

# END USER LICENSE AGREEMENT (EULA)

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FOR IZYTRONIQ SOFTWARE



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# END USER LICENSE AGREEMENT (EULA) FOR IZYTRONIQ SOFTWARE

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Important legal notice for all end users: This end user license agreement (“EULA”) is a legal agreement between you (either as an individual or as a legal entity) and Gossen Metrawatt GmbH for the IZYTRONIQ software which accompanies this EULA and includes computer software and IZYTRONIQ interface software, as well as any associated media, printed materials, documentation in online or electronic format and Internet-based services (“software”). By installing, copying or otherwise using the software, you agree to be bound by the terms of this EULA. If you do not agree, you are not authorized to install, copy or use the software.

## 1 Delivery Item

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- 1.1 **Gossen Metrawatt GmbH** shall deliver the software in accordance with the product description contained in the documentation and the respectively valid performance specification, from which the license fee is also derived. In the absence of any other agreement, the software is delivered in the version which is current at the time of delivery.
- 1.2 The product description in the documentation is conclusively decisive with regard to the nature of the functionality of the software delivered by **Gossen Metrawatt GmbH**.
- 1.3 **Gossen Metrawatt GmbH** has no obligation to provide any functionality which goes above and beyond this description. No such obligation may be derived by yourself, in particular from other representations of the software in public statements or in the advertising of **Gossen Metrawatt GmbH**, unless **Gossen Metrawatt GmbH** has expressly confirmed such extended functionality in writing. Guarantees require the express, written confirmation of the managing director(s) of **Gossen Metrawatt GmbH**.
- 1.4 You have informed yourself regarding the essential functional features of the software and bear the risk as to whether or not it meets your desires and needs; in case of doubt, you have obtained advice from employees of **Gossen Metrawatt GmbH** or from competent third parties before entering into this agreement. Upon request, **Gossen Metrawatt GmbH** shall provide information concerning the software’s technical range of applications and conditions of use.

## 2 Licensing

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Provided that you comply with all of the terms of this EULA, **Gossen Metrawatt GmbH** grants you the following rights to the software and IZYTRONIQ interface software.

- 2.1 All copyrights and other proprietary rights relating to the software are retained exclusively by **Gossen Metrawatt GmbH**, unless they have been expressly assigned to the customer on the basis of the rights of use conferred herein. **Gossen Metrawatt GmbH** transfers to you the non-exclusive right to use the software for an unlimited period of time.
  - 2.1.1 In the case of the Business version, the licensor grants the customer a personal, non-exclusive license to install and use the software (single-user license). **The customer is entitled to install and use the software on one computer of his choice.**
  - 2.1.2 In the case of the Enterprise Premium version, the licensor grants the customer the right to use the purchased software within a network (network license). The customer is entitled to install the software to the server and to an unlimited number of computers within this network. Within the scope of the purchased number of simultaneously usable floating licenses (Premium team licenses), the software can be used simultaneously on the same number of different workstations logged in to this network.
  - 2.1.3 In the case of the Enterprise Ultimate version, the licensor grants the customer the right to extend the purchased right of use to include additional outdoor workstations (offline) beyond the scope of the license described in 2.1.2 (prerequisite). This right of use extends the range of functions of the Enterprise Premium version. The customer is entitled to install and use the software on one computer of his choice per Ultimate license extension.
  - 2.1.4 If the customer uses the Education version of the software, he may do so only for the purpose of basic and further training.
- 2.2 You are entitled to transfer ownership of the software to third parties, as well as the right of use granted to you in this EULA, to the same extent granted to yourself. In this case, however, you must physically delete the used copy and any existing backup copy upon transfer, unless you sell the software together with the hardware to the third party. The purchaser shall be obligated by you in writing to comply with this EULA. You shall immediately notify **Gossen Metrawatt GmbH** of the transfer of ownership and transfer of the right of use, stating the address of the purchaser. The software may not be hired or rented out.
- 2.3 You are entitled to make backup copies of the software to the extent necessary for the described application.

- 2.4 You are entitled to combine the software with other programs insofar as such combination is part of the described software application (e.g. running the program with certain system software). Combination with any other software is impermissible. IZYIONIQ interface software must be installed as a prerequisite for using the software. This interface software is an integral part of the IZYTRONIQ installation package and is provided to you free of charge by **Gossen Metrawatt GmbH**. The interface software must be installed by yourself at your own expense.

**Gossen Metrawatt GmbH** is entitled to modify the interface software from time to time, for example if bug fixes or changes in the system environment make this necessary. **Gossen Metrawatt GmbH** shall make any such new version available to you. New versions of the interface software must also be installed by yourself at your own expense.

The customer may use the interface software only to the extent necessary for use of the software. He is granted the right to use the interface software, which is limited to use of the software.

You are not entitled to pass on the interface software itself, or copies thereof, in part or in full, to third parties, even for a short period of time, or to rent, lease or hire out the interface software.

- 2.5 Any violation of the foregoing terms and conditions shall immediately result in termination of all rights of use granted to you under this EULA.

### 3 Retention of Title and Ownership

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**Gossen Metrawatt GmbH** reserves all rights not expressly granted to you in this EULA. The software is protected by copyright laws and by other intellectual property laws and agreements. **Gossen Metrawatt GmbH** retains ownership, copyright and all other commercial proprietary rights to the software. The software is licensed, not sold.

### 4 Restriction with Regard to Reverse Engineering Decompilation and Disassembly

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You are not entitled to reverse engineer, decompile or disassemble the software, except as permitted by applicable law notwithstanding this limitation.

### 5 Support and Services

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No free technical support is provided for the software. **Gossen Metrawatt GmbH** offers technical support services for a fee. The provision of technical support is at the sole discretion of **Gossen Metrawatt GmbH**. It's your responsibility to back up all of your existing data, software and programs before receiving technical support from **Gossen Metrawatt GmbH**. **Gossen Metrawatt GmbH**, at its sole discretion, reserves the right to refuse, suspend or terminate any technical support.

### 6 Additional Software/Services

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This EULA applies to updates, supplements, add-on components or Internet-based service components for the software, which **Gossen Metrawatt GmbH** may provide or make available to you after you have received your original copy of the software, unless we issue other terms and conditions to you along with the update, supplement, add-on component or Internet-based service components. **Gossen Metrawatt GmbH** reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the software.

### 7 Termination

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Notwithstanding any other rights, **Gossen Metrawatt GmbH** is entitled to terminate this EULA if you fail to comply with the terms specified herein. If this should be the case, you are obligated to destroy all copies of the software and all of its components.

### 8 Limited Warranty and Warranty Disclaimer

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- 8.1 Insofar as not otherwise expressly agreed, the software provided by **Gossen Metrawatt GmbH** corresponds to the current state of the art and conforms to the product information and specifications made available by **Gossen Metrawatt GmbH**, including information in the documentation. **Gossen Metrawatt GmbH** does not warrant the suitability of the software described in this EULA for purposes above and beyond the fulfilment of the contractual obligations of **Gossen Metrawatt GmbH**.
- 8.2 You are 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 that it's not possible to develop software that detects every existing virus or other malware.
- 8.3 To the fullest extent permitted by applicable law and in consideration of free provision of the interface software without any license fee, **Gossen Metrawatt GmbH** makes the software and support services available to you, if any are offered, "as is" and without any claim of being error-free. **Gossen Metrawatt GmbH** 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.

8.4 Mandatory statutory provisions under applicable law shall remain unaffected.

## 9 Liability

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9.1 We shall always be liable to you:

- for damage caused by ourselves, or our 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 we, our legal representatives or our vicarious agents are responsible.

9.2 We shall not be liable in the event of simple negligence, except insofar as we have 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 you may ordinarily rely.

9.3 In the case of property damage and financial loss, liability shall be limited to the foreseeable damage typical for this type of contract. Liability for remote consequential damages, such as lost profits and/or lost savings, is excluded.

9.4 **Gossen Metrawatt GmbH** shall not be liable if and to the extent that errors are attributable to modifications of or additions to the software or to its improper handling, or improper use of the remote function and/or the sequences function of the software by yourself and/or any third parties.

9.5 The preceding limitations of liability shall also apply with respect to all representatives of **Gossen Metrawatt GmbH**, in particular with respect to its managing directors, legal representatives, employees and other vicarious agents.

## 10 Export Restrictions, Customs Duties, Fees and Other Charges

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10.1 You undertake to comply, on your own responsibility, with all import and export regulations applicable to our deliveries and services, in particular those of the USA.

10.2 In the case of cross-border delivery or services, you shall bear the costs of any customs duties, fees and other incurred charges.

## 11 Third-Party Open Source Provisions

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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 from the website of **Gossen Metrawatt GmbH** in their respectively current versions. You undertake to strictly comply with the open source provisions.

## 12 Final Provisions

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12.1 The laws of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods is excluded.

12.2 There are no ancillary agreements to this EULA. Amendments and addenda to this EULA must be made in writing. This requirement stipulating the written form can only be waived by written agreement.



12.3 The exclusive place of jurisdiction for all disputes arising from or in connection with this EULA is Nuremberg, Germany. However, we are also entitled to initiate legal proceedings at the general place of jurisdiction of the end user.

12.4 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, the 22<sup>nd</sup> of March, 2021

**Gossen Metrawatt GmbH**

**GMC INSTRUMENTS**

 **GOSSEN METRAWATT**  
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