

## END USER LICENSE AGREEMENT (EULA) FOR THE SMARTCOLLECT SC2 SOFTWARE

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## 1 Principle

Important legal notice to all end users: This End User License Agreement ("EULA") is a legal agreement between you (either as an individual or as a legal entity) and Camille Bauer Metrawatt AG, which includes the SmartCollect® SC<sup>2</sup> software (hereinafter also referred to as "Software") enclosed in this EULA, as well as any associated media, printed materials, documentation in online or electronic format and Internet-based services. By installing, copying or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to this, you are not authorized to install, copy or use the Software

## 2 Delivery item

- 2.1 Camille Bauer Metrawatt AG shall deliver the software in accordance with the product description available at the time in the documentation and the valid service description available at the time, from which the license fee is also derived. Unless otherwise agreed, the software shall be delivered in the version valid at the time of delivery.
- 2.2 The product description in the documentation available at the time is conclusively authoritative for the quality of the functionality of the delivered software.
- 2.3 The Camille Bauer Metrawatt AG does not owe any additional quality of the software. In particular, you cannot derive such an obligation from other representations of the software in public statements or in the advertising of Camille Bauer Metrawatt AG, unless Camille Bauer Metrawatt AG has expressly confirmed the additional quality in writing.
- 2.4 You have informed yourself about the essential functional features of the software and bear the risk as to whether it meets your wishes and requirements; in case of doubt, you have obtained advice from employees of Camille Bauer Metrawatt AG or from competent third parties before concluding the contract. Camille Bauer Metrawatt AG will inform you of the technical possibilities and conditions of use of the software on request.

### 3 Granting of license

Camille Bauer Metrawatt AG grants you the following rights to the software, provided that you comply with all the provisions of this EULA:

- 3.1 All copyrights and other proprietary rights to the software are reserved exclusively to Camille Bauer Metrawatt AG, unless they have been expressly transferred to the customer on the basis of the rights of use transferred herein. Camille Bauer Metrawatt AG transfers to you the non-exclusive right to use the software on a permanent basis.
- 3.2 The licensor grants the customer a personal, non-exclusive license to install and use the software in the respective license model. The customer is entitled to install and use the software on a computer and/or server of his choice. The customer is responsible for protecting the software against misuse, incorrect operation and data loss.
- 3.3 Lending, renting or other transfer of the software is not permitted.
- 3.4 You are entitled to make backup copies of the software to the extent required for the described application.
- 3.5 Any connection with third-party software is not permitted. However, the customer is entitled to connect the software with other programs, provided that this connection is part of the described software application.
- 3.6 If you violate the aforementioned conditions, all rights of use granted to you under this EULA shall expire immediately.

### 4 Retention of title and ownership

- 4.1 Camille Bauer Metrawatt AG reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright laws and other intellectual property laws and treaties. The Software is licensed, not sold.

### 5 Restrictions with regard to reverse engineering, decompiling and disassembly

- 5.1 You are not authorized to reverse engineer, decompile or disassemble the software.

## 6 Support and services

6.1 No free technical support is provided for the software. Camille Bauer Metrawatt AG offers technical support services for a fee. The provision of technical support is at the sole discretion of Camille Bauer Metrawatt AG. It is your responsibility to back up all your existing data, software and programs before receiving technical support from Camille Bauer Metrawatt AG. Camille Bauer Metrawatt AG reserves the right to refuse, suspend or terminate any technical support at its sole discretion

## 7 Termination

Without prejudice to any other rights, Camille Bauer Metrawatt AG is entitled to terminate this EULA if you violate the terms of this EULA. In such a case, you are obliged to destroy all copies of the software and all its components.

## 8 Limited warranty and exclusion of warranty

8.1 Unless expressly agreed otherwise, the software provided by Camille Bauer Metrawatt AG corresponds to the current state of the art and complies with the product information and specifications provided by Camille Bauer Metrawatt AG at the respective time, including the information in the documentation. Camille Bauer Metrawatt AG does not warrant that the software is suitable under this EULA for purposes that go beyond the fulfillment of Camille Bauer Metrawatt AG's contractual obligations.

8.2 You are advised that, despite the utmost care and diligence, program errors cannot be ruled out with 100% certainty given the current state of technology.

8.3 Unless otherwise agreed, the proper functioning of third-party products from other providers (e.g. any information and communication technology, field devices, mobile communications, any hardware and software, etc.) is not the responsibility of the licensor.

8.4 Delays in the contractually agreed services caused by the licensee in connection with the use of the license shall be the responsibility of the licensee and shall be borne in full by the licensee.

8.5 To the maximum extent permitted by applicable law, Camille Bauer Metrawatt AG provides the software and, if applicable, support services to you "as is" and without warranty of any kind. Camille Bauer Metrawatt AG hereby excludes all

other warranties and guarantees, whether express, implied or statutory, including but not limited to, if any, any implied warranty, duty or guarantee of merchantability, fitness for a particular purpose, reliability or availability, accuracy, completeness of responses, results, professional efforts, freedom from viruses and diligence all with respect to the Software and any support or other services provided or not provided or information, software and related content provided or not provided through the Software or otherwise arising from the use of the Software. Any warranty or guarantee of title, unimpaired use, unimpaired possession, conformity with the description or non-infringement of third party rights in relation to the software is also excluded.

8.6 Mandatory statutory provisions under the applicable law remain unaffected.

## 9 Limitation of liability

9.1 SmartCollect SC<sup>2</sup> is an application that can be used either on-premise or in the cloud. The software is used in the context of many software and hardware components that influence the functionality of the software. Unless otherwise agreed, the customer is responsible for such components. The customer is responsible for the appropriate protection and backup of the data.

9.2 The licensor is always liable to the user:

- ▲ for damages caused intentionally or through gross negligence by the licensor and its legal representatives or vicarious agents,
- ▲ under the Product Liability Act and
- ▲ for damages resulting from injury to life, body or health for which the licensor, its legal representatives or vicarious agents are responsible.

The Licensor shall not be liable for simple negligence unless the Licensor has breached a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract or the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the user may regularly rely. Liability for property damage and financial loss is limited to the foreseeable damage typical of the contract. Liability for remote consequential damages, such as loss of profit and/or loss of savings, is excluded

The Licensor shall not be liable if and to the extent that errors are attributable to changes or additions to the software or to its improper handling or improper use by the user and/or third parties.

The above limitations of liability also apply in relation to all representatives of the licensor, in particular in relation to their managing directors, legal representatives, employees or other vicarious agents.

## 10 Open source provisions from third-party manufacturers

Some of the software contains open source software from third-party manufacturers, for the use of which you must comply with the additional terms and conditions of these third-party manufacturers. Please contact us for the additional terms and conditions of these third-party manufacturers. You undertake to strictly comply with the open source provisions.

## 11 Final provisions

- 11.1 Amendments and supplements to this EULA must be made in writing. This also applies to the revocation of this contractually agreed written form.
- 11.2 There are no collateral agreements to these EULA. Amendments or additions to this EULA must be made in writing. This formal requirement can only be waived by written agreement.
- 11.3 Should individual provisions of this EULA be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the invalid provision. The same shall apply if a loophole requiring supplementation subsequently becomes apparent.
- 11.4 The Licensor may transfer the rights and obligations arising from this EULA to a third party at any time.
- 11.5 The contractual relationship is subject to Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.6 The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Zurich.
- 11.7 The GTC FOR LICENSE TERMS AND CONDITIONS FOR THE RELEASE OF SMARTCOLLECT SC2 SOFTWARE as well as the General Terms and Conditions of Camille Bauer Metrawatt AG in the currently valid version are an integral part of this EULA.