

Theobald Software GmbH
ERPConnect Services

Copyright (C) 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 Services product including all its components ("ERPConnect Services") 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 Services, 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 Services.

SOFTWARE PRODUCT LICENSE

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

1. GRANT OF LICENSE.

This is a license agreement, and NOT an agreement for sale. Theobald Software GmbH retains ownership of the copy of ERPConnect Services 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 Services only as authorized below.

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

Installation and Use:

Perpetual Farm License: You are granted a license for all developers (individuals) of your company (legal entity) on one SharePoint Farm. At no time may ERPConnect Services be used by non-employed individuals of your organization for any purposes - nor may ERPConnect Services be distributed to any place outside your organization and nor may ERPConnect Services be used to transport data that is not owned by your organization.

Perpetual Nintex Edition Farm License: You are granted a license for all developers (individuals) of your company (legal entity) on one SharePoint Farm. All Nintex related features and actions including business content, as well as business integration apps are included in this license. At no time may ERPConnect Services be used by non-employed individuals of your organization for any purposes - nor may ERPConnect Services be distributed to any place outside your organization and nor may ERPConnect Services be used to transport data that is not owned by your organization.

Source Code License: This includes all rights and responsibilities associated with the Server 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 rights to redistribute the source code to 3rd parties and you are legally responsible for maintaining its secrecy. You do not have rights to sell the build result as a component or redistribute in any way as a standalone 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.

Subscription Farm License: You are granted a license for all developers (individuals) of your company (legal entity) on one SharePoint Farm. The subscription is timely restricted. After the expiration of the contracted period the subscription will be renewed automatically for another year, if the contract is not cancelled in accordance with the notice period. At no time may ERPConnect Services be used by non-employed individuals of your organization for any purposes - nor may ERPConnect Services be distributed to any place outside your organization and nor may ERPConnect Services be used to transport data that is not owned by your organization.

Subscription Nintex Edition Farm License: You are granted a license for all developers (individuals) of your company (legal entity) on one SharePoint Farm. All Nintex related features and actions including business content, as well as business integration apps are included in this license. The subscription is timely restricted. After the expiration of the contracted period the subscription will be renewed automatically for another year, if the contract is not cancelled in accordance with the notice period. At no time may ERPConnect Services be used by non-employed individuals of your organization for any purposes - nor may ERPConnect Services be distributed to any place outside your organization and nor may ERPConnect Services be used to transport data that is not owned by your organization.

Trial License: This includes all rights and responsibilities associated with the Nintex Edition for a limited amount of time. This license may only be used for purposes related to your initial internal evaluation and proof-of-concept activities and shall not be used for development or testing purposes, even on a temporary basis, after a commercial license has been purchased.

For All Licenses: In no case shall you rent, lease, lend, redistribute nor re-license ERPConnect Services 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 Services to the end-users of your solution. All SharePoint farms on which you are going to install our software have to be licensed. It is independent if this is a productive environment or a non-productive environment.

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 Services and all of its component parts, source code, associated documentation, and related materials.

3. COPYRIGHT.

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

4. LIMITED WARRANTY.

NO WARRANTIES. Theobald Software GmbH expressly disclaims any warranty for ERPConnect Services. ERPConnect Services 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 Services 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