

**Theobald Software GmbH**

**ERPConnect®**

Copyright (C) 2003-2018 Theobald Software GmbH

**END-USER LICENSE AGREEMENT  
FOR ALL SOFTWARE COMPONENT PRODUCT(S)**

Definitions: This Theobald Software License Agreement ("EULA") is a legal agreement between you (either as an individual user, corporation or single entity) and Theobald Software GmbH for the ERPConnect® product which includes computer software, and may include associated media, printed materials, and online or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By exercising your rights to install ERPConnect®, you agree to be bound by the terms of this EULA, including the limitations and warranty disclaimers. If you do NOT agree to the terms of this EULA, you may not install nor use ERPConnect®;

**SOFTWARE PRODUCT LICENSE**

ERPConnect® is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

GRANT OF LICENSE. This is a license agreement, and NOT an agreement for sale. Theobald Software GmbH retains ownership of the copy of ERPConnect® in your possession, and all copies you may be licensed to make. Theobald Software GmbH retains all rights not expressly granted to you in this LICENSE. Theobald Software GmbH hereby grants to you, and you accept, a non-exclusive, non-transferable license to use and copy ERPConnect® only as authorized below.

Provided that you have accepted these terms contained herein, this EULA grants you the following rights:

• Installation and Use for **Own Consumption**

**Developer License:** You are granted a license as a **single developer** (individual) to develop interfaces using ERPConnect® that are used only within your company (specific legal entity). At no time may users outside your organisation use those interfaces. At no time may ERPConnect® be used by more than one individual at the same time for development purposes - nor may ERPConnect® be distributed or transferred to any entity outside your company.

**Enterprise License:** You are granted a license for all developers (individuals) within one physical address (company site) to develop interfaces using ERPConnect® that are used only within your company (specific legal entity). At no time may users outside your organisation use those interfaces. At no time may ERPConnect® be distributed or transferred to any entity outside your company.

• Installation and Use **for Distribution - Reseller Edition**

**Enterprise Distribution License:** You are granted a license for all developers (individuals) within one physical address (company site) to distribute ERPConnect® free of royalty fees with an unlimited number of .NET applications to an unlimited number of customers.

At no time may ERPConnect® be used by non-employed individuals of your organisation for development purposes - nor may ERPConnect® be distributed for use with applications other than those developed with it. For applications distributed outside of the licensed organization, you are required to ensure that ERPConnect® is not distributed in any form that allows it to be reused by any application other than those with which you distribute it. For example, if you install ERPConnect® along with a packaged application on a customer's server, that customer is not permitted to use ERPConnect® independent of the application.

Source Code License: This includes all rights and responsibilities associated with the Enterprise License as well as a copy of the commented source code and the rights to create your own build for your business needs. You do not have the rights to redistribute the source code to 3rd parties and you are legally responsible for maintaining its secrecy. You do not have the rights to sell the build result as a component or redistribute in any way as a stand-alone product. The source code copy will not contain any licensing and code signing logic to protect future and current products of Theobald Software GmbH components.

For All Licenses: In no case shall you lease, lend, redistribute nor re-license ERPConnect® or source code to a 3rd party individual or entity, except as outlined above. In no case shall you grant further redistribution rights for ERPConnect® to the end-users of your solution.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Termination. Without prejudice to any other rights, Theobald Software GmbH may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of ERPConnect® and all of its component parts, source code, associated documentation, and related materials.

## 3. COPYRIGHT.

All title and copyrights in and to ERPConnect®(including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into ERPConnect®), the accompanying printed materials, and any copies of ERPConnect® are owned by Theobald Software GmbH. ERPConnect® is protected by German copyright laws and international treaty provisions. Therefore, you must treat ERPConnect® like any other copyrighted material.

## 4. LIMITED WARRANTY.

NO WARRANTIES. Theobald Software GmbH expressly disclaims any warranty for ERPConnect®. ERPConnect® and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of ERPConnect® remains with you.

## 5. LIMITATION OF LIABILITY.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Theobald Software GmbH or its distributors be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Software and related materials, even if Theobald Software GmbH has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

If you have any questions regarding this End User License Agreement, please write to:

Theobald Software GmbH  
Kernerstr. 50  
70182 Stuttgart  
Germany  
info@theobald-software.com