

**General license conditions
for the double pulse test software**

a service of the PE-Systems GmbH
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1. The customer shall have the non-exclusive right to use the double pulse test software (following software), on the devices intended for this purpose, in unmodified form to the extent of the agreed type of use. The customer may make one copy of each delivered software to the extent necessary for data backup. In doing so, he shall record the whereabouts of the copies and reproduce alphanumeric identifications, trademarks and copyright notices unchanged. The customer does not have the right to make copies of the documentation.
2. The customer may use the software on any hardware available to him but must delete the software from the previously used hardware in the event of a hardware change.
3. The customer is not entitled to translate, edit, decompile, reverse engineer or disassemble the software. If Customer requires information that is essential for the interoperability of the software with other independently created computer programs, customer shall request such information directly from PE-Systems, unless such changes are already permitted under the product information or data supplied with the software. PE-Systems reserves the right to provide or refuse to provide the required information.
4. The customer is not entitled to make changes or interventions in the software itself or through third parties, not even to eliminate possible program errors.
5. The leasing of the software, the granting of sub-licenses, as well as the use of the software within an Application Service Provider (ASP) may only take place with the express consent of PE-Systems.
6. Customer shall be entitled to transfer ownership of the software, including the manual and other accompanying material, to third parties, provided that the acquirer agrees to the continued validity of these contractual terms and conditions also vis-à-vis him. The release must be made in writing. In the event of transfer, the customer must hand over to the acquirer all copies of the program, including any existing backup copies, or destroy the retained copies.
7. PE-Systems excludes liability for negligent breaches of duty - including those of vicarious agents - provided that these do not relate to damage resulting from injury to life, limb or health, or to material contractual obligations or guarantees. The exclusion does not affect claims under the Produkthaftungsgesetz (Product Liability Act).
8. Liability is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. Material contractual obligations are obligations the fulfillment of which is essential to the proper performance of the contract and compliance with which the contracting parties may regularly rely on. Compensation for damages due to breach of material contractual

obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence.

9. The above limitation of liability shall also apply to PE-Systems' representatives, employees and vicarious agents.
10. Darmstadt shall be the place of jurisdiction for all legal disputes arising from and in connection with this contractual relationship. The right of PE-Systems to bring an action before the court of another statutory place of jurisdiction shall remain unaffected.
11. The law of the Federal Republic of Germany shall apply to the exclusion of the laws on the international purchase of movable property (CISG) and to the exclusion of the laws on private international law. Mandatory provisions of the state in which the customer has his registered office remain unaffected.