

Software license terms for the “Egcobox[®] software”

These license terms apply for the “Egcobox[®] software” of Max Frank GmbH & Co. KG (hereinafter: “Frank”). The software is available to you free of charge.

1. Scope of the rights of use

You are herewith granted a non-exclusive, indefinite, non-transferable right to use the software. The software may only be used simultaneously by the number of natural persons stipulated in the license obtained by you. Frank reserves all rights not explicitly granted to you. Frank shall remain the holder of all proprietary rights, copyrights and industrial property rights to the software.

1.1. You are authorized

- (a) to install and use the software,
- (b) to copy the software exclusively for installation and backup purposes.

1.2. You are not authorized

- (a) to install and use the software for purposes other than those stipulated in these license terms;
- (b) to place the software without written consent on charge-based data carriers or websites containing charge-based content;
- (c) to sell, copy, pass on, hire out, lease, sublicense, modify, change, adapt/port, merge, translate, carry out reverse engineering, decompile or adopt into a new product, as well as disassemble the software, parts thereof and/or the documentation in order to produce similar software;
- (d) to change copyright notices, markings/trade marks and/or details of ownership of the software and/or the documentation;

2. Limitations of liability

2.1. You are aware that software can never be entirely free of defects according to the state of the art. Consequently, Frank shall not accept any liability for the correctness of the calculation results determined using the software. You bear the sole responsibility for the calculations results determined using the software. For your own security, Frank recommends that you check the values entered and the results determined and verify the plausibility of the determined results on the basis of applicable standards and certifications.

2.2. In the event of claims for damages and any other liability claims, on whatever legal grounds, including unlawful acts, the following shall apply: Frank shall bear unlimited liability for damage caused wilfully or through gross negligence, for all claims pursuant to the product liability laws and in the event of death, physical injury or impairments of health. In the event of ordinary negligence and unless mandatorily prescribed by law to the contrary, the following shall apply: Frank shall only assume any liability if it is in breach of cardinal contractual obligations. In the event of material or pecuniary damage, this liability is limited to typical and foreseeable losses.

3. Miscellaneous

3.1. The present license agreement shall be governed exclusively by German law to the exclusions of the UN law on sales (CSIG).

3.2. Any legal disputes arising from or in connection with this agreement shall be settled before a competent court having jurisdiction at the place where Frank is domiciled.

3.3. Should individual provisions of this agreement be or become ineffective or invalid, this shall not affect the validity of the remaining provisions hereof.