License Terms

With following License Terms Schindler & Schill GmbH, Im Gewerbepark D33, 93059 Regensburg (hereinafter called „Licensor") regulates the rights for using „**GerberLogix**" (hereinafter called „Software") for customers and other parties entitled to use (hereinafter called „Licensee").

The German version of these terms of license shall be applicable as the only and original version of these terms of license. The english version shall only be regarded as a translation-service from licensor for licensee.

I. General regulations

(1) The following conditions apply for the grant of use of the software.

(2) All data entered for the conclusion of the contract may be stored by the licensor.

(3) If the licensee grants a sublicense to his respective contractual partner, he is obliged to bring the contract into compliance with the following provisions and not to proceed contrary to the following license conditions, as well as to submit it to the licensor in writing for confirmation, as a right of use can only be transferred with the consent of the author.

(4) If copyright provisions are circumvented, the consequences of §§ 97 ff. UrhG are triggered. These provisions govern claims for copyright infringement, including injunctive relief and damages.

(5) The software is protected by copyright laws and international copyright treaties as well as by other laws and agreements on intellectual property.

II. Object of contract

(1) Depending on the individual agreement with the Licensor, the Licensee shall have access to either a paid ("commercial version") or a free ("free version") version of the Software. If the following provisions do not differentiate between these two license types, the provisions shall apply equally to both license types.

(2) The free version only authorizes private use of the software.

(3) The commercial version authorizes the commercial use of the software.

(4) The licensor is obliged to transfer the right of use of the software in non-exclusive way under the restrictions, written down below.

(5) Each conditions depend on the respective license.

(6) The contractual object of the free version of the software comprises the free use of the software for an indefinite period for private use.

(7) The free version is only available with the "Node-ID" license system. The

commercial version is available with a dongle or floating license.

(8) The acquired right of use is a non-exclusive one.

(9) The one-time transfer of the rights of use to the software constitutes fulfillment within the meaning of § 362 para. 1 BGB. This provision states that the debtor has fulfilled its obligation as soon as the performance owed has been effected.

(10) Installation and individual adaption is not a part of the contract.

(11) When using the free version, the Licensor is entitled to display dynamic web content such as product information, news regarding other products of the Licensor or advertising to the Licensee within the Software.

III.   General Provisions to the rights of use

(1) Renting is not allowed.

(2) All rights of use shall remain with the Licensor and exclude any further exploitation, in particular any modification, decompilation or disassembly of the Software.

(3) The licensee is not entitled to decompile, reverse engineer, disassemble or otherwise attempt to reconstruct the source code of the software or its underlying structure, ideas or algorithms.

(4) Removal of the proof of origin, copy protection or similar protection routines is also not permitted.

(5) The licensee is permitted to make a single backup copy for backup purposes.

(6) Legal protection: The software is protected by copyright laws and international copyright treaties as well as by other laws and agreements on intellectual property.

IV.   Contents and obligations of use regarding to the different types of licences

(1) NodeID license (only for free version)

   a) An activation code is required from the licensor. This is linked to the individual ID of the licensee's personal computer. This ID is generated during the registration/activation process and transmitted to the licensor.

   b) Since fulfillment occurs with the one-time provision of the software download, the Licensor is not obliged to resend the software or the activation data once it has been provided and received.

   c) Should the Licensee change his personal computer and thus require a new activation code, the registration process for the free version may have to be carried out again by the Licensee.

   d) The use of the software is permitted for an indefinite period, unless your respective contract specifies a specific contract term. The rights of use are valid according to the offer, non-exclusive and non-transferable.

(2) Dongle license (only for commercial version)

   a) The dongle can be used for licensing on any computer immediately after the licensor has sent it to the licensee.

   b) If the dongle is defective within one year of purchase or exhibits a defect during use, it can be returned to the Licensor and exchanged for a new dongle free of charge (with the exception of dongles that have been deliberately damaged). After this year, a replacement is only possible if there is a valid maintenance and support contract for the license. In all other cases, a dongle exchange is excluded. The costs for returning the defective dongle shall be borne by the customer.

   c) In this case, the licensee is obliged to inform the licensor of the exchange in writing.

   d) Unless otherwise contractually agreed, virtualization of the dongle license via software services, remote desktop connections or other comparable technologies is not permitted. The dongle must be connected directly to the computer of the respective user of the license.

   e) Internal error messages may be collected.

   f) The use of the software is permitted for an indefinite period, unless your respective contract specifies a specific contract term. The rights of use are valid according to the offer, non-exclusive and non-transferable.

(3) Floating license (only for commercial version)

   a) The licensee receives a license file for the respective number of purchased licenses for download in the customer login. The license file contains the number and type of floating licenses purchased and is linked to the individual ID of the licensee's license server. This ID is generated during the installation process of the license server component and transmitted to the licensor.

   b) This license file is read by the license server component on the server and gives you the possibility to use the licenses on any computer at this network.

   c) The number of simultaneous users of floating licenses may not exceed the number of licenses purchased.

   d) The use of the software begins when a user opens the software and ends a few minutes after the user closes the software.

   e) Since fulfillment occurs with the one-time provision of the download of the software, the licensor is not obliged to resend the software or the activation data once it has been provided and received.

   f) However, if the Licensee changes his server computer, the Licensor undertakes to transfer the License Server component to the new server computer in return for reasonable compensation.

   g) In this case, the licensee is obliged to make the former software unusable on the exchanged server computer.

h)	The licensee has the obligation to inform the licensor immediately after the expiration of 8 days after ordering and payment for the software if he has not received the clearance code.

i)	The licensee is obliged to use only one license server per license file at the same time.

j)	Internal error messages may be collected.

k)	You are permitted to use the software for an indefinite period of time, unless your respective contract specifies a specific contract term. The rights of use under the floating license are valid as per the offer, non-exclusive and non-transferable.

l)	Use of the license is only permitted in accordance with the purchased license version (e.g. Single Site, Continental, Global, ...). Circumvention of the license restrictions through virtualization, remote desktop connections or comparable technologies is not permitted. The license may only be used to the extent specified by the respective license version.

(4)	Software online license (SOD) (only for commercial version)

a)	The licensee receives administrator access to the online license system. This allows the licensee to create and manage any number of users, unless otherwise specified in the contract.

b)	The purchased user licenses are stored in the online license system for this administrator access. The number of simultaneous users may not exceed the number of user licenses.

c)	The use of the software begins when a user opens the software and ends a few minutes after the user closes the software.

d)	The licensee has the obligation to inform the licensor immediately after the expiration of 8 days after ordering and payment for the software if he has not received the clearance code.

e)	Internal error messages can be collected.

f)	License management requires license data to be saved online. The licensor creates a history of the licenses issued. This data is made available to the licensee on request to check the use of the license, unless otherwise stipulated in the contract.

g)	Schindler & Schill GmbH stores data for billing and administration purposes for as long as this is necessary.

h)	The availability of the online license system depends on the provider of the web server and may therefore be subject to occasional fluctuations.

i)	The use of the license is only permitted in accordance with the purchased license version (e.g. Single Site, Continental, Global, ...). Circumvention of the license restrictions through virtualization, remote desktop connections or comparable technologies is not permitted. The license may only be used to the extent specified by the respective license version.

V.   Changes and Updates

(1)   The licensor is not obligated to offer updates, service or installation measures („Support") for the software. But such support service can be specially negotiated and agreed to between the parties of the agreement.

(2)   The licensee's defect claims remain unaffected by this regulation.

VI.   Remuneration

(1)   The amount of remuneration for the commercial version is set out in the respective agreement between the parties to the agreement at the time of the conclusion of contract.

(2)   The free version of the software can be made available free of charge.

VII.   Defect Claims

(1)   Commercial version: If a commercial version is provided, the Licensee's rights in respect of defects shall be governed by the statutory provisions of the Federal Republic of Germany. If the Licensee is an entrepreneur, the assertion of warranty rights shall be limited to one year from delivery of the software.

(2)   Free version: If a free version is made available, all defect rights are excluded due to the free nature of the provision. Compensation for damages is excluded as there is no purchase price.

VIII.   Liability

(1)   Exclusion of liability for indirect damages: The Licensor shall not be liable for indirect damages, such as loss of profit, loss of production, business interruption, loss of business information, third-party claims or other financial losses of the Licensee resulting from the use or inability to use the Software, neither for the commercial version nor for the free version.

(2)   Exclusion of liability for loss of data: The Licensor accepts no liability for the loss of or damage to data. The licensee is responsible for carrying out regular and complete data backups and for ensuring that the data is adequately backed up.

(3)   Limitation of liability for slight negligence: The Licensor shall only be liable for slight negligence in the commercial version if a material contractual obligation (cardinal obligation) is breached. An essential contractual obligation is an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the licensee may regularly rely.

(4)   Maximum liability limit: The liability of the Licensor in the event of a slightly negligent breach of material contractual obligations is limited to the foreseeable damage typical for the contract for the commercial version. The Licensor's liability shall in any case be limited to the amount of the license fee paid by the Licensee for the software version concerned within the last year before the damage occurred.

(5) Liability for intent and gross negligence: The Licensor's liability for damages caused by intent or gross negligence on the part of legal representatives or vicarious agents of the Licensor shall remain unaffected.

(6) Liability for personal injury and product liability: The Licensor's liability for damages resulting from injury to life, body or health and under the Product Liability Act shall also remain unaffected.

(7) The Licensor shall only be liable for intent and gross negligence in the free version. Liability for injury to life, limb and health and under the Product Liability Act shall remain unaffected.

IX.   Termination

(1) Termination in the event of breaches: In the event of significant breaches of contractual obligations by the Licensee, in particular breaches of copyright or the license conditions, the Licensor shall be entitled to extraordinary termination. Upon receipt of the notice of termination, the right to use the software shall expire. In this case, the licensee is obliged to immediately destroy all existing original data carriers and copies of the software. The purchase price paid will not be refunded.

(2) In particular, a breach of Clause II. 2 of these License Terms shall result in extraordinary termination by the Licensor.

(3) Purchase of licenses: When purchasing a license, the licensee receives an unlimited right of use, subject to extraordinary termination in accordance with paragraph 1 or 2. The purchase price paid will not be refunded in the event of termination due to breaches of the license conditions.

(4) Written form: Terminations must be made in writing.

X.   Other Stipulations

(1) All changes and amendment of this contract require written form, as well as renouncing the written form itself. There are no oral side agreements.

(2) Each time a new version of the software is downloaded or installed, the licensee must agree to the current license conditions. The use of the software is only permitted on the condition that the licensee agrees to the new license conditions. No separate notification of changes to the license conditions will be sent.

(3) The law of the Federal Republic of Germany shall apply to the exclusion of German private law, international private law and the UN Convention on Contracts for the International Sale of Goods.

(4) Settling of the part of the licensee with claims against the licensor is not allowed, unless undisputed or finally decided claims on the part of the licensees are involved.

(5) If any one of the stipulations of this contract should be or become invalid, the validity of the other stipulations shall not be affected by it.

(6)   If the Licensee is a merchant within the meaning of the German Commercial Code (including GmbHs, AGs and comparable foreign company forms), a legal entity under public law or a special fund under public law, the registered office of the Licensor shall be the place of performance for all contractual obligations. This provision applies worldwide to all licensees, irrespective of their country of origin or the country in which their registered office is located.

(7)   The licensor reserves the right also to sue at the seat of business of the licensee.

(8)   The German version of these terms of license shall be applicable as the only and original version of these terms of license. The English version shall only be regarded as a translation-service from licensor for licensee.

Schindler und Schill GmbH

Regensburg, den 05.08.2024