

Terms & Conditions DroneBridge DLSE

This Agreement is entered into between the “Customer” (also referred to as “Licensee”) and the “Seller” (also referred to as “Licensor”):
foremost systems UG i.Gr./”in formation” (haftungsbeschränkt) with respect to section 10. of this document,
regarding the licensing of DroneBridge for ESP32 Drone Light Show Edition (DLSE) firmware for ESP32 hardware.

DLSE is offered only to business customers (B2B).

The offer of DLSE and its licenses is directed exclusively to entrepreneurs as defined in § 14 of the German Civil Code (BGB).

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1. PRICING & COMMERCIAL TERMS

1.1 Definitions. A DLSE License once purchased is not locked to any specific ESP32 hardware. Only through the process of license activation it becomes locked to a specific ESP32 hardware.

1.2 Per License Scope. A DLSE license is used to activate the DLSE firmware installed on a supported ESP32 model. It removes all restrictions that apply to un-activated firmware versions.

1.3 Grant of License. Subject to full payment, the Seller grants the Customer a non-exclusive, non-transferable, non-sublicensable right to activate the DLSE firmware removing the firmware's restrictions. With a DLSE license activated ESP32 hardware can be sold to a third party by the Customer. A DLSE license is granted perpetual per ESP32 device through activation.

1.4 Unit Pricing. The agreed-upon unit price for a DLSE License is visible during checkout, net of any applicable Value Added Tax (VAT) or similar taxes.

1.5 Delivery of Activated Licenses. Activated licenses are delivered electronically via download from drone-bridge.com.

1.6 Delivery of the Firmware. The DLSE firmware is delivered electronically as a public download via drone-bridge.com or other additional means suitable for delivery that are agreed between the Seller and the Customer. Customised versions of the DLSE firmware for the Customer (contain adaptations specific for the customer and not for the general public) are delivered using a direct channel or via the user dashboard of drone-bridge.com or other means that are agreed between the Seller and the Customer.

2. ORDERING & PAYMENT

2.1 Procurement Platform. Licenses shall be ordered via the user interface at drone-bridge.com. The platform supports both individual unit purchases and bulk quantity orders.

2.2 Payment Processing. All financial transactions are processed securely through Stripe.com and its authorized partners. The Seller does not store sensitive payment data (e.g. credit card data). Orders are only considered "complete" once Stripe provides a successful payment confirmation.

2.3 Account Crediting. Licenses are sold on a prepaid basis. Upon successful confirmation of payment, the corresponding number of license credits will be automatically deposited into the Customer's account on drone-bridge.com. These credits remain available in the account until "redeemed" or "consumed" via the activation process described in Section 3.

2.4 Expiration. No Expiration. Purchased and not redeemed (activated) DLSE license credits do not expire. They shall remain available in the Customer's account until redeemed, provided the account remains active and in good standing.

3. LICENSE ACTIVATION PROCESS

3.1 User Registration. The Customer is required to register with drone-bridge.com in order to buy DLSE licenses and in order to activate them for a specific ESP32 hardware.

3.2 Activation Mechanism. Licenses are activated by generating a unique license file via the drone-bridge.com license server for installation on supported ESP32 hardware. Upon activation for a specific unit, one (1) license credit is deducted from the Customer's account balance. The total number of activated ESP32 units may not exceed the total number of licenses purchased and held within the Customer's account. An internet connection to the license server is only required during the purchase, activation, or re-generation of a DLSE license. The ESP32 hardware running DLSE firmware does not require an internet connection.

4. SERVER AVAILABILITY & MAINTENANCE

4.1 Service Access. The Seller aims to provide consistent access to the license server at drone-bridge.com for license purchase, activation and regeneration. However, the Seller does not guarantee 100% uptime.

4.2 Scheduled Maintenance. The Seller reserves the right to perform periodic maintenance, which may result in temporary unavailability of the license server. Where possible, the Seller will provide advance notice of scheduled maintenance.

4.3 Limitation of Liability. The Seller shall not be held liable for any delays, losses, or damages resulting from the temporary unavailability of the license server, whether due to scheduled maintenance, internet service provider failures, or circumstances beyond the Seller's reasonable control.

4.4 Service Continuity. In the event of a sustained service interruption exceeding forty-eight (48) hours, the Seller shall provide an alternative manual activation process. During such periods, the Customer may submit activation requests directly to the Seller's support team, and the Seller shall exert commercially reasonable efforts to process these requests manually.

5. LICENSE SCOPE & RESTRICTIONS

5.1 Hardware Limitation. Each DLSE Firmware License is valid for one (1) specific ESP32 hardware unit only. Supported models are currently limited to: ESP32-C3, ESP32-C5, and ESP32-C6.

5.2 Non-Transferability and Finality. Once a license is assigned and bound via license activation to a specific hardware unit (as identified by its unique Activation Key or Hardware ID), the license is non-transferable to any other device. The Customer acknowledges that upon hardware activation, the license credit is fully consumed and becomes non-refundable.

5.3 Flash Erasure Policy. The license is stored locally on the ESP32. A full erasure of the ESP32 flash memory will result in the loss of the license. In such an event, a replacement license file for the same hardware unit may be regenerated at no additional cost via the provided license server.

Note: The full erasure of the flash memory is usually not necessary. It is possible to erase certain sections only, leaving the license untouched in the flash memory of the ESP32. There are technical means to extract and locally store a DLSE license file from an ESP32 hardware before flash erasure. The same license file can then be used to activate the same hardware without the need for an internet connection.

6. PROHIBITED USES & INTELLECTUAL PROPERTY

6.1 Non-Decompilation. The Customer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the DLSE firmware.

6.2 No Modification. The Customer may not modify, adapt, or create derivative works based on the firmware or the provided activation tools without express written consent from the Seller.

6.3 Bypassing Protection. The Customer is strictly prohibited from attempting to bypass, disable, or circumvent any license verification mechanisms, encryption, or security features implemented within the firmware or on the drone-bridge.com server.

6.4 Ownership. All intellectual property rights, titles, and interests in and to the DLSE firmware, including any updates or tools provided, remain the sole and exclusive property of the Seller. No ownership transfer occurs under this Agreement; only a limited right to use is granted.

7. WARRANTY AND “AS-IS” ACCEPTANCE

7.1 Opportunity to Test. The Customer acknowledges that the Seller provides a free version or documentation/tools to test the firmware's compatibility and features prior to purchase. By purchasing a license, the Customer confirms they have had the opportunity to verify that the DLSE Firmware meets their specific requirements and is compatible with their hardware environment.

7.2 "As-Is" Provision. Except as expressly stated otherwise, the software is provided "as-is." The Seller does not warrant that the software will be error-free or that it will function uninterrupted in all hardware configurations, given the variable nature of ESP32 manufacturing and third-party components.

8. LIMITATION OF LIABILITY & SAFETY

8.1 Scope of Liability. The Seller shall be liable without limitation for damages caused by intent or gross negligence, for claims under the Product Liability Act, and for damages resulting from injury to life, body, or health.

8.2 Simple Negligence. In cases of simple negligence, the Seller shall only be liable for the breach of "cardinal obligations" (essential contractual duties that must be fulfilled to enable the proper execution of the contract). In such cases, liability is limited to the foreseeable, typically occurring damage.

8.3 Liability Cap. To the extent permitted by law, the Seller's total aggregate liability for any claims arising out of or related to this Agreement (whether in contract, tort, or otherwise) shall not exceed the total amount paid by the Customer to the Seller in the twelve (12) months preceding the event giving rise to the claim.

8.4 Indirect Damages. Under no circumstances shall the Seller be liable for indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of data, hardware damage (beyond the firmware itself), or business interruption.

8.5 Use in High-Risk Applications. The firmware is provided "as-is." The Customer acknowledges that the use of the firmware in drone hardware carries inherent risks. The Customer is the integrator and solely responsible for ensuring the safety and regulatory compliance of the final hardware product.

8.6 Not for Safety-Critical Applications. The DLSE Firmware is provided as a general-purpose communication extension. It is not designed, intended, or authorized for use in safety-critical systems.

9. EXPORT CONTROL

The Customer is responsible for complying with all applicable export control laws and regulations regarding the hardware equipped with the DLSE firmware.

10. CONDITION PRECEDENT

This agreement is subject to the condition precedent of the entry of foremost systems UG (haftungsbeschränkt) into the commercial register at the competent local court (pursuant to Section 158 (1) of the German Civil Code (BGB)).

11. GOVERNING LAW & JURISDICTION

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 Jurisdiction. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Landshut, Germany.

11.3 Written Form Requirement. Any amendments or additions to this Agreement must be made in writing (email is sufficient to satisfy the "text form" requirement under § 126b BGB). This also applies to any waiver of this written form requirement.

11.4 Entire Agreement. This document contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications, whether electronic, oral, or written.

12. DATA PROTECTION (GDPR/DSGVO)

The Seller (data controller in the sense of GDPR) processes personal data in accordance with the General Data Protection Regulation (GDPR). Detailed information is available in the Privacy Policy at drone-bridge.com.

13. SEVERABILITY (SALVATORY CLAUSE)

Should any individual provision of this Agreement be or become invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed agreed upon which comes as close as possible to the original economic intent of the parties.

Sections on IP, confidentiality, liability, governing law, and accrued rights survive termination.