

Terms and Conditions for Using Free Vimba X Software

Provided by Allied Vision Technologies GmbH

Art. 1 Scope of Application

1. These Terms and Conditions contain the terms and conditions for the provision and use (hereinafter referred to as “Terms and Conditions”) of “Vimba X” software (hereinafter referred to as “Software”) that is provided free of charge.
2. Our offer regarding the provision of the Software is not directed to consumers; we do not grant any usage rights to consumers. A consumer is an individual that enters into a legal transaction for purposes that cannot be attributed to its commercial or self-employed activities.
3. The Terms and Conditions below only apply to business organizations, legal entities under public law, or separate funds under public law. By downloading the Software you confirm that you are one of the entities described in sentence 1 or represent one of these. A business person is an individual, a legal entity or partnership having legal capacity that enters into a legal transaction in order to carry out its commercial or self-employed activities.
4. When you wish to obtain a free Software version, you will enter into an agreement with Allied Vision Technologies GmbH, Taschenweg 2a, 07646 Stadtroda, Germany, email: info@alliedvision.com

Art. 2 Software Description, Intended Use

1. “Vimba X” Software is a cross-platform software development kit (SDK) for Allied Vision cameras. The Software shall be used to control the cameras offered by Allied Vision as well as explicitly supported hardware and software of TKH Vision member brands (“intended use”). For a detailed description of the current Software, please go to <https://www.alliedvision.com/en/products/software/vimba-x-sdk>. A detailed description of the Software version that you have installed is available in the Vimba X installation folder.
2. The description also contains the system requirements for the installation of the Software and compatibility data (operating conditions). For further application notes please visit our support section on <https://www.alliedvision.com/en/support/technical-papers-knowledge-base.html>.
3. We offer you a free Software version for the intended use as defined in Art. 4 of these Terms and Conditions.

Art. 3 Provision of Software

1. You will receive the Software in executable form (object code), consisting of a computer program and an electronic user documentation that is integrated into the program. The user documentation basically consists of electronic help files. In addition, we will provide you with a source code interface in the programming languages C++ and Python, which also forms part of the Software.
2. The free Software version can be downloaded from our website <https://www.alliedvision.com>.

3. We are not obligated to provide any other services, such as training, instruction or consulting.

Art. 4 Rights to Use

1. We reserve the copyright and any other industrial property rights in and to the Software. To the extent that the Software contains software portions created by third parties, we possess the prerequisite rights and title to grant you the rights described in these Terms and Conditions. To the extent that certain portions of the Software are open source products, we will comply with the terms and conditions stipulated in the corresponding open source license agreement (e.g., by providing you with the corresponding open source license agreements and, if applicable, with the source code of the open source software together with the Software).
2. We reserve any rights in and to the Software to the extent that they were not expressly granted to you under these Terms and Conditions.
3. We grant you a non-exclusive, indefinite and world-wide right to use the Software as intended under this Agreement.
 - a. We grant you the right to upload, display and run the Software on your hardware environment, to transfer it to other hardware and to store it.
 - b. We grant you the right to integrate the Software into our cameras or other devices/machines via the published interfaces, or to offer such integration services to your customers to allow you or your customers to use our cameras together with the connected devices/machines to the extent supported by the functionality of our Software.
 - c. We grant you the right to dispose of the Software together with the cameras or, as set forth in subsection b), with the connected devices/machines or to sell the Software in this form to your customers after you have rendered integration services; you are authorized to grant your customers non-exclusive, world-wide and indefinite rights to use the Software – however only in connection with the use of our cameras and software from Allied Vision as well as explicitly supported hardware and software of TKH Vision member brands. TKH member brands are listed at <https://tkhvision.com/members/> – in accordance with Art. 4 par. 3 subsections a), and c) through e) in conjunction with Art. 4 par. 4.
 - d. You may use the Software for the purposes indicated in subsections a) through c), and reproduce the Software for these purposes and for the purpose of making a backup copy and in order to back up data as customary. In addition, you have the right to reproduce and modify the Software in order to ensure the intended use of the Software, including error correction.
 - e. The person authorized to use the Software may monitor, examine or test the operation of this program without our prior consent in order to determine the concepts and principles underlying a certain program component, provided, however, that this occurs by means of permissible activities for the upload, display, running, transfer or storage of the program.
4. Unless you have obtained our prior written consent, you are not authorized to
 - a. reproduce, to distribute, communicate to the public or make the Software available to the public beyond the permitted scope as set forth in Art. 4 par. 3 of this Agreement,
 - b. to rent or loan the Software, to use it on behalf of or together with a third party or to facilitate any other third-party use, unless you are authorized to do so in accordance with Art. 4, par 3, subsection c),
 - c. to modify, rearrange, translate or decompile the Software, unless this act is permissible under Art. 4 par. 3. The statutory provisions on decompiling set forth in section 69e of the German Copyright Act (UrhG) remain unaffected.
 - d. to change, modify, alter or remove the copyright notices, other proprietary legends or notices, serial numbers, and any other features contained in the Software and serving the purpose of identification,
 - e. to use the Software with a camera or to integrate it into a camera that is not offered by TKH Vision or that you create yourself or have created,

- f. to use the Software or portions thereof in order to create your own control software or to integrate the Software or portions thereof into your own control software.
- g. Any use beyond the permissible use set forth in these Terms and Conditions constitutes a breach of this Agreement that entitles us to injunctive relief and damages.

Art 5 Defects as to Quality and Defects of Title, Liability

1. With regard to Software versions provided free of charge and in the event of defects as to quality and defects in title we will be liable for damages or reimbursement of wasted expenditures only to the extent set forth below. You are not entitled to subsequent improvement. However, in the event that you notify us of a defect in the Software, we have the right to correct the defect, although we are not obligated to do so. We have the right to restrict our support and assistance to the then current Software version.
2. With regard to free Software, we are liable for damages or reimbursement of wasted expenditures only in the event of intentional wrongdoing or gross negligence and in the event that we have maliciously concealed a defect in title or as to quality. The statutory liability based on death, physical injury or damage to health or the loss of freedom and claims under the Product Liability Act remains unaffected by the limitations set forth in sentence 1. If a damage incident is attributable to fault both on our and your part, you will be liable for comparative fault.
3. All claims to damages or reimbursement of wasted expenditures that are asserted against us under contractual or extra-contractual liability shall come under the statute of limitations within two (2) years. The statute of limitations period commences at the end of the year in which the claim arose and the obligee becomes aware of the circumstances resulting in the claim and of the identity of the obligor or could have become aware thereof, had there not been gross negligence. The claims will come under the statute of limitations no later than five (5) years after the date on which the claim arises. In the event of claims based on intentional wrongdoing, gross negligence, malice, personal injuries and under the Product Liability Act, the provisions of the statute of limitations shall apply.

Art. 6 Place of Performance, Place of Jurisdiction, Choice of Law

1. Place of performance is our registered office.
2. Place of jurisdiction for all disputes arising out of or in connection with this Agreement is the registered office of our company, if the customer is a business person pursuant to the German Commercial Code or is treated as such.
3. This Agreement shall be exclusively governed by the law of the Federal Republic of Germany, with the exception of the UN Convention on the International Sale of Goods (CISG) and the conflict of law rules of the German law.

Art. 7 Severability Clause

Should any provision of these Terms and Conditions be or become invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. In such an event, the parties agree to replace the invalid, void, or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the economic, legal, and commercial objectives of the original provision. If replacement is not possible, the invalid, void, or unenforceable provision shall be severed from these Terms and Conditions, and the remaining provisions shall continue to bind the parties.

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