EULA

End User License Agreement

Dallmeier electronic GmbH & Co.KG expressly points out that products purchased, including any installed software as well as actual software products are protected by copyright and the industrial property rights of both the manufacturer and third parties. The following license provisions apply for the use and any other handling of these products. These license terms apply only to products which do not contain any open-source software. The license terms applicable to the open-source software are made available with the respective documentation of the products. Should a product or software product purchased from Dallmeier be re-sold through the purchaser, the purchaser must undertake to inform its customers about these regulations and to include the following license provisions in the contract concluded with its customer.

A digital version of these license provisions is available (in German and English) in the section "Terms and Conditions" on www.dallmeier.com.

The company
Dallmeier electronic GmbH & Co.KG
Bahnhofstr. 16
93047 Regensburg
Germany
(vendor)

grants the end user (customer) the following rights to the software purchased:

§ 1 Inclusion of license provisions
The customer agrees to the following provisions when concluding contracts covering Dallmeier products with installed software or actual software products. The customer affirms having thoroughly read, acknowledged and agreed to the following provisions before purchasing the products.

§ 2 Scope of the right of use
(1) The software programs provided by the vendor and related documentation may only be used by the customer itself within the scope of a single license. When purchasing the software, the customer purchases a right of use whose scope is defined by the purchase order (e.g. for the number of licenses).
(2) The customer is not granted an exclusive right of use in terms of an exclusive license.
(3) The vendor keeps the ownership of the software and keeps the right to use the software by himself or to assign further licenses to third parties.
(4) If the software is assigned to third parties, the transfer of the right of use is only allowed within the permitted scope of this agreement. The customer shall commit the purchaser to the adherence to these license provisions in writing.

§ 3 Restriction to the right of use
(1) The software may not be changed or copied or replicated if such action is not covered by the contractual purpose agreed upon.
(2) Particularly the sale of such duplicates and any other transmission to third parties are prohibited.
(3) The software provided may neither be revised, decompiled or changed nor used separately or reverse engineered.
(4) Indications of copyright, serial numbers and other notes to identify the programs may not be removed.
(5) The products and software products may contain a copy protection which may not be bypassed.

§ 4 Industrial property rights
(1) Any copyrights and other industrial property rights are reserved, as long as they have not been expressly transferred to the customer by the concession of a right of use.
(2) In particular, the copyright includes program code, documentation, appearance, structure and organization of the program files, name of the program, logos and all other methods of description within the software. The vendor is entitled to all rights which result from the copyright.

§ 5 Warranty and liability
(1) The vendor and its suppliers do not assume any warranty for products or software products. Statutory rights of the customer towards its contract partner in the event of defects remain unaffected.
(2) The vendor assumes liability in the event of intention, gross negligence or slight negligence as far as these affect the performance of contractual obligations. The statutory liability provisions remain unaffected.

See more.

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§ 6 Confidentiality

As far as company secrets are disclosed to the customer when he uses the license, the customer undertakes to keep these secrets strictly confidential for an unlimited period. In particular, the customer undertakes to hold in strict confidence and neither to disclose in whole or in part nor to pass software and documentation on to third parties, unless expressly allowed in this Agreement or in another written statement of the vendor.

§ 7 Expiration of the rights of use

(1) The rights of use for the products and software products expire with immediate effect should the provisions described above be infringed.
Further rights of the vendor, e.g. to indemnities, are reserved.

(2) If the right of use is terminated or expires due to other reasons the customer is obligated to return the software with all copies and the documentation to the vendor. If physical return of the software and the respective copies is not possible due to technical reasons the customer is obligated to delete it and to confirm the deletion to the vendor.

§ 8 Final provisions

(1) All rights and obligations of the contract parties are regulated in this contract. Modifications or supplements to this agreement as well as this clause must be in written form and signed by both parties.

(2) Should individual clauses of this contract not be operative or lose their legal effect due to a later circumstance, or if the contract contains a loophole, the legal effect of the other clauses remains unaffected hereby. Instead of the ineffective contract clauses or in order to close the loophole, a suitable provision shall apply which comes as close to what the contract parties would have wanted as far as legally possible, had they considered this point.

(3) The non-unified law of the Federal Republic of Germany (German Civil Code, German Commercial Code) shall apply regarding all claims and rights resulting from this agreement. The validity of the UN Uniform Law on the International Sale of Goods (CISG) is explicitly excluded. This applies also insofar as the exercise or breach of rights takes place abroad. Place is jurisdiction is the business location of the vendor.

See more.