

# General Terms and Conditions of Use Code Sensor Demo

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## Terms and conditions

The TÜVIT Code Sensor Demo is a portable application for analyzing C/C++ source code and is compatible with Windows 10 (64-bit). By downloading the Code Sensor Demo, you (the “User”) agree to our terms and conditions.

For the avoidance of doubt, the Code Sensor Demo is only made available to commercial customers and may not be used by Consumers.

## Rights and obligations of the User

The User undertakes to use the Code Sensor Demo exclusively for the analysis of a selected software product in order to evaluate the performance and the capabilities of the Code Sensor. For this purpose, the User receives a time-limited, non-exclusive and non-transferable license to use the Code Sensor Demo.

The license, and with it the right to use the Code Sensor Demo, will end no later than 30 days after download of the Code Sensor Demo. After the expiry of this period, the User undertakes to delete the Code Sensor Demo immediately from its systems.

Under no circumstances shall the User be permitted to duplicate, analyze or evaluate the Code Sensor Demo in any way, including but not limited to decompiling, disassembling or any other form of reverse engineering. The User hereby acknowledges and agrees that all rights, including but not limited to all intellectual property rights associated with the Code Sensor Demo, shall remain solely the property of TÜVIT.

In particular, TÜVIT grants the User no rights or licenses of any kind to use patents applied for, patents granted or otherwise copyrighted claims.

The User may use and apply the Code Sensor Demo for the mere purpose to internally evaluate the performance and the capabilities of the Code Sensor. Under no circumstance is the User entitled to use and apply the Code Sensor Demo for any other purpose. In addition, the User may only use his assessment and any possible results reached with or by the Code Sensor Demo internally.

The User shall not whether directly or indirectly publish or make available his assessment and / or any possible results reached with or by the Code Sensor Demo to any third party.

The User is aware that the Code Sensor Demo is special version of the Code Sensor made for demonstration purposes only to provide the User an overview of the performance and capabilities of the Code Sensor. Hence, the results reached with or by the Code Sensor Demo are not a final and accurate assessment of User's software. This can only be made by the Code Sensor.

## Liability

1. TÜViT's liability is based on the statutory provisions for compensation for damage if the Customer asserts claims for damages based on intent or gross negligence, to include intent or gross negligence of TÜViT's representatives or vicarious agents, or if TÜViT culpably violates a material contractual obligation. Material contractual obligations are obligations which enable the proper performance of the agreement in the first place and on the performance of which the contract partner usually relies and is expected to rely.
2. Insofar as TÜViT cannot be accused of intentional violation of a contractual obligation, the liability for damages in the above cases is limited to foreseeable damage typically incurred in connection with agreements of this nature. Accordingly, TÜViT is in these cases liable for property and material damages up to a maximum of EUR 500,000.00 per damage event. If the Principal is a Consumer the liability limitations set forth in this section neither apply in case of intentional violations of a contractual obligation or nor in case of gross negligence.
3. The above provisions do not affect liability for culpable injury of life, body, or health.
4. Unless otherwise stipulated in these provisions, liability for damages exceeding Nos. 1.-3. is excluded without regard to the legal nature of the asserted claim.
5. Insofar as TÜViT's liability for damage pursuant to the above regulations is excluded or limited, this also applies in regards to personal liability for damages of TÜViT's employees, workers, staff members, representatives and vicarious agents.
6. The limitations pursuant to Nos. 1 and 2 also apply if the Customer claims wasted expenses instead of damage in lieu of performance.

The User is aware that the Code Sensor Demo is an innovative code analysis tool that accesses the IT infrastructure of the User. Possible interactions with and effects on the IT infrastructure and IT systems of the User cannot be predicted. TÜViT therefore accepts no liability whatever for any direct or indirect losses incurred by the User through the use of the Code Sensor Demo to the extent permitted by law.

## Final provisions

In addition, the General Terms and Conditions of TÜV NORD GROUP are an integral part of the contract. You can view or download their content from the website <https://www.tuev-nord.de/en/general-terms/>. We will also be happy to send you our General Terms and Conditions upon request.

You will find the Privacy Policy of TÜV Informationstechnik GmbH on our website at <https://www.tuvit.de/en/meta/privacy-policy/>.