

License Agreement

1. Subject matter of the contract

- 1.1 This Software-License Agreement (hereinafter „Agreement“) supplements the Terms of Use of the Endress+Hauser-websites (hereinafter „Terms of Use“). In case of contradiction between the aforementioned provisions the Agreement shall prevail.
- 1.2 Subject matter of this Agreement is the Applicator-Software (hereinafter “Software”) which has been developed by Endress+Hauser Consult AG, Kägenstrasse 2, CH-4153 Reinach (BL) (hereinafter „Licensor“) and which is left to the user (hereinafter “Licensee”) for the usage in accordance with this Agreement. It is expressly stated that the source code of the Software does not form part of this Agreement and will not be made available to the Licensee. Licensor reserves the right to make changes to the Software or to the accompanying documentation at any time and without informing the Licensee.
- 1.3 The Software is made available to the Licensee either by means of a download link via e-mail or online at the following internet address:
<https://portal.endress.com/webapp/applicator10/callapplicator.xml>
- 1.4 The Licensee has no claim to free delivery or automatic supply of new Software versions, updates or upgrades of the Software or the modified or adapted documentation. Furthermore, the Licensor is not obliged to provide any support services in connection with the Software provided.
- 1.5 All provisions of this Agreement shall apply mutatis mutandis to new Software versions, updates or upgrades of the Software or to the modified or adapted documentation, which may be made available to the Licensee.

2. Rights to the Software

The Terms of Use shall apply mutatis mutandis to all rights, titles and claims of, to, from, out of and in connection with the Software and the accompanying documentation.

3. Extent of the license

- 3.1 The Licensor grants to the Licensee a limited, non-exclusive, non-transferable, non-sublicensable and at any time revocable right to use the Software and the accompanying documentation for his own, internal purposes and according to the following provisions.
- 3.2 The Licensee may only duplicate the Software as well as parts thereof and the accompanying documentation as far as it is necessary for the use of the Software by the Licensee or his employees. The necessary duplications include the installation of the Software on the hard disk(s) of the hardware in use and the loading of the Software into the working memory.
- 3.3 Apart from the rights of use expressly granted in this Agreement, the Licensee does not acquire any rights to the Software and the accompanying documentation. In particular, Licensee shall not be entitled to supplement, edit, modify, or otherwise alter, duplicate, pass on, surrender, transfer, assign, publish, make available, sell, lease, exploit or commercialize the Software, parts thereof or the accompanying documentation.

4. No advice, instructions or offers

- 4.1 The Software intends to provide the Licensee with information on the products, solutions and devices developed, offered and distributed by the Endress+Hauser-group. The Software serves as a decision-making aid for the development of new measuring points and for the retrofitting or updating of existing measuring points and supports in the order preparation process, e.g. by creating order codes.
- 4.2 Order codes for products, solutions and devices which have been created by using this Software are to be considered as invitations for submitting an offer and have to be transmitted to an Endress+Hauser group company (hereinafter "Endress+Hauser").
- 4.3 It is expressly stated that no technical advice, instructions or the like are given to the Licensee through the usage of the Software. For specific inquiries or consultations regarding our products, solutions or devices, please contact Endress+Hauser directly. In any case, the accompanying documentation, in particular the technical information, particular specification, instructions for use etc., must be observed before using our products, solutions and devices.

5. Exclusion of warranty and liability

The Terms of Use shall apply mutatis mutandis to the warranty and liability arising from, out of and in connection with the Software and the accompanying documentation including the results and findings gained through the usage of the Software.

6. Final provisions

- 6.1 The Licensor reserves the right to transfer its rights and obligations under this Agreement to an affiliated company of the Endress+Hauser-group at any time without informing the Licensee. The Licensee may transfer its rights and obligations only with the written consent of the Licensor.
- 6.2 Should individual provisions of this Agreement be completely or partially invalid, the remaining conditions remain valid. Ancillary agreements to this Agreement must be made in writing.
- 6.3 Swiss law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. Place of jurisdiction is the registered seat of the Licensor.