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# 1. END-USER LICENSE AGREEMENT (EULA) FOR THE VALLEN AE SUITE SOFTWARE

Last Updated: June 2022

## 1.1. IMPORTANT - READ CAREFULLY

This Vallen Systeme End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Vallen Systeme GmbH for the Vallen Systeme software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Vallen Systeme. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you accept the terms of this EULA. If you do not accept them, do not install or use the SOFTWARE PRODUCT;

## 1.2. SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

### 1.2.1. Types of Licenses

The SOFTWARE PRODUCT license can be version limited or date limited. The version limited license allows you to exercise the rights granted in this EULA for an indefinite time up to a certain software version of the SOFTWARE PRODUCT. The time limited license allows you to exercise the rights granted in this EULA for a limited time period for all published versions of the SOFTWARE PRODUCT.

### 1.2.2. KeyFile

The license type, its rights and restrictions can be enforced by a KeyFile. The KeyFile Certificate is the human readable form of the KeyFile.

## 1.3. GRANT OF LICENSE

For the duration of this agreement, this EULA grants you the following non-transferable, personal, non-exclusive rights:

### 1.3.1. Data Acquisition and Data Analysis Software

You may install, activate, use, access, display, run, or otherwise interact with ("RUN") the SOFTWARE PRODUCT, or any prior version, provided it is compatible to the Windows operating system, on devices of information technology ("COMPUTER").

A SOFTWARE PRODUCT which license is enforced by a KeyFile may be limited to RUN on a specified number of COMPUTERS.

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### **1.3.2. Storage/Network Use**

You may also store or install the SOFTWARE PRODUCT on a storage device, such as a network share, used only to RUN the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on which the SOFTWARE PRODUCT is RUN from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS.

### **1.3.3. Reservation of Rights**

All rights, especially all publication, reproduction, processing, development and exploitation rights, not expressly granted are reserved by Vallen Systeme GmbH.

## **1.4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

### **1.4.1. Limitations on reverse engineering, de-compilation and disassembly**

You may not, reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, make copies of the SOFTWARE PRODUCT, except for what is granted in this EULA or with the prior written consent of Vallen Systeme, publish the SOFTWARE PRODUCT for others to copy; rent, lease or lend the SOFTWARE PRODUCT except for what is granted in this EULA; work around any technical limitations in the SOFTWARE PRODUCT except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

### **1.4.2. Separation of Components**

The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated on different devices..

### **1.4.3. Support Services**

Vallen Systeme may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Vallen Systeme policies and programs described in the user manual, in "online" documentation, and/or in other Vallen Systeme-provided materials. Any supplemental software code provided to you as part of the Support Services is considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Vallen Systeme as part of the Support Services, Vallen Systeme may use such non-personal information for its business purposes, including product support and development. Any personal data is handled according to the General Data Protection Regulation (EU) 2016/679 (GDPR) article 6(1).

### **1.4.4. Software Activation**

Vallen Systeme may collect, use and transfer machine specific data during SOFTWARE PRODUCT activation. Information collected will be machine specific and will be used for activation of the related SOFTWARE PRODUCT and SOFTWARE PRODUCT license validation.

### **1.4.5. Benchmarks**

Performance benchmarks are defined for the system without background programs running. In case that any background programs or services, such as antivirus, screen saver, backup service or other similar tasks, are installed, the user must expect a performance drop of the system.

### **1.4.6. Software Transfer**

License transfer needs the written permission of Vallen Systeme.

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#### **1.4.7. Duration**

This EULA runs for an indefinite period of time.

#### **1.4.8. Termination**

This EULA may be terminated in writing within a three months' notice. Without prejudice to any other rights, Vallen Systeme may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

Upon termination of this agreement, you are no longer entitled to use the SOFTWARE PRODUCT in any form whatsoever and to obtain upgrades or Support Services.

### **1.5. UPGRADES**

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Vallen Systeme as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one COMPUTER.

### **1.6. COPYRIGHT / INTELLECTUAL PROPERTY RIGHTS**

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Vallen Systeme. Vallen Systeme retains and reserves all rights, title and interests in the intellectual property rights of the SOFTWARE PRODUCT. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation which is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy and/or open to third parties the printed materials accompanying the SOFTWARE PRODUCT.

### **1.7. DAMAGES DUE TO VIOLATIONS OF THIS EULA**

The licensee is liable for all damages resulting from a violation of this EULA, including violations of intellectual property rights suffered by Vallen Systeme.

### **1.8. LIMITATION OF LIABILITY/ DISCLAIMER OF LIABILITY**

Vallen Systeme GmbH is not liable for damages of any kind to the extent of applicable law, as far as such damages are not due to an intentional or grossly negligent behavior of Vallen Systeme. In no event Vallen Systeme shall be liable for lost profits, consequential, indirect or incidental damages (including, but not limited to loss of use, loss of data or business interruption). The statutory period of limitation for the judicial assertion of claims for damages shall be shortened to 2 years.

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## 1.9. DATA PROTECTION

The data protection notice from Vallen Systeme with all information on data protection is made available to you separately. Further information is also available at <https://www.vallen.de/datenschutz/>. At your request, the data protection notice will be sent to you again by post or by E-Mail.

## 1.10. MISCELLANEOUS

- a. Place of performance shall be the corporate seat of Vallen Systeme GmbH, in Wolfratshausen/Germany.
- b. The exclusive place of jurisdiction for disputes resulting from or in relation to this EULA shall be Munich, Germany. Vallen Systeme is also entitled to bring the matter before the court at the corporate seat of the licensee. The governing law shall be the law of the Republic of Germany excluding the conflict of law rules and the UN Convention on Contracts for the International Sales of Goods (CISG).
- c. If any terms and/or clauses of this EULA are invalid or become invalid, the validity of all other terms and/or agreements shall not be affected. Invalid or absent clauses shall be replaced by valid clauses which constitute the economic intent of the parties.
- d. Vallen Systeme reserves the right to change any of the terms and conditions contained in this EULA at any time and in its sole discretion. When changes are made, Vallen Systeme will revise the "Last Updated" date at the top of this EULA.
- e. In Addition to this EULA, the General Terms and Conditions of Vallen Systeme, available at <https://www.vallen.de> apply