

**Licensing terms for fee-based add-on programs for the SweepMe! standard software.
("Premium Modules EULA")** (Last revised: 2022-10-10)

Part 1: General Section

§ 1 General provisions

(1) SweepMe! GmbH, Bienertstraße 18, 01187 Dresden (hereinafter "Licensor") consents to the use of *Premium Modules* for the SweepMe! *primary program* by the *Licensee* exclusively under the following terms and conditions. However, the foregoing notwithstanding, the SweepMe! EULA applies in cases where the *Licensee* is a *private user*. Notwithstanding the present licensing terms, the SweepMe! EULA also applies to the *primary program* including cost-fee *Add-On programs*. In addition, certain *Add-On programs* may have special license terms and important information and notices that are contained in a document provided with the respective *add-on program*.

(2) These licensing terms are composed of Part 1 "General Section" and Part 2 "Country and Region-Specific Terms and Conditions".

(3) The *Premium Modules* are legally protected. As between the *licensee* and the Licensor, the copyright, patent rights, trademark rights and all other property rights in the *Premium Modules* are exclusively owned by the Licensor.

§ 2 Definitions

For purposes of these licensing terms,

1. A *free license* is a royalty-free user license that permits the use, redistribution and modification of copyrighted works under certain conditions specified in the licensing terms (e.g. for open source software under the BSD license or LGPL license or for images under the Creative Commons License);
2. *Primary Program* refers to the free measurement and control software SweepMe! including some basic modules and device classes as well as the installation program provided that are already provided free of charge with the SweepMe! measurement and control software, as well as any documentation supplied;
3. *Country of Installation* refers to a country in one of the territories referred to in Part 2 "Country and Region-Specific Conditions" in which the *Computer* on which the *Licensee* first installs the *Premium Modules* after downloading is located;

4. The *licensee* is any natural or legal person or partnership acquiring, downloading or installing the *Premium Modules*;
5. *Premium Module* means an *Add-On* program that is generally subject to a fee but that may, as an exception, be acquired by *Private Users* free of charge;
6. *Private User* means any natural person who acquires a *Premium Module* as a free private license;
7. *Computer* means any physical device on which the primary program is installed, regardless of whether it is a workstation or a server;
8. *Add-On Programs* refers to any supplemental modules, device classes, extensions and programs or program components other than the *Primary Program* acquired by the *Licensee* in addition to the *Primary Program*.

§ 3 Consent to the application of these licensing terms

As a rule, the Licensor obtains the *licensee*'s consent to the application of these licensing terms upon download and prior to the completion of the installation process. Irrespective of this, the *licensee* declares its agreement to the application of these licensing terms no later than upon installing and/or otherwise using the respective *Premium Module*.

§ 4 Scope of the rights of use in the *Premium Modules*

(1) The Licensor grants the Licensee a simple, unlimited right of use in the respective *Premium Module* for the territory of the Country of Installation; the right of use is transferable to a limited extent. Any use outside the Country of Installation and the territories specified in Part 2 "Country and Region-Specific Conditions" is prohibited.

(2) If a *Premium Module* is acquired as a free private license, the *Private User* may only use it for purely private purposes; any use for professional, commercial, independent or commercial purposes is prohibited.

(3) The right of use is limited to the purpose for which such right was granted. The *Premium Modules* may not be used in a manner that may cause significant harm to *licensee*, third parties or the environment. Accordingly, by way of example and without limitation, use of *Premium Modules* is prohibited if

- a) There is a risk of harm to people, animals or the environment;

- b) There is a risk of considerable financial loss or damage to property;
- c) The respective use is related to the performance of animal or human experiments;
- d) Use is in the field of genetic engineering;
- e) The respective use is directly in conjunction with vehicle production/design, with machines that directly control the manufacturing process of products, with systems that regulate the safe operation and control of road and rail vehicles, or with the creation of games, ring tones and downloadable music;
- f) The respective use is directly in conjunction with medical and laboratory technology, with which there is a direct risk of personal injury;
- g) The respective use is in conjunction with the design, construction, manufacture, monitoring, control, or delivery of nuclear facilities;
- h) The respective use is directly in conjunction with the design, construction, manufacture, or delivery of aircraft or spacecraft, including the control and monitoring of air or space traffic; or
- i) Use is for weapon systems.

The limitation of the right of use does not extend to measurement related analyses, in particular of integrated circuits and electronic modules or sensor systems, even if these may be related to the applications mentioned under items e), f) and h).

(4) A *Premium Module* may only be installed at the *Licensee's* premises, only as one unit with the *primary program* and only on the contractually agreed number of *computers*. However, network access is permitted from any number of workstations of the *Licensee*.

(5) All other forms of use, in particular renting or using the *Premium Modules* by and for third parties (e.g. by outsourcing, computer centre operations, application service providing, cloud services) are not permitted without prior written approval from the Licensor.

(6) *Premium Modules*, documents, proposals, test programs and other objects of the Licensor associated with the *Premium Modules* to which the *licensee* is provided access before or after conclusion of the contract are deemed to be the intellectual property and trade and business secrets of the Licensor. To the extent not otherwise provided above, they may not be used in any form without written authorisation from the Licensor and must be kept confidential as provided in Section 14 (Confidentiality).

§ 5 Copies of *Premium Modules*

The *licensee* may make copies of the *Premium Modules* exclusively to exercise its rights of use and for backup purposes. Backup copies must be kept securely on the premises of the *licensee* and, as far as technically possible, must include a reference to authorship by the Licensor. Copies no longer required have to be deleted or destroyed. The manual and other documents provided by the Licensor may be copied only for internal purposes. Transfers to third parties are prohibited subject to the provisions of Section 7 (Transfers to third parties).

§ 6 Copyright notices

The Licensor applies references to the Licensor's authorship to the code for the *Premium Modules*, the user interface and documentation to the extent such documentation is provided. The *licensee* may not modify or adulterate these notices without authorisation from the Licensor.

§ 7 Transfers to third parties

(1) To the extent that the Licensor placed the *Premium Modules* on the market within the territory of the European Union or any other signatory to the Agreement on the European Economic Area, the *licensee* is only entitled to transfer the *Premium Module* to third parties, in whole or in part, on the basis of the following rules and after completing the following procedures:

- a) The *licensee* transfers the *Premium Module* to the third party. To the extent that the Licensor supplied on the *Premium Module* on data media, the *licensee* provides such data media to the third party. Similarly, the *licensee* provides the third party all user manuals and other documents related to the *Premium Module* provided by the Licensor.
- b) The *licensee* deletes all other copies of the *Premium Module* (regardless of version), including without limitation on workstation computers, servers, data media and other storage media, with the exception of copies made within the scope of data backup and archiving such that segregation and separate deletion is not possible or would require unreasonable effort and expense, completely and finally ceases use and provides written confirmation to the Licensor that it has complied with these obligations.
- c) The transfer to the third party is permanent, i.e. without a right of return or re-purchase option.

d) The *licensee* declares in writing to the Licensor that the *licensee* has notified the third party of the rules of these licensing terms, in particular Section 4 (Scope of rights of use in the *Premium Modules*) and Section 14 (Confidentiality).

(2) To the extent that the Licensor placed a *Premium Module* on the market outside of the territory of the European Union or that of any other signatory to the Agreement on the European Economic Area, it may not be transferred to third parties absent written authorisation from the Licensor.

§ 8 Revocation of the right of use

(1) The Licensor may revoke the *Licensee's* rights of use for good cause. Without limitation, good cause includes circumstances where the *Licensee* materially violates its obligations under these licensing terms despite a written warning.

(2) All declarations in connection with the foregoing must be in writing in order to be effective (e.g. e-mail).

§ 9 Obligations upon a lack of or loss of the right of use

In the event the right of use does not arise or terminates, the Licensor may demand that the *licensee* return all objects and *Premium Modules* provided to it as well as the destruction of all copies of such objects and *Premium Modules* or a written assurance that all objects and *Premium Modules*, including all copies, have been fully and permanently destroyed.

§ 10 Third party programs and *free licenses*

(1) If the *Premium Module* contains or uses a third-party program or a program under a *free license*, the license terms applicable to such programs shall apply rather than the terms of the instant licensing agreement.

(2) Without limitation, *Premium Modules* contain or use program libraries provided by third parties or under a *free license*. The program libraries concerned, and their licenses, can be found in the corresponding license.txt file in the installation directory; the applicable licensing terms and conditions must be followed.

§ 11 Special risks of use

Without limitation, the Licensor notes the following risks related to the use of *Premium Modules* (including in combination with the free *primary program* and free *Add-On programs*), whereby there is no claim made as to completeness:

1. The security provisions, risks and disclaimers of the relevant manufacturers apply to hardware and other devices used by *licensee* with a *Premium Module*; This applies likewise to third party software used by *licensee* with a *Premium Module*.
2. Complex control and measurement procedures can be created by integrating device classes. Interactions between these device classes can lead to dangerous reciprocal effects. Before use, potential risks must be clarified with a safety officer and appropriate safety measures taken. Use of the *Premium Module* is prohibited if the risks cannot be estimated on the basis of experience.
3. Use of the *Premium Modules* may endanger third parties. The *licensee* shall take appropriate safety measures.
4. Errors in or unexpected behaviour by the *Premium Modules* can cause damage to people, animals and objects. The *licensee* shall take appropriate safety measures. Such unexpected behaviour may also result from interactions with defective hardware or other computer programs.
5. Errors in the operation of the *Premium Modules* may result in the circumstance that activated devices, automatic machines or other machines are not switched off correctly and may still carry out their functions even after the measurement and control routines have concluded. All activated devices, automatic machines or other machines must therefore be regarded as in operation at all times.
6. When a *Premium Module* or the system becomes unresponsive, e.g. due to high load, it may no longer be possible to operate the software properly; the measurement has to be cancelled immediately.
7. *Premium Modules* may include device classes that have not been provided by the Licensor. The Licensor is not responsible for the correct functioning and operation of any such device classes. In particular, untested equipment classes could perform harmful operations and cause significant damage. Checking the source code of external device classes before including them, and reviewing their publishers with regard to confidentiality, is advisable.
8. In the program, the decimal separator is a full stop. Entering a character other than a decimal separator can lead to misinterpretation of the numerical value.

§ 12 Special obligations of the Licensee

The licensee undertakes

1. To inform other users of the *Premium Modules*, in particular its employees and vicarious agents, about the terms of this licensing agreement and to ensure that such other users agree to the terms of the licensing agreement;
2. To inform other users of the programme of all possible risks and dangers in connection with the use of the *Premium Modules*;
3. Before launching the *Premium Modules*, to prevent all known and, with due diligence, discernible risks and dangers that could arise through the use of the *Premium Modules* by taking appropriate security measures;
4. To test the *Premium Modules* and device classes for functionality and to satisfy itself of correct functionality and use, before the *Premium Modules* are placed into productive use (for example, measurement results obtained using a *Premium Module* may be compared against the measurement results from a computer program from the manufacturer of the controlled device; alternatively, the measurement results obtained using a *Premium Module* may be checked against the results from an identical measurement set-up);
5. To check the configuration in the graphical user interface before starting a measurement or an action which changes the operating status of an instrument, in particular to check the correct use of the decimal separator;
6. In the case of new measurement procedures, first check them on inexpensive, comparable test objects (e.g. electrical measurement of resistance); and
7. To inform itself of known bugs before using the *Premium Modules*; bugs of which the Licensor is aware but that have not been corrected may be viewed online at sweep-me.net/bugs.

§ 13 Confidentiality

(1) The Licensee undertakes to treat all information obtained from the Licensor in connection with use of the software (e.g., information regarding the operation of the *Premium Modules* or included in user documentation and other documents) in the strictest of confidence, including for the period of 5 years beyond the term of the contract, unless such information becomes generally known without a breach of this confidentiality obligation. The Licensee must keep and secure these items such as to prevent third-party access.

(2) The Licensee will provide items required to be kept confidential pursuant to paragraph (1) only to those employees and other third parties who need such access for performance of the duties assigned to them. The Licensee must instruct such persons about the confidential nature of these items.

§ 14 New versions

If and as long as the Licensor does not provide notice of any new license terms upon delivery of an update, upgrade, patch or other new version of the *Premium Modules*, these license terms shall continue to apply to any and all new versions of the *Premium Modules*.

§ 15 Assignment of rights and obligations

The Licensor may assign all rights and obligations arising under these license terms to third parties at any time. The *licensee* may object to such an assignment within one month if the assignment concerns affects any legitimate interests of the *licensee*.

Part 2: Country and Region-Specific Conditions

The following Country and Region-Specific Conditions shall apply in addition to Part 1: "General Part" depending on Country of Installation. In the event that the following Country and Region-Specific Conditions vary from the provisions of Part 1: "General Part", such terms have priority over the provisions Part 1: "General Part":

A. European Union and other signatory states to the European Economic Area

§ 1 Troubleshooting by the *Licensee*

The *Licensee* may only correct errors in a *Premium Module* on its own with the consent of the Licensor. In such cases as well, correction of the respective error may not change or extend the contractually specified use; this does not result in any obligation on the part of the Licensor to surrender the source code.

§ 2 Analysis of the *Premium Modules* and reverse engineering

The *licensee* may, without Licensor's consent, observe, investigate or test the functioning of the *Premium Modules* in order to determine the concepts and principles underlying any program element, if this is done as part of actions related to loading, displaying, running, transmitting or storing the *Premium Modules* to which it is entitled. Without limitation, this is permitted for scientific purposes. The performance of tests or the use of test results for the production of nearly identical software is prohibited, even if this is done without decompiling the *Premium Modules*.

§ 3 Decompiling

The *licensee* may decompile interface information for the *Premium Modules* only within the limits of section 69e Act on Copyright and Related Rights [Urheberrechtsgesetz] and only after it has informed the Licensor in writing of its plans and requests provision of the required information within a period of at least one month. All knowledge and information the *licensee* acquires in connection with decompiling is subject to part 1 Section 14 (Confidentiality). Prior to any involvement of a third party, the *licensee* shall provide the Licensor with a written statement from the third party that such third party has a direct obligation to the Licensor to comply with the contractual confidentiality provisions and the rights of use.

B. All other states that are not in part 2 A.

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