

Licensing agreement for use of the Software "ISOStart"

This is an agreement between you and FEIG ELECTRONIC GmbH (hereafter "FEIG") for use of left Software ISOStart and all there constituent and the provided documentation, hereafter called licensing material. By installing and using the licensing material you agree to all terms and conditions of this agreement without exception and without limitation. If you are not or not completely in agreement with the terms and conditions, you may not install the licensing material or use it in any way. This licensing material remains the property of FEIG ELECTRONIC GmbH and is protected by international copy-right.

§1 Object and scope of the agreement

1. FEIG grants you the right to install the licensing material provided and to use it under the following conditions.
2. You may install all components of the licensing material on a hard disk or other storage medium. The installation and use may also be done on a network fileserver. You may create backup copies of the licensing material. Further you are allowed to install an use the licensing material in-house unlimited.
3. The licensing material may only be used in conjunction with devices which are developed and / or produced by FEIG.
4. This license material can depend on third-party software. In case of the use of this third-party software the Third-party Licensing agreements printed in the manual have to be applied.

§2. Protection of the licensing material

1. The licensing material is the intellectual property of FEIG and its suppliers. It is protected in accordance with copyright, international agreements and relevant national statutes where it is used. The structure, organization and code of the software are a valuable business secret and confidential information of FEIG and its suppliers.
2. You agree not to change, modify, translate, reverse develop, decompile, disassemble the program library or the documentation or in any way attempt to discover the source code of this software.
3. To the extent that FEIG has applied protection marks, such as copyright marks and other legal restrictions in the licensing material, you agree to keep these unchanged and to use them unchanged in all complete or partial copies which you make.
4. The transmission of licensing material to third parties, as well within a corporate group, in parts or in full is prohibited unless there is an explicit agreement to the contrary between you and FEIG.

§5. Warranty and liability limitations

1. You agree with FEIG that it is not possible to develop EDP programs such that they are error-free for all application conditions. FEIG explicitly makes you aware that the installation of a new program can affect already existing software, including such software that does not run at the same time as the new software. FEIG assumes no liability for direct or indirect damages, for consequential damages or special damages, including lost profits or lost savings. If you want to ensure that no already installed program will be affected, you should not install the present software.
2. FEIG explicitly notes that this software makes it possible for irreversible settings and adaptations to be made on devices which could destroy these devices or render them unusable. FEIG assumes no liability for such actions, regardless of whether they are carried out intentionally or unintentionally.
3. FEIG provides the software „as is“ and without any warranty. FEIG cannot guarantee the performance or the results you obtain from using the software. FEIG assumes no liability or guarantee that the protection rights of third parties are not violated, nor that the software is suitable for a particular purpose.
4. FEIG call explicit attention the licensed material is not designed with components and testing for a level of reliability suitable for use in or in connection with surgical implants or as critical components in any life support systems whose failure to perform can reasonably be expected to cause significant injury to a human. To avoid damage, injury, or death, the user or application designer must take reasonably prudent steps to protect against system failures.

§4 Concluding provisions

1. This Agreement contains the complete licensing terms and conditions and supercedes any prior agreements and terms. Changes and additions must be made in writing.
2. If any provision this agreement is declared to be void, or if for any reason is declared to be invalid or of no effect, the remaining provisions shall be in no manner affected thereby but shall remain in full force and effect. Both parties agree to replace the invalid provision with one which comes closest to its original intention.
3. This agreement is subject to the laws of the Federal Republic of Germany. Place of jurisdiction is Weilburg.

Please direct any questions pertaining to this agreement to:

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