

# License Agreement (EULA) for the METRAVIEW software

## 1. Scope

- 1.1. This Agreement is a binding legal agreement between the User or the legal entity represented by the User and Gossen Metrawatt GmbH (hereinafter referred to as „GM“) for the METRAVIEW software as well as any associated media, materials, documentation, Internet-based services and applications (hereinafter referred to as “Software”).
- 1.2. In addition, the Terms and Conditions of Delivery of GM shall apply in their respectively current version. Any deviating, conflicting or supplementary general terms and conditions shall only become effective if GM has expressly agreed to them in writing form.
- 1.3. By installing, copying, or otherwise using the Software, the User agrees to be bound by the terms of this EULA. If he does not agree, he is not authorized to install, copy, or use the Software.

## 2. Delivery Item

- 2.1. GM shall deliver the Software in accordance with the product description on the GM website. The Software is delivered in the version which is current at the time of delivery.
- 2.2. The product description on the GM website is conclusively decisive with regard to the nature of the functionality of the Software delivered by GM. GM has no obligation to provide any functionality which goes above and beyond this description, unless GM has expressly confirmed such extended functionality in writing form.
- 2.3. The User must inform himself in advance about the essential functional features of the Software. Upon request, GM shall provide information concerning the Software’s technical range of applications and conditions of use.
- 2.4. The Software is not designed or intended for use in any applications or in connection with systems in which a failure of any kind could lead to danger to life or limb. This applies in particular to fail-safe systems, such as those used to control nuclear power plants, in communication systems or medical devices.
- 2.5. GM is entitled to modify the Software or to restrict its delivery at any time and without prior notice. Furthermore, GM is entitled to engage subcontractors for the performance of its contractual obligations.

## 3. Licensing

- 3.1. Provided that the User comply with all of the terms of this EULA, GM grants to the User the following rights to the Software:
  - ▶ GM grants the User a non-exclusive right to use the Software on a permanent basis. All copyrights and other proprietary rights relating to the Software are retained exclusively by GM or

the respective owners, unless they have been expressly assigned to the User. The Software may not be hired or rented out.

- ▲ The User is entitled to transfer the right of use granted to the User in this EULA to third parties, to the same extent granted to the User. In this case, the User must physically delete the used copy and any existing backup copy upon transfer. The purchaser shall be obligated by the User in writing to comply with this EULA.
  - ▲ The User is entitled to make backup copies of the Software to the extent necessary for the described application.
- 3.2. The User may only use the Software as intended and in compliance with the legal requirements. Any other use is prohibited, in particular the use:
- ▲ for purposes that are prohibited by any applicable law, contractual obligations or governmental or court orders,
  - ▲ for improper purposes, or
  - ▲ for purposes expressly prohibited by GM for a justifiable reason.
- 3.3. The User is responsible for the use of the project-specific licence key required for the Software to run. In particular, he may not pass the key to unauthorised third parties.
- 3.4. Hardware or Software used by the User for pool connections, reroute information, reducing the number of devices or users that have direct access or use the Software, or for reducing the number of devices or users that directly manage the Software (so-called multiplexing or pooling) does not reduce the number of licences required.
- 3.5. Any violation of the terms and conditions of this EULA shall immediately result in termination of all rights of use granted under this EULA.
- 3.6. GM is entitled to modify the Software from time to time, for example if bug fixes or changes in the system environment make this necessary. GM shall make any such new version available to the User, installation of the new version is the responsibility of the User at its own expense.

#### **4. Retention of Title and Ownership**

- 4.1. GM or the respective owners reserve all the rights not expressly granted to the User in this EULA. The Software is protected by copyright laws and by other intellectual property laws and agreements. GM or the respective owners retain ownership, copyright and all other commercial proprietary rights to the Software. The Software is licensed, not sold.

#### **5. Restriction with regard to Reverse Engineering, Decompilation and Disassembly**

- 5.1. The User is not entitled to reverse engineer, decompile, translate or disassemble the Software, or disassemble data formats or otherwise attempt to obtain the source code or parts thereof, unless mandatory statutory provisions of applicable law permit this notwithstanding this restriction and GM has not provided the required data and information after a written request with a reasonable period of time and has not concluded a non-disclosure agreement with the User to protect the source code from access by third parties.

#### **6. Support and Services**

- 6.1. No free technical support or services are provided for the Software. GM offers technical support or services for a fee. The provision of technical support or services is at the sole discretion of GM.
- 6.2. It is the User's responsibility to back up all their existing data, Software and programs before receiving technical support or services from GM.

- 6.3. GM, at its sole discretion, reserves the right to refuse, suspend or terminate any technical support or services.

## 7. Additional Software/Services

- 7.1. This EULA applies to updates, supplements, add-on components or Internet-based service components for the Software, which GM may provide or make available to the User, after the User has received the original copy of the Software, unless GM issues other terms and conditions to the User along with the updates, supplements, add-on components or Internet-based service components. GM reserves the right to discontinue at any time and without prior notice any Internet-based service provided to the User or made available to the User through the use of the Software.

## 8. Termination

- 8.1. The User may terminate this EULA in accordance with the applicable statutory provisions.
- 8.2. Notwithstanding any other rights, GM is entitled to terminate this EULA with immediate effect if there is reasonable suspicion of a risk of not inconsiderable damage to GM or third parties or if the User breaches the provisions of this EULA. In this case, the User is obliged to destroy all copies of the Software and all of its components.

## 9. Limited Warranty and Warranty Disclaimer

- 9.1. Insofar as not otherwise expressly agreed, the Software provided by GM corresponds to the current state of the art and conforms to the product information and specifications made available by GM, including information in the documentation.
- 9.2. GM does not warrant the suitability of the Software described in this EULA for purposes above and beyond the fulfilment of the contractual obligations of GM.
- 9.3. The User is herewith advised that, in accordance with the current state of the art, despite greatest possible conscientiousness and care, program errors cannot be excluded with 100% certainty and it's not possible to develop software that detects every existing virus or other malware.
- 9.4. To the fullest extent permitted by applicable law and in consideration of free provision of the Software without any license fee, GM makes the Software available to the User „as is“ and without any claim of being error-free. GM hereby excludes all other warranties and guarantees, whether express, implied or statutory, including but not limited to any implied warranty, duty or guarantee of merchantability, suitability for a particular purpose, reliability or availability, accuracy, completeness of responses, results, technical efforts, freedom from viruses, diligence, all support or other services provided or not provided with reference to the Software or other services, or information provided or not provided via the Software, software and related content provided or not provided via the Software or otherwise arising out of the use of the Software. Any warranty or guarantee of ownership, undisturbed use, undisturbed possession, conformity with the description or non-infringement of third-party rights with respect to the Software is also excluded.
- 9.5. Mandatory statutory provisions under applicable law shall remain unaffected.

## 10. Liability

- 10.1. GM is always liable to the User:
- ▲ for damages caused by GM as well as its legal representatives or vicarious agents, either intentionally or through gross negligence,
  - ▲ in accordance with product liability law,

- ▲ for damages resulting from injury to life, limb or health for which GM, its legal representatives or vicarious agents are responsible.
- 10.2. GM is not liable in the event of simple negligence, except insofar as GM has breached a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract or the breach of which jeopardizes the fulfilment of the purpose of the contract and upon the observance of which the User may ordinarily rely.
- 10.3. In the case of property damage and financial loss, liability shall be limited to foreseeable damage typical for this type of contract. Liability for remote consequential damages, such as lost profits and/or lost savings, is excluded.
- 10.4. GM shall not be liable if and to the extent that errors are attributable to modifications of or additions to the Software or its improper handling, or improper use of the Software by the User and/or third parties.
- 10.5. The preceding limitations of liability shall also apply with respect to all representatives of GM, in particular with respect to its managing directors, legal representatives, employees and other vicarious agents.

## **11. Export Restrictions, Customs Duties, Fees and Other Charges**

- 11.1. The User must comply with all international and national legal requirements applicable to the deliveries and services, in particular restrictions on users, use and destinations as well as export control and export administration regulations, in particular those of the Federal Republic of Germany, the European Union and the USA. Otherwise, the User is not authorized to install or use the Software.
- 11.2. The User is obliged to provide GM immediately upon request and at its own expense with all necessary information, in particular regarding the user, use and destination of the Software, and to provide corresponding evidence.
- 11.3. In the case of cross-border delivery or services, the User shall bear the costs of any customs duties, fees and other incurred charges.

## **12. Third-Party Open Source Provisions**

- 12.1. To a given extent, the Software contains open source software from third-party manufacturers, the use of which requires you to comply with the additional terms and conditions of such third-party manufacturers. The additional terms and conditions of these third-party manufacturers are available for download in their respectively current versions on the GM website. The User undertakes to strictly comply with the open source provisions.

## **13. Final Provisions**

- 13.1. The laws of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the Internationale Sale of Goods is excluded.
- 13.2. There are no ancillary agreements to this EULA. Amendments and addenda to this EULA must be made in writing form. This requirement stipulating the written form can only be waived by written agreement.
- 13.3. The exclusive place of jurisdiction for all disputes arising from or in connection with this EULA is Nuremberg, Germany. However, GM is also entitled to initiate legal proceedings at the general place of jurisdiction of the User.

13.4. If any provisions of this EULA are or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The parties agree that should this be the case, the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any loopholes in the agreement.

Nuremberg, 29.11. 2023  
**Gossen Metrawatt GmbH**