

General license conditions
for the double pulse test software

a service of the PE-Systems GmbH
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Status [12/2022]

1. The customer shall have the non-exclusive right to use the products, 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 product 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. The customer shall not be granted the right to use the products until the purchase price has been paid in full.
8. If the delivered item, including the manuals and other documents, should have defects, these shall be remedied by the supplier within the legally prescribed period of two years from delivery - after appropriate notification by the user. In this case, the customer has the choice between a free repair or replacement delivery. A replacement delivery shall only be made against return of the defective item.
9. The customer shall be entitled to demand a reduction of the remuneration (abatement) or to withdraw from the purchase at its discretion, insofar as the defect cannot be remedied within a reasonable period of time, the law deems the setting of a deadline to be dispensable or the rectification/replacement delivery is to be regarded as having failed for other reasons. A failure of the rectification shall only be deemed to have occurred if the Seller has been given sufficient

opportunity to rectify the defect or to make a replacement delivery without the desired success being achieved, which shall generally only be deemed to have occurred after two failed attempts. In addition, a failure is given if rectification or replacement delivery is refused or unreasonably delayed by the seller. Furthermore, if there is reasonable doubt as to the prospects of success or if there is unreasonableness for other reasons.

10. The customer, unless it is a consumer, an inspection and complaint obligation. Such a customer is therefore obliged to inspect the delivered goods for obvious defects that would be readily apparent to an average customer. Obvious defects include, in particular, the absence of manuals and significant, easily visible damage to the goods. If a different item or an insufficient quantity is delivered, this is also an obvious defect. Such obvious defects must be notified to the seller in writing within four weeks after delivery. Defects that only become apparent later must be notified to the seller within four weeks after they have been recognized by the customer. Should the customer fail to comply with his obligation to inspect the goods and give notice of defects, the goods shall be deemed to have been approved in view of the defect in question.
11. The Seller 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 Product Liability Act.
12. 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.
13. The above limitation of liability shall also apply to PE-Systems' representatives, employees and vicarious agents.
14. If Customer is a merchant, a legal entity under public law or a special fund under public law, Darmstadt shall be the place of jurisdiction for all legal disputes arising from and in connection with this contractual relationship. The right to bring an action before the court of another statutory place of jurisdiction shall remain unaffected.
15. The law of the Federal Republic of Germany shall apply to the exclusion of the laws on the international purchase of movable property and to the exclusion of the laws on private international law. Mandatory provisions of the state in which the user has his habitual residence remain unaffected.