

Consolidated End User Licence Agreement (EULA) for the software 'RelaxIS 3'

1. Preamble

This End User Licence Agreement (EULA) governs the temporary (rental licence) or permanent (permanent licence) transfer and use of the standard software 'RelaxIS 3' (hereinafter referred to as 'Software') by rhd instruments GmbH & Co KG, Darmstadt (hereinafter referred to as 'Licensor'), to the customer as the licensee (hereinafter referred to as 'Licensee').

2. Definitions

- 'Software': The computer program 'RelaxIS 3' together with documentation and any updates or upgrades provided.
- 'Licensee': The contractually authorised, using party (customer/user).
- 'Licensor': rhd instruments GmbH & Co KG.
- 'Scope of Use': The scope of use and purpose of use agreed upon in the contract.
- 'Update': Any change or improvement to the software within a major version number (e.g. 3.0.28 to 3.0.29), typically for bug fixes, stabilisation or to remedy minor functional deficiencies. These updates are included in the price.
- 'Upgrade': Change of the software to a new main version with extended or fundamentally changed functions (e.g. from RelaxIS 3 to RelaxIS 4). Upgrades are not included in the licence price for the current version and require a separate contractual agreement.
- 'Support': Short-term technical assistance from the Licensor for questions regarding installation, application or error messages.
- 'Maintenance': Regular, contractually agreed maintenance, including bug fixes, security patches and adjustments to supported operating systems.
- 'License container': USB activation dongle or online access, depending on the agreed licence model.
- 'Misuse': Any use beyond the scope of use, in particular simultaneous multiple use of a single-user licence, unauthorised transfer, decompilation outside the scope of what is permitted by law, distribution to third parties, intentional or grossly negligent violation of security/confidentiality requirements, and manipulation of the dongle or access data.

rhd instruments GmbH & Co. KG Otto-Hesse-Straße 19 / T3 64293 Darmstadt Sitz der Gesellschaft: Darmstadt Amtsgericht Darmstadt HRA 85824 USt-IdNr. DE 292211030 WEEE-Reg.-Nr. DE 54715752	Haftende Gesellschafterin rhd instruments Verwaltungs GmbH Sitz der Gesellschaft: Darmstadt Amtsgericht Darmstadt HRB 96374 Geschäftsführer: Dr. Benedikt Huber Dr. Marcel Drüscher	Konto: Volksbank Mittelhessen IBAN: DE84 5139 0000 0024 8647 07 BIC: VBMHDE5FXXX	Firmenkontakt: Tel.: +49 6151 8707187 Fax.: +49 6151 8707189 Web: www.rhd-instruments.com Email: info@rhd-instruments.com
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3. Subject matter of the contract; licence models

3.1. The software is provided to the Licensee for the period specified in the contract (rental) or on a permanent basis (purchase) for use within the agreed scope of use exclusively in accordance with this EULA.

3.2. The type of access (licence container via dongle or online authentication) is specified in the contract.

3.3. There are two licence models:

I. Temporary (Rental) Licence:

- The Licence is granted for a limited period as specified in the contract.
- Upon expiration or termination, all rights of use expire and the software must be deleted.
- Support and maintenance services are generally included for the duration of the contract.
- No transfer or assignment to third parties is permitted without express written consent.

II. Permanent (Purchase) Licence:

- The Licence is granted for an indefinite period of time, subject to the terms of this Agreement.
- The Licensee is entitled to use the version purchased, but not automatically to upgrades or support unless agreed separately.
- Maintenance and support are only included if a separate maintenance agreement has been executed.
- Permanent transfer to a third party is only possible with complete assignment of the licence and after deletion of all copies, subject to Licensor's consent.

4. Rights and obligations of the Licensee

4.1. The Licensee is granted a non-exclusive, non-transferable right of use to the agreed extent. Transfer to third parties or permanent transfer is excluded, except with the express written consent of the Licensor (purchase licence: complete transfer only with contract transfer to the third party).

4.2. The Licensee is entitled to use the software on an unlimited number of end devices. However, unless otherwise contractually agreed, the Licensee is only entitled to use the software on one end device at a time by one user.

4.3. The creation of backup copies is permitted within the scope of the statutory provisions. Decompilation is only permitted to the extent expressly permitted by mandatory statutory provisions.

4.4. The Licensee is responsible for protecting the licence container from misuse and unauthorised access by third parties.

4.5. In the event of proven misuse within the meaning of this EULA, the Licensor is entitled to withdraw the right of use without notice. In the case of a dongle licence container, the Licensee hereby undertakes to refrain from any further use.

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5. Installation and initial activation

Installation shall be carried out by the Licensee on its own responsibility in accordance with the documentation provided. The agreed system requirements apply for proper operation.

6. Support and maintenance

6.1. If expressly agreed, the Licensor shall provide the Licensee with support and maintenance. This is regularly included in the licence fee, especially for rented software; for permanent licences, this is only included if a separate maintenance contract has been concluded.

6.2. Support includes assistance with technical and application-related questions and errors within the specified support hours. Maintenance includes bug fixes, security patches, adjustments to supported operating systems and (only if contractually agreed) upgrades.

6.3. The availability of maintenance and support generally ends upon expiry of the contract or the paid licence period.

6.4. If the software version is no longer maintained by the Licensor, there shall be no entitlement to maintenance or support.

7. Remuneration; payments

Remuneration shall be paid in accordance with the individual contract. If the Licensee is in default of payment, the Licensor shall be entitled to block access and use after prior warning and to charge default interest or a flat-rate fee.

8. Liability for defects; exclusion of liability

8.1. Liability for defects and other liability shall be governed by the mandatory provisions of law.

8.2. In all other respects, the Licensor shall only be liable for gross negligence or intent.

9. Data protection and confidentiality

9.1. Personal data shall be processed in accordance with applicable data protection law.

Telemetry data shall be processed anonymously unless expressly agreed otherwise.

9.2. Both parties undertake to maintain confidentiality with regard to all trade and business secrets that become known in the course of the licence relationship.

10. Final provisions

10.1. The place of jurisdiction is Darmstadt, provided that the Licensee is a merchant, a legal entity under public law or has no general place of jurisdiction in Germany. German law applies exclusively. The application of the CISG is excluded. Separate agreements between the Licensor and the Licensee in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over this End User Licence Agreement. Unless proven otherwise, the content of such separate agreements shall be governed by a written agreement or the Licensor's written confirmation.

10.2. The Licensee's general terms and conditions do not apply.

10.3. Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.

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