

# Developer License Agreement

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Last updated: 10 June 2025

## 1. Introduction

This Developer License Agreement (the "Agreement") is made and entered into as of the date of acceptance by the Licensee, by and between:

**Licensor:** Linkerion GmbH, with its principal office located at Hallbergmooser Straße 27, 85356 Freising, Germany and its tax identifier DE351716755 ("Licensor").

**Licensee:** Any person or organization who downloads and uses Centias without a Standard License ("Licensee").

**License Subject:** The .NET package Centias ("Software"), developed by the Licensor and the Developer License ("License") governing usage of the package in development environments.

Collectively, the Licensor and the Licensee may be referred to as the "Parties" and individually as a "Party."

### 1.2 Purpose

This Agreement sets forth the terms and conditions under which the Licensor grants the Licensee a limited, non-exclusive, non-transferable, revocable, non-sublicensable License to use the Licensor's Software for use in development environments.

Centias is a .NET package intended for developers experienced with this framework. It enables developers to create an administration panel based on C# classes representing entities in Entity Framework Core.

The developer builds Resources based on these entities in order to showcase a list of existing entities, create new entities, show details of single entities or edit existing entities, among other things. The current capabilities of the Software are shown in more detail on the Website or in the Documentation linked on the Website.

By downloading, installing, accessing or using the Software, you—both as an individual and on behalf of your employer or any other entity for which you are using the Software—acknowledge that you have read, understood, and agree to comply with the terms and conditions of this Agreement. If you do not agree with these terms, do not download, install or access the Software in any way.

### 1.3 Supplementary Terms

In addition to the provisions set forth in this Agreement, all provisions contained within the Terms and Conditions found on the Website remain in full force and effect. This Agreement is intended to supplement, not supersede, the Terms and Conditions. In the event of any conflict between the terms of this Agreement and the Terms and Conditions, the terms of this Agreement shall prevail.

## 2. Further Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Agreement":** This Software License Agreement, including all exhibits and appendices attached hereto.
- **"Documentation":** Any user manuals, technical specifications, or other documentation provided by the Licensor to the Licensee relating to the use of the Software.
- **"License":** The time-limited, non-exclusive, non-transferable right granted by the Licensor to the Licensee to use the Software in accordance with the terms and conditions of this Agreement.

- **"Licensee"**: The individual or entity that has entered into this Agreement and is granted a License to use the Software.
- **"Licensor"**: Linkerion GmbH, situated in Hallbergmooser Strasse 27, 85356, Freising. The owner and developer of the Software and the entity granting the License to the Licensee.
- **"Software"**: The .NET package known as Centias, including all related software files, updates, upgrades, and modifications provided by the Licensor.
- **"Updates"**: Any modifications, enhancements, or improvements to the Software provided by the Licensor to the Licensee from time to time.
- **"User"**: Any individual who is authorized by the Licensee to use the Software in accordance with the terms of this Agreement.
- **"Website"**: The website <https://centias.com> on which the Standard License is sold by the Licensor and managed by Licensees through their Accounts. The Terms & Conditions of Centias and the Website can also be found there.

### 3. Grant of License

#### 3.1 License Grant

Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable License to:

- a) **Install and Use**: Install and use the Software on an unlimited number of development environments. The use of any production environment is strictly prohibited under this License. For use in production environments the Licensee may purchase and/or maintain a Standard License.
- b) **Access and Utilize**: Access and use the Software for the Licensee's purposes in development environments as outlined by the Documentation.
- c) **Receive Updates**: Receive and use any Updates to the Software that the Licensor may provide from time to time.

#### 3.2 Restrictions

The Licensee shall not, and shall not permit any third party to:

- a) **Copy or Modify**: Copy, modify, adapt, translate, or create derivative works of the Software or any part thereof, except as expressly permitted by this Agreement.
- b) **Reverse Engineer**: Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, unless expressly permitted by applicable law.
- c) **Distribute**: Distribute, sublicense, lease, rent, or otherwise transfer the Developer License or any rights granted under this Agreement to any third party.
- d) **Remove Notices**: Remove, alter, or obscure any proprietary notices, labels, or markings on the Software.
- e) **Use for Prohibited Purposes**: Use the Software for any unlawful purpose that violates the laws of your country of residence.
- f) **Licensing Validation Circumvention**: Circumvent licensing validation mechanics in any way.

#### 3.3 License Scope

The License granted under this Agreement is limited to development environments only, as outlined in the Centias Documentation.

#### 3.4 License Term

The term of this License shall commence upon download of the Software and shall remain in effect until terminated as set forth in Section 8. *Term and Termination* of this Agreement.

## **4. Provision**

### **4.1 Software Delivery**

The Software will be delivered electronically as a NuGet package downloadable from a NuGet server. This delivery may change at any time upon discretion of the Licensor.

### **4.2 License Validation**

Your Centias configuration will not require a valid Standard License as long as no production environment has been configured. If you wish to use the Software in a production environment you must purchase to a Standard License and provide a valid license key. License key validation outside of Development Environments require an active internet connection for Centias to run.

## **5. Intellectual Property Rights**

The Licensor owns all intellectual property related to the Website and the Software, including but not limited to logos, icons, graphics, text, images, designs, source code, domains, and other content, except all elements from open-source projects to which the Licensor holds no exclusive rights and are governed by their own respective licenses.

The Licensee does not acquire any intellectual property rights by purchasing a Standard License, except as is set out in this Agreement. All use of intellectual property which is not expressly permitted in this Agreement, by applicable law or authorized by the Licensor, is prohibited.

The Software is the property of the Licensor. It is Licensed to you through the Developer License — not sold. The Software is protected under copyright laws, international treaties, and other intellectual property regulations. Apart from the specific usage rights granted to you in this License, all ownership rights, including those related to patents, copyrights, and trademarks, along with any printed materials or copies of the Software, remain fully with the Licensor.

## **6. License Fees**

The License is granted free of charge for use in non-production environments. For production environments the Licensee must acquire and hold an active Standard License instead.

## **7. Support**

### **7.1 Limited Support**

The Licensor offers no guaranteed support for Users of the Developer License. Email support may be provided at the Licensor's discretion, however, Users with a Standard License will always take precedence over Developer License holders.

### **7.2 User Feedback**

Users may provide feedback or feature requests to the Licensor by emailing to [support@centias.com](mailto:support@centias.com). Feature requests and feedback may be used by the Licensor in the future without attribution or compensation to the requester. The feedback provider or feature requester hereby grants the Licensor all rights necessary to incorporate such feedback or feature requests in future releases.

## **8. Term and Termination**

This Agreement shall become effective as soon as the Software is downloaded. The Agreement shall remain effective for as long as the Software is present on a Licensor's machine or data storage or in use by the Licensor in any way. Provisions such as Warranty, Disclaimer, Indemnification and terms that protect the integrity and intellectual property of the Software shall survive the termination of this Agreement.

## **9. Warranty**

The software product provided hereunder is offered on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, the Licensor disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Licensor does not warrant that the software will meet your requirements, that its operation will be uninterrupted or error-free, or that defects in the software will be corrected in a timely manner.

The Licensor shall not be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability arising in any way out of the use of this Software, even if advised of the possibility of such damage.

By using the Software, you acknowledge and agree that you assume full responsibility for any risks associated with its use and that you will not hold the Licensor liable for any issues or damages that may arise, except .

Exceptions apply in cases where the Licensor has acted in gross negligence or is culpable to injury to limb, life or health, in which case the Licensor shall be liable without limitation.

## **10. Software Updates**

### **10.1 Updates**

The Licensor may, at their sole discretion, provide updates to the Software. These updates may include bug fixes, patches, and other improvements designed to enhance the functionality, security, and performance of the Software. The Licensee may download and use these Updates at their own discretion.

### **10.2 Software Previews**

The Licensor may, at their discretion, offer preview versions of Updates for testing purposes. Preview versions are provided "as is" and may contain bugs or incomplete features. The Licensee's use of preview versions is at their own risk, and the Licensor shall not be liable for any issues arising from the use of preview versions.

## **11. Disclaimer**

The following limitations and exclusions of liability apply:

1. The Licensor's liability towards the Licensee is in relation to the Licensee's usage of the Software. The Licensor is not responsible for any financial losses or damages that arise from usage of the Software by the Licensee, unless such damages arise from gross negligence or intent from the Licensor.
2. In case of gross negligence and culpable injury to life, limb or health we shall be liable without limitation.
3. Should a negligent breach of our obligations occur that are not subject to cases stated in 2., liability shall be limited to the damage typical of the negligent nature of breach of contract.
4. These limitations and exclusions of liability are further applicable to our employees and all associates.

## **12. Indemnification**

You agree to indemnify and hold harmless the Licensor, its affiliates and employees for all claims, damages, losses, costs and expenses arising from or in any way related to your violation of the rights of any third parties.

## **13. Dispute Resolution**

The place of jurisdiction for all disputes between the Licensor and Licensees is in the courts of Munich, Germany as far as it is legally permissible.

## **14. Miscellaneous Provisions**

### **14.1 Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof in granting a limited Developer License for Centias and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

#### **14.2 Severability**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, and the affected provision shall be deemed modified to the extent necessary to make it valid and enforceable.

#### **14.3 Force Majeure**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, government actions, labor disputes, or internet outages. The Party affected by such an event shall promptly notify the other Party and use reasonable efforts to resume performance as soon as practicable.

#### **14.4 Agreement Amendments**

The Licensor reserves the right to modify, amend, or update this Agreement at any time and at its sole discretion. Any changes to this Agreement will be effective immediately upon posting the revised Agreement on the Licensor's Website or the [NuGet.org](https://www.nuget.org) package page. The date the Agreement has been last updated is included at the top of the Agreement. It is the sole responsibility of the Licensor to routinely check the update date and contents of the Agreement.

Continued use of the Software after the effective date of any changes shall constitute acceptance of the revised Agreement. If any changes to this Agreement are not acceptable to the Licensee, the Licensee may cease all use of the Software.

#### **14.5 Usage Restrictions**

The Software is not meant for use in any environment that provides critical functions to infrastructure, safety or similar circumstances. It is not meant to be used in any environment that requires guaranteed error-free execution or execution with real-time requirements.