Technosoftware GmbH
Windleweg 3, CH-5235 Rüfenach
E-Mail: info@technosoftware.com
Web: https://technosoftware.com/

SOFTWARE LICENSE AGREEMENT

The following license agreement is valid for all purchases or product delivery's starting 01-MAR-2026.
TECHNOSOFTWARE (THE "LICENSOR") IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE AND ASSOCIATED DOCUMENTATION INCLUDING AUTHORIZED COPIES OF EACH (THE "SOFTWARE") TO YOU ("LICENSEE") ONLY ON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS IN THIS AGREEMENT.

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the licensed Software. The licensed Software is licensed, not sold.
Technosoftware shall own all right, title and interest including the intellectual property rights in and to the information on bug fixes or error corrections relating to the licensed Software that are submitted by Licensee to Technosoftware as well as any intellectual property rights to the correction of any errors, if any.

PLEASE READ THE TERMS CAREFULLY BEFORE INSTALLING THE SOFTWARE. BY INSTALLING THE SOFTWARE, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE UPON THE SOFTWARE WAS FIRST DELIVERED TO YOU OR FIRST DOWNLOADED BY YOU.
IF LICENSEE DOES NOT ACCEPT THESE LICENSE TERMS, THEN TECHNOSOFTWARE DOES NOT GRANT ANY LICENSE TO THE SOFTWARE, AND LICENSEE MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE.

License Model:
Technosoftware licenses on a simple per-person or per-company basis and charges no royalties, runtimes, or server deployment fees unless otherwise specified which maximizes cost savings at application distribution and installations.

- Single Developer License
  - Software may be used by one single developer who is registered by name as a developer.
  - Any application developed with the solutions can be delivered to an unlimited number of customers (**free of any further royalty payments**).
  - Reporting of issues is included free of charge via GitHub here.
  - Updates and fixes are delivered here free of charge, if/when they are made available.
  - Hotfixes for customer specific issues requires the purchase of a Support Subscription first.
  - For technical support, direct Email contact or remote sessions you need to purchase a Support Subscription first.
- Company Site License
  - Software may be used by multiple developers on a single site of the Licensee's organization.
  - Any application developed with the solutions can be delivered to an unlimited number of customers (**free of any further royalty payments**)
  - Reporting of issues is included free of charge via GitHub here.
  - Updates and fixes are delivered here free of charge, if/when they are made available.
  - Hotfixes for customer specific issues requires the purchase of a Support Subscription first.
  - For technical support, direct Email contact or remote sessions you need to purchase a Support Subscription first.
- Company-Wide Global License
  - Software may be used by multiple developers of the Licensee's organization (legal subject).
  - Any application developed with the solutions can be delivered to an unlimited number of customers (**free of any further royalty payments**)
  - Reporting of issues is included free of charge via GitHub here.
  - Updates and fixes are delivered here free of charge, if/when they are made available.
  - Hotfixes for customer specific issues requires the purchase of a Support Subscription first.
  - For technical support, direct Email contact or remote sessions you need to purchase a Support Subscription first.

Support:
Support is not included in the license. For this you need to purchase a support subscription. See also the Support Service Agreement which applies to all licenses.

2. Grant of License

The following general conditions apply to all editions:

- You may not make accessible the Software to third parties, and you must make sure that no one except your authorized employees has access to the computer where the Software is installed.
- The Software might be used by being compiled into, linked or bind to your application. All use of the Software shall be solely in accordance with the documentation.
- **You are not allowed to resell, rent, lease or sublicense an unmodified or modified version of this Software as standalone product, nor to build toolkit or developer tools from it.**
  This means that the company the developer is working for must own a separate license.
- Redistributables, if any, shall be licensed to Licensee's customer "as is".
- Licensee's software product(s) are not an OPC Server and/or Client development tool; licensee may not use the Software in such a way that results in development of product(s) that are directly or indirectly (i.e. simplified version or platform/language adoption) competitive with the licensed Software itself or other Technosoftware developer products family
- Licensee's applications must add primary and substantial functionality to the licensed Software; applications may not pass on functionality which in a simple way makes it possible for others to create software with the licensed Software (e.g. you may not distribute libraries and corresponding header files of the Software together with your application)
- Licensee shall indemnify and hold Technosoftware, its affiliates, contractors, and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of applications
- Licensee may not use Technosoftware's name, logo or trademark to market your application without explicit written agreement with Technosoftware

3. Use Definition

3.1. Authorization of Usage

Licensee acknowledges that Technosoftware is the sole owner of all rights in the Software and in all the know-how pertaining to this Software. It shall forbear to attack the rights of Technosoftware. It will adequately inform third parties of Technosoftware's ownership of those rights. Licensee shall only be granted a limited right of usage to the extent to which it is necessary for the purposes of this agreement. The provisions following hereunder are characterizations of this principle and shall be narrowly construed in cases of doubt. Technosoftware's copyright of the Software shall not be exhausted by this agreement.

3.2. Scope of Usage

The Software is "in use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use".

4. Restrictions

Software is confidential copyrighted information of Technosoftware and Technosoftware and/or its licensors retain title to all copies. Licensee shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer Software. Software may not be leased, assigned, or sublicensed, in whole or in part. Software is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Licensee warrants that it will not use or redistribute the Software for such purposes.

5. Trademarks and Logos

This Agreement does not authorize Licensee to use any Technosoftware name, trademark or logo.

Technosoftware GmbH
Windleweg 3, CH-5235 Rüfenach
E-Mail: info@technosoftware.com
Web: https://technosoftware.com/

6. Warranty Limitation

The parties agree that it is not possible to develop software thus that it meets all the requirements of the application without error. Technosoftware shall make available a user documentation explaining the intended use and the using conditions of the Software, which shall always be kept up to date.
Technosoftware does not warrant that the Programs will meet Licensee's requirements, that the Programs will operate in the combinations, which Licensee may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected.
PRE-PRODUCTION AND EVALUATION RELEASES OF PROGRAMS AND COMPUTER BASED TRAINING PRODUCTS ARE DISTRIBUTED "AS IS". THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Limitation of Liability

The Software and components are not intended to replace the professional skills and judgment of Licensee and its employees, agents and consultants. Licensee alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Licensee of the output of the Software or any reliance thereon.
TECHNOSOFTWARE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF TECHNOSOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LICENSOR'S LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

8. Termination

The license shall be for a period commencing upon the date of initial download or delivery of the Software and continuing until such time as Licensee discontinues use of the Software or this agreement is terminated in accordance with this agreement, but otherwise without limitation as to duration.
Technosoftware shall have the right to terminate this agreement if Licensee fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein. Technosoftware shall give written notice to Licensee of such fault, and if such fault has not been remedied within thirty (30) days after, the license granted hereunder shall terminate. If requested, License will certify in writing as to the destruction or return of the Software and all copies in its possession.
Each party's right to terminate the agreement for due cause according to the statutory provisions remains unaffected.

9. Publicity

In the event that licensee has obtained a developer license, runtime license or source code license, Technosoftware reserves the right to reference Licensee as one of Technosoftware's customers by mentioning Licensee's company name in documents such as, but not limited to, web pages of Technosoftware's website, emails originating from Technosoftware's employees, publicity brochures and fact sheets, unless explicitly stated otherwise by Licensee. In no event, shall Technosoftware publish any other information about Licensee other than the single fact that Licensee is a customer of Technosoftware.

10. Entire Agreement
This Agreement and each purchase order placed hereunder shall be subject to the substantive law in force in Switzerland without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. The parties agree that sole jurisdiction and venue for any dispute relating to the agreement shall be in a court at Technosoftware's company location in Rüfenach, Switzerland.
This Agreement is the parties' entire agreement relating to the Software. It supersedes all prior or contemporaneous oral or written communications, proposals, warranties, and representations with respect to its subject matter, and following Licensee's acceptance of this license by clicking on the "Accept" Button or by installing and using the Software, will prevail over any conflicting or additional terms of any quote, order, acknowledgment, or any other communications by or between the parties. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

11. Export Control
Licensee acknowledges that the licensed Software may be subject to export control restrictions of various countries. Licensee shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the licensed Software and/or modified Software and/or applications and shall procure all necessary governmental authorizations, including without limitation, all necessary licenses, approvals, permissions or consents, where necessary for the re-exportation of the licensed Software, modified Software or applications.

12. No Implied License
There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Technosoftware and its licensors. In addition, no licenses or immunities are granted to the combination of the licensed Software and/or modified Software, as applicable, with any other software or hardware not delivered by Technosoftware under this Agreement.

13. Surviving Sections
Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to the following Sections: 4, 5, 6, 7, 9, 10, 11, 12 and 13 of this Agreement. Notwithstanding the foregoing, Section 3 shall not survive if the Agreement is terminated for material breach.

14. Severability
If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the Agreement to be otherwise enforceable in such jurisdiction. However, if in Technosoftware's opinion deletion or amendment of any provisions of the Agreement by operation of this paragraph unreasonably compromises the rights or increase the liabilities of Technosoftware or its licensors, Technosoftware reserves the right to terminate the Agreement.