

# HBB Software Terms of Use

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This document describes the terms of use for additional programs (HBB-NX-Tools) and individual programs developed by HBB Engineering GmbH. These programs are referred to here in short form called "software".

## **Software-Usage:**

With the purchase of software from HBB Engineering GmbH, the customer is granted the right to use the software for the corresponding purpose.

The distribution or modification of the software is hereby expressly prohibited.

The software must not be decompiled or treated by means of reverse engineering.

## **Company license:**

„HBB-NX-Tools“ are distributed as a company license. The software may be used in the respective company as often as desired. There is no restriction or licensing according to number of users, unless this has been agreed separately with HBB-Engineering GmbH.

## **Disclosure to third parties:**

The transfer of the software to third parties (e.g. customers, partners) is not permitted. Exceptions must be agreed separately with HBB Engineering GmbH.

## **Liability:**

HBB Engineering GmbH accepts no liability for the correct use of the software by the customer. The customer is responsible for any damage caused by incorrect use.

## **Source code:**

The source code remains the property of HBB Engineering GmbH and is not supplied. If the source code is required, it can usually be purchased separately. HBB Engineering GmbH will reliably store the source code. However, there is no obligation to hand it over.

If the source code is passed on / further developed to / by the customer, HBB Engineering GmbH is no longer obliged to make improvements or correct errors.

## **Updates / NX versions:**

The software is delivered / created for the NX version described in the offer.

We cannot guarantee that the program will run in higher NX versions, as we cannot predict the development direction of either Microsoft or Siemens.

We offer a recompilation for the following fees (based on the current list sales price):

**20%** up to max. 2 versions according to order version (NX10 - NX12 = 20%)

**30%** up to max. 3 versions according to order version (NX10 - NX1847 = 30%)

**40%** over 3 versions according to order version (NX12 - NX2312 = 40%)

NX9, NX10, NX11, NX12 = 1,0 versions | from NX1847 (Continuous Release) = 0,5 versions

If tests, improvements or extensions are required, we will charge for these at our current hourly rate for programming services.

### **Acceptance:**

Malfunctions can be reported to HBB Engineering GmbH within 4 weeks of the delivery date. If we do not receive any feedback within this period, the software is deemed accepted. Free rectifications are then no longer possible.

The above condition for acceptance only applies to the delivery of a current version of the software or the update to a current version.

If an older version of the software (e.g. V1 - developed in 2015) is used in a newer NX version (e.g. in NX2312), HBB Engineering GmbH does not guarantee that it will function correctly.

### **Included documents:**

Documents supplied by HBB Engineering GmbH with the software (instructions, image files) must not be modified without agreement.

### **GTC's:**

Our General Terms and Conditions also apply here.

You can read them [www.hbb-engineering.de/agbs](http://www.hbb-engineering.de/agbs) (in German language).