

I.

Licensing Terms and Conditions in case of a sale

1. As far as there is no different stipulation in section “III. Licensing Terms and Conditions in case of open-source-software components”, the following terms and conditions apply for software bought by a customer:
2. If we deliver devices with integrated, included, embedded or preinstalled software (“embedded software”), we hereby grant to the customer with receipt of the delivery price a non-exclusive, not without the device transferrable, non-sublicensable right to use the software in accordance with its intended purpose together with the respective device.
3. If we deliver stand-alone software (i.e. not embedded software), we grant to the customer with receipt of the delivery price a non-exclusive, non-sublicensable right to use the software in accordance with its intended purpose together with the respective device for a single user (single-user-license). This license is only transferable, if the copy of the current customer is deleted with the transfer to the following customer. For the use of the software a USB dongle (e.g. for the software EVA4ALL) is necessary or a bluetooth beacon (e.g. for the software EVA4mobile).

II.

Licensing Terms and Conditions in case of a lease

1. As far as there is no different stipulation in section “III. Licensing Terms and Conditions in case of open-source-software components”, the following terms and conditions apply for software bought by a customer::
2. If we provide devices with embedded software (cf. I.2.), we hereby grant to the customer for the duration of the lease contract a non-exclusive, non-transferrable, non-sublicensable right to use the software in accordance with its intended purpose together with the respective device.
3. If we deliver stand-alone software (i.e. not embedded software), we grant to the customer for the duration of the lease contract a non-exclusive, non-sublicensable, non-transferrable right to use the software in accordance with its intended purpose for a single user (single-user-license). For the use of the software a USB dongle (e.g. for the software EVA4ALL) is necessary or a bluetooth beacon (e.g. for the software EVA4mobile).

III.

Licensing Terms and Conditions in case of open-source-software components

1. The software may include open-source-software as specified in the manual. The manual is also available online: <https://www.vallon.de/de/software-download>. The following applies for open-source-software:
2. As far as parts of the software include open-source-software, we are providing these as free-issue parts outside of the other contractual agreements. Usage rights regarding this open-source-software are not granted by us but directly by the respective copyright holders (direct licensing, no sublicensing). The licensing terms and conditions for these open-source-software are detailed in the manual.
3. As far as parts of the software (cf. the manual) are licensed according to the license LGPLv2.¹ the following applies: For these parts of the software we permit modifications for the customer's own use as well as decompiling and we permit reverse engineering for debugging such modifications. As far as statutory law grants further permissions, these permissions are not restricted by the provisions above.
4. As far as parts of the software (cf. the manual) are licensed according to the license LGPLv3² the following applies: For these parts of the software we permit modifications as well as decompiling and reverse engineering for debugging such modifications. As far as statutory law grants further permissions, these permissions are not restricted by the provisions above. How to install a modified software library is explained in the manual

¹ GNU Lesser General Public License Version 2.1.

² GNU Lesser General Public License Version 3.