

Software License Agreement

Engineering Consultancy Borst Automation, December 20th, 2013

1 General

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1.3 This **license** is effective as of the time you receive the Borst Automation software license code and will continue for an **unlimited time**. The use of the license code therefore is also unlimited in time but the licensee is **not** allowed to provide **copies** of the license code **to third parties**.

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1.5 If you purchased an .NET Component or a Communication DLL you may distribute an **unlimited number copies** of the **run time modules** together with your application. The run time modules are identified in the documentation of the Borst Automation Software.

1.6 If you purchased source code you may distribute the target binary for personal use and commercial purposes, install and use the source code on as many computers as you wish and modify or alter the source code at your own risk. You may not redistribute the source code in any way (through website, ftp site, cdrom ...), sell, rent, lease, or sublicense the source code or transfer the rights on the source code.

2 Limited Warranty

2.1 Borst Automation warrants that the Borst Automation Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from date of receipt. Any **implied warranties** on the Borst Automation software are **limited to one year**.

3 Customer Remedies

3.1 Borst Automation entire liability and your exclusive remedy shall be, at Borst Automation option, either return of price paid or repair or replacement of the Software that does not meet Borst Automation Limited Warranty and which returned to Borst Automation with a copy of your receipt. This limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period of 30 days, whichever is longer.

4 No other Warranties

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5.1 In no event shall Borst Automation or its suppliers for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this Borst Automation Product, even if Borst Automation has been advised of the possibility of such damages. In any case, Borst Automation entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the Software.

6 Miscellaneous

6.1 The Standard Terms and Conditions of Borst Automation - dated December 18th, 2013 - shall apply.