

## **Software licence for eytron® VMS software products with authorisation of resale**

Read the following licence terms carefully before using the eytron® VMS software on your computer. You express your full consent to the following licence terms upon using the software or upon opening the software packaging. If you are not in agreement with these licence terms, you may not use the software. In this case, you can return the software package to the manufacturer immediately after purchasing or on receipt and the purchase price will be refunded.

### **1. Granting a licence**

ABUS Security-Center GmbH & Co. KG grants you a transferrable, non-exclusive right to eytron® VMS software. In addition, the licence is granted for an unlimited period of time. The licence automatically loses its validity without requiring notice of termination, if you breach the any of the terms of this agreement. In the case of termination, you are obliged to destroy the software and all copies of it. Therefore, you can terminate the licence agreement at any time by destroying the software and all copies of it.

This licence gives you the right to the following:

1. The use of a copy of the software on an individual computer, provided the software is only used on one single computer at all times. The use of the software means that the software is loaded in a temporary memory (e.g. RAM) on a computer or in a permanent memory (e.g. hard drive, CD ROM). If you have purchased multiple licences for the software, you may only use the same number of copies as the licences you have acquired. You do not require an additional licence for a copy of the software, which is installed on a memory medium that is generally accessible, such as a server. If the anticipated number of software users exceeds the number of licences purchased, you must take the appropriate measures or procedures to ensure that the number of people who are to use the software does not exceed the number of licences.
2. A backup of the software can be made for security reasons.
3. The software and all the rights from this licence can be transferred to a third party, provided that you transfer all copies of the software and all the accompanying written material and the recipient has consented to the terms of this agreement. The transfer must include the latest update and all the previous versions.

## **2. Copyright**

The software is protected by copyright. ABUS Security-Center GmbH & Co. KG reserves all copyright entitlements. The software contains material and company secrets protected by copyright which you are obliged to observe. It is not permitted to decompile, reassemble or convert the software or parts of the software into a legible format in any way or to change, adapt, translate, rent, lease, lend or create any products that derive from the software.

The copyright particularly includes the program code, documentation, appearance, structure and organisation of program files, program names, logos and any other display forms within the software. Any duplication, use, forwarding, modification or reproduction of the software content that has not been expressly approved, is not permitted.

## **3. Warranty claims**

**3.1.** Claims against the software warranty must be made to the dealer where you purchased the eytron® VMS software.

**3.2.** As the manufacturer of eytron® VMS software, ABUS Security-Center GmbH & Co. KG can only be held liable under statutory regulations.

In particular, ABUS Security-Center GmbH & Co. KG will not be held liable for the suitability of the software for the purposes of the user or for any direct or indirect damage caused (e.g. from loss of profits, interruption to business operations). No liability can be assumed for loss of data or damage caused by attempting to restore lost data. In particular, ABUS Security-Center GmbH & Co. KG cannot be held liable for improper use of the software, especially if a fault in the software has resulted in an accident, misuse or incorrect use. In each case, ABUS Security-Center GmbH & Co. KG can only be held liable for the amount that was paid for the software. Claims which are based on mandatory statutory regulations, such as product liability, remain unaffected.

#### **4. Miscellaneous**

**4.1.** This licence agreement is subject to German law.

**4.2.** The place of jurisdiction for all legal disputes resulting from this licence agreement is the court responsible for the local branch of the licence issuer in Affing/Mühlhausen, 86444, Germany.

**4.3.** Should any of the terms of this licence agreement become fully or partially invalid, the legal validity of the remaining terms remains unaffected. The invalid term must be replaced with one that is as close to the invalid term in spirit and purpose as possible. Additional agreements are not affected.

**4.4.** Any amendments to this licence agreement must be made in writing. This also applies to the annulment of this written clause.

ABUS Security-Center GmbH & Co. KG  
Linker Kreuthweg 5  
86444 Affing/Mühlhausen  
Germany  
Tel.: +49 8207 959900  
Internet: <http://www.abus-sc.com>  
E-mail: [info@abus-sc.com](mailto:info@abus-sc.com)