

By installing or using this software, you are agreeing to become bound by the terms of this agreement, which includes the software license and limited warranty.

1. Subject Matter of Agreement

a) The subject matter of this agreement is the program(s) stored in this software-package, the program documentation, as well as any other written material belonging to it or them, hereinafter also called "software".

b) B&R calls attention to the fact that current technology does not allow the construction of software that functions absolutely error-free in all applications and combinations. The subject matter of this agreement is, therefore, only software that functions basically according to the program description or the usage manual.

2. Grant of License

a) The physical software is copyrighted either by B&R or by third companies.

b) Inasmuch as the copyright is held by a third company, you are obligated to comply with all purchase, delivery, and any other terms of the third company concerning the product. These terms will be applied prior to all other terms of this agreement.

3. Use Restrictions

a) B&R grants you the non-transferable, non-exclusive right to use this software on one computer for an undetermined period of time (hereinafter called "license"). As license, you are allowed to make copies of the software for backup purpose only.

b) You are allowed to derive applications from the software, under the condition that this type of software product permits such (software library, programming tools). In this case, the application derived may be transferred to a third party as well.

c) No further use is permitted. It is especially prohibited to transfer the software or material belonging to it, or in any way make it available, whether for profit or otherwise, to a third party without the prior, written permission of B&R.

d) With the purchase of this product, you receive only the ownership of the physical media(e) on which the software is recorded, and the written material belonging to it or them. Concerning the software itself, you receive only the right of usage according to the terms of this agreement. The proprietary right and copyright are retained by B&R. In addition, B&R reserves the right to publish, copy, edit, commercialize, or treat the software in any other way related to their copyright.

e) The software and the written material belonging to it are copyrighted. Inasmuch as the software is not copy-protected, you are allowed to make one, individual copy for backup purposes. You are obligated to affix the same type of copyright notice on the copy as is affixed to the original disk. Copyright notices contained in the software, as well as registration numbers that are included, may not be removed or altered. It is expressly prohibited to copy, or duplicate in any other manner, the software or written material, either in part or in whole, in original or altered form, or merged with or contained in other software.

f) B&R has the right to terminate this agreement with immediate effectiveness

if you fail to comply with any one of the terms of this agreement, especially if the term was laid down to protect the rights of B&R or the owner of the copyright. Upon termination of this license agreement, for whatever reason, you are obligated to destroy the original disk(s), all copies of the software, as well as any written material belonging to the software.

g) You are fully liable for any damages, of whatever nature, caused to B&R or the owner of the copyright by your failure to comply with any of the terms of this agreement, but especially by your failure to respect the copyrights.

4. Updates

a) B&R as well as the owner of the copyright have the right to create updates of the software at its own free will.

b) B&R and the owner of the copyright are not obligated to inform you of updates of the software.

c) In the case that either B&R or the owner of the copyright undertake the update of the software at a reduced update price, you may utilize the general subscription right only under the condition that you return the original CD-ROM(s)/disk(s).

d) This term of this agreement applies to any update of the software, whether for profit or otherwise.

5. Limited Warranty and Liability

a) Warranty rights may only be asserted if the defect occurs within the legal warranty period, and provided that you submit a written complaint immediately after discovery of the defect, and otherwise comply with the following terms of this agreement.

b) B&R and the owner of the copyright thus warrant the media(e) on which the software is recorded or otherwise affixed to be free from defects in materials from the date of delivery under normal operating conditions and normal maintenance.

c) If the data media(e) should prove to be defect, you are entitled to demand substitution, provided you return the original disk(s) and all copies that may have been made, as well as any written material and a copy of your receipt to B&R, or to the dealer you acquired the product from.

d) If substitution is not made within a suitable amount of time by B&R or the copyright owner under the terms of section 5.b) of this agreement, you have the right to either a) take a reduction in the price of the product or b) request termination of this agreement.

e) B&R and the copyright owner warrant the functioning of the software as defined in its documentation.

f) B&R and the copyright owner do not warrant that the software fulfills all of your requirements or applications, or that the software is compatible to other programs that you use or select. You, as purchaser, are fully responsible for the correct selection and for the consequences of the usage of the software, as well as for any results intended or obtained from its use.

g) All further warranties exceeding the terms of this agreement, in whatever nature, are expressly excluded.

6. Indemnifications

- a) B&R provides no indemnity or recourse rights in any form, unless the conditions causing the indemnity or recourse were caused by the criminal intent or the gross negligence of B&R. No indemnity rights for damages to materials that an enterprize may incur are provided under the governing product liability law. This exclusion of liability is to be transmitted if the product is transmitted. If you fail to make this transmission, you are liable to B&R for any resulting disadvantages.
- b) By claims under the product liability law from an injured party directly to B&R, the immediate party to this agreement agrees to indemnify B&R, inasmuch as this party caused the damages or helped to cause them.

7. Legal Provisions

- a) Inasmuch as compelling, legal regulations stand in opposition to individual provisions in this agreement, the respective legal regulations will apply.
- b) So far as nothing to the contrary was laid down in this agreement, the following apply in the order stated:
- the business provisions and other provisions of the copyright owner
 - our business provisions
 - the provisions of the Austrian, electrical industry
 - the general, delivery provisions of the Austrian, electrical and electronic industries
 - the relevant precedent, legal regulations

8. Controlling Law

This agreement shall be controlled by the laws of Austria. Any controversy arising under this agreement shall be submitted to the court that has jurisdiction over our registered place of business.