Terms of Licence
Monitoring Packages

§1 Scope of the terms of licence

The following terms of licence of INSYS Microelectronics GmbH, Regensburg (hereinafter referred to as "INSYS"), regulate the legal relationship between INSYS, its customers and the users who use functions on INSYS products using a licence.

These terms of licence are an amendment to the general terms of delivery of INSYS and do not limit their validity.

§2 Licensing

INSYS issues non-exclusive and indefinite licences for using functions on INSYS devices that require a licence subject to any limitations contained in these terms of licence. The functions that require a licence are mentioned inter alia in the respective valid product documentation.

Using functions on INSYS devices that require a licence is only permitted if the associated licence key has been purchased from INSYS or a vendor authorised by INSYS.

A licence is valid for an individual INSYS device. The assignment of device and licence is carried out using the serial number of the device. The licence will be dispatched to the customer via e-mail to the e-mail address of the customer. INSYS uses the e-mail address that has been entered last for the delivery address or the e-mail address specified by the purchaser. The billing address may deviate from the delivery address if required.

§3 Reservation of right of modification

INSYS reserves the right to modify or amend these terms of licence in future. Any modifications or amendments of these terms of licence will always be published on the Internet page www.insys-icom.com. The INSYS Internet site is provided without any assurance regarding availability and quality.

§4 Limitation of liability

The receipt of information regarding the monitoring packages is at the user's own risk. He is solely responsible for damage to his computer system or other technical devices used or for the loss of data, unless deliberate intention or gross negligence on the part of INSYS can be demonstrated. The customer is obliged to provide the necessary technical preconditions for using the licences at his own expenses, in particular the necessary hardware and software. Claims for damages against INSYS are excluded irrespective of the legal foundation, unless INSYS has acted with gross negligence or the claims for damages result from the violation of a warranted feature.

§5 Reservation of proprietary rights

Handing over the licence key does not grant the user any proprietary right over the software, but only a right of use of specific functions.

§6 Final clauses

If some clauses are null and void, ineffective or voidable, the remaining clauses will remain unaffected and must be interpreted or amended such that the intended commercial purpose is achieved in a legally allowed manner as close as possible. This is also effective for regulations that may require elaboration.

Although the present translation has been done with due diligence, it cannot be considered as a legally valid document. In case of disputes regarding the interpretation, this translation will not be effective but the document in German language.

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