



Agreement Evaluation CODESYS Automation Server

This agreement sets out provisions governing the evaluation of the CODESYS Automation Server (hereinafter referred to as »the Software«). 3S-Smart Software Solutions GmbH (hereinafter referred to as »the Licensor«) wants to have the Software tested for general suitability through an evaluation period. The evaluation participant (hereinafter referred to as »the Licensee«) agrees to be a beta tester of this Software during the evaluation period and receives a decision-making basis for later use.

1. The Licensee has access to an exclusive support channel during the evaluation phase. This access covers only topics related to the CODESYS Automation Server.
2. The data the Licensee enters in the context of this evaluation will only be used for the purpose of evaluating the Software. The Licensor may contact the Licensee regarding his experience with this product, or ask questions about individual features.
3. The evaluation period ends on 31.10.2019.
4. The Licensor shall provide the Licensee free of charge with a number of non-transferable Software licenses for evaluation purposes for a limited period of 6 months.
5. The Licensor provides a beta version of the Software that is protected by a hardware copy protection, and the related documentation. The errors found during this test are partly fixed and logged.
6. The Licensee agrees, upon receipt of access to the Software, to use and test it in a realistic scenario. He will notify the Licensor of all problems and Software enhancement proposals. The Licensee hereby declares that he will transfer to the Licensor all rights to the enhancement proposals, including the relevant copyright, ownership, exploitation and use rights without being restricted by patents, copyrights, company or trade secrets, brands, trademarks, or intellectual property rights.
7. The Software is a pre-launch version and does not offer the level of performance and reliability expected from a finished, marketable product. The Software may operate incorrectly and may be substantially modified or withdrawn by the Licensor prior to its launch. The Software is provided "AS IS" without any warranty or liability whatsoever. The entire risk resulting from the use or exploitation of the Software shall be borne by the Licensee. In no event shall the Licensor be liable for any damage whatsoever resulting from the use of or inability to use Software.
8. The Licensee agrees that the Software is the sole property of 3S-Smart Software Solutions GmbH and incorporates valuable trade secrets thereof. The Licensee agrees to treat the Software as confidential.
The Licensee shall not, without the express written authorization of 3S-Smart Software Solutions GmbH,
 - demonstrate, copy, sell, lend, rent, or market the Software to any third party



- publish or otherwise disclose information to any third party relating to the performance of the Software or documents produced using the Software
- modify, reuse, or integrate the Software into other products, disassemble, decompile, reverse-engineer, or otherwise translate the Software or any portion thereof.

9. Use is granted for evaluation purposes for a period of six (6) months at the most.

10. This Agreement shall be subject to German Law. The legal venue shall be Kempten/Allgäu.