License Agreement

benelog OpenEPCIS Framework Product License

Version 1.0, January 2024

Copyright (c) 2022-2024 benelog GmbH & Co. KG

This is a legal agreement ("Agreement") between you ("Licensee") and benelog GmbH & Co. KG ("Licensor") for the use of the OpenEPCIS Framework Product ("Product"). By using the Product, Licensee agrees to be bound by the terms and conditions of this Agreement.

1. Grant of License

Licensor hereby grants Licensee a non-exclusive, non-transferable license to use the Product strictly in accordance with the terms and conditions of this Agreement.

2. Restrictions

Licensee shall not: - Copy, modify, distribute, or use the Product except as expressly permitted under this Agreement. - Reverse engineer, decompile, or disassemble the Product. - Use the Product for any purpose other than as specified by the Licensor. - Transfer or sublicense the Product to any third party without the prior written consent of the Licensor.

3. Ownership

Licensor retains all rights, title, and interest in and to the Product, including all intellectual property rights therein. This Agreement does not grant Licensee any rights to trademarks or service marks of the Licensor.

4. Termination

This Agreement is effective until terminated. Licensor may terminate this Agreement at any time if Licensee fails to comply with any term or condition of this Agreement. Upon termination, Licensee shall cease all use of the Product and destroy all copies, full or partial, of the Product.

5. Disclaimer of Warranties

The Product is provided "as is" without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. Licensor does not warrant that the Product will meet Licensee's requirements or that the operation of the Product will be uninterrupted or error-free.

6. Limitation of Liability

In no event shall Licensor be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of Licensee's use of or inability to use the Product, even if Licensor has been advised of the possibility of such damages.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of law principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of Licensor.

For licensing the OpenEPCIS Framework Product, please contact:

benelog GmbH & Co. KG, Bahnhofstr. 11, 50168 Kerpen, Germany

Email: info@openepcis.io