this Licensing Agreement shall remain in full force and effect.
- 3. This License Agreement shall be construed, interpreted, and governed by the laws of the Federal Republic of Germany and the venue of any legal action against FEIG shall be Weilburg.

Please refer any questions concerning these Agreements to:

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