

The industrialNETworX Public License INPL

Version 1.1

Preamble

A critical prerequisite for developing further practical advancements to a computer program is dialog in which to communicate with its users. However, a conversation at eye level can only be successful if the information relevant for such communication is in fact available. This is why the license grants the licensee the right to adapt this program to fit his particular needs and to combine it with his own application software, to run it in modified or unmodified form, to copy, distribute it or make it publicly available. The licensee is given the complete source code of the program for this purpose. No license fees are owed in return for these rights. The licensee must observe the rights of third parties - especially any patents to network technology and the rights of their user organizations. In view of further distribution and improving the quality of the program, we ask that error corrections, functional enhancements and transfers to other operating systems be played back to the platform <<http://www.industrialNETworX.com>>.

In particular, device manufacturers are under no further obligation to publish or identify the program used if the program is used on their devices.

§ 0 Definitions

License:	The agreement concluded between the right holder and the licensee with the content of the "IndustrialNETworX Public License INPL" or the services offered in this regard.
Licensee:	Any individual or legal entity that makes use of the program in accordance with the conditions of this license.
Program:	Any computer program that is distributed according to the provisions of this license by right holders or that is made available to the public.
Source code:	The text of the program written in programming language that humans can read.
Public:	Any transfer or transmission that is not meant for only a certain group of people, the members of which are affiliated by way of personal relationships or that belong to a legal entity.
Make available publicly:	The public transfer or transmission of the program in non-physical form, especially the provision of the work for retrieval in data networks.
Right holder:	The originator or originators or other owners of the exclusive rights of use to the program.
Modify:	Any editing, further development, enhancement or abbreviation of the program.
Distribution:	Any public transfer of material reproductions and the content they provide to the public, especially on data carriers or in connection with hardware.

§ 1 Conclusion of the Agreement

- (1) These license provisions represent an offer of the right holder to anyone to enter in an agreement on the use of the program under the terms and conditions of this license.
- (2) The licensee may use the program subject to applicable legal regulations in accordance with the provisions without requiring acceptance of this license by licensor.
- (3) The license agreement shall come into effect once the licensee distributes the program, makes it available to the public, modifies it or duplicates it in any other manner exceeding the intended use as understood under paragraph 2. As of this time, this license shall be concluded as a legally binding contract between the right holders and the licensee without requiring that the right holders have access to a declaration of acceptance. The sale of devices with the program already installed is also deemed distribution of the program.
- 4) The license agreement shall always come into effect directly between the right holder and the licensee, even if the licensee receives the program from a third party. Sublicensing or a transfer of the rights is not allowed.

§ 2 Rights of Licensee

- (1) The licensee may duplicate or distribute the program or make it publicly available in unmodified and/or in modified form for a fee or free of charge.
- (2) These rights of use are granted by the right holder free of charge.

§ 3 Third-Party Rights

Insofar as the use, reproduction, distribution or the provision of public access of the program affect third-party rights - in particular network technology patents and/or the rights of its user organizations - the licensee shall be required to acquire the relevant rights on his own.

§ 4 Obligations of Licensee

(1) Insofar as the licensee duplicates or distributes the source code of the program and/or makes it publicly available in unmodified and/or in modified form, both the license as well as the source code must have a clearly visible note indicating the website address
"http://www.industrialNETworX.com".

(2) It is imperative that additional distribution of modified and/or unmodified program versions, or making such available to the public are subject to the terms and conditions of this license and with reference to any rights of third parties that may be affected.

§ 5 Termination of Rights Due to Violation

Any violation on the part of the licensee against the terms and conditions of this license shall result in an automatic termination of his rights under this license.

§ 6 Warranty and Liability

(1) Liability of the right holder shall be limited to deliberate intent and gross negligence.

(2) Insofar as the licensor is required by law to only grant a warranty in the event of fraudulent concealment of defects, legal regulations shall apply.

§7 Applicable Law and Agreed Upon Place of Jurisdiction

(1) This license shall be governed by German law.

(2) Inasmuch as the licensees are merchants, public legal entities or special funds under public law, place of jurisdiction shall be Frankfurt/Main.

§ 8 Severability clause

Should any of the clauses above prove to be invalid, this shall have no effect on the validity of the license provisions otherwise.

Appendix:

The software under this license may be downloaded from the following website:
<<http://www.industrialNETworX.com>> .

How do you subject a program to the terms and conditions of this license?

In order to allow anyone to conclude this license, we recommend to provide the following reference to the license on the program.

"Use of this program is granted anyone pursuant to the terms and conditions of the "industrialNETworX Public License INPL".

The license can be retrieved at <<http://www.industrialNETworX.com>> ."