



END USER LICENSE AGREEMENT (EULA) FOR THE SENSOR CONNECT APP

IMPORTANT:

PLEASE READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (EULA) CAREFULLY, MAKING SURE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THIS EULA BEFORE YOU ACCEPT THE FOLLOWING TERMS, AND BEFORE YOU USE THE SENSOR CONNECT APP (HEREINAFTER ALSO REFERRED TO AS "THE APP"). ERGONEERS GMBH, MITTERSTRASSE 12, 85077 MANCHING, GERMANY (HEREINAFTER: "ERGONEERS" OR "WE" OR "US") IS ONLY WILLING TO GRANT YOU A RIGHT TO USE THE APP WITHIN THE FOLLOWING SCOPE IF YOU ACCEPT ALL THE TERMS OF THIS EULA.

BY CLICKING ON THE "ACCEPT" BUTTON, BY DOWNLOADING THE SOFTWARE OR BY EXPRESSING YOUR CONSENT IN ANY OTHER WAY, YOU AGREE TO BE BOUND BY THIS EULA, IN FULL AND WITHOUT ANY RESTRICTIONS. THIS EULA IS A LEGAL AGREEMENT BETWEEN ERGONEERS AND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON "DO NOT ACCEPT" OR "CLOSE WINDOW" AND DO NOT DOWNLOAD AND/OR USE THE SOFTWARE.

I. RIGHT OF USE

- 1.1 You may use the APP only in connection with other Ergoneers Software, in particular in connection with the "D-Lab" software, and only for the exercise of a commercial or independent professional activity. Any other use is not permitted; in particular any use in connection with other software and/or for other purposes (e.g. for private purposes) is not allowed.
- 1.2 Insofar as you are granted a usage right in the context of the preceding paragraph, you will receive an unlimited, non-exclusive, non-transferable, non-sublicensable right to use the APP.
- 1.3 The APP is made available to you exclusively as a download from the Google Play Store. A right to receive further copies of the APP, especially on data media or in any other manner, is not covered.
- 1.3 The right to use does not include the provision of the APP over a network, for simultaneous use on multiple devices.
You may copy the APP only to the extent necessary for contractual use. You may not distribute the APP or otherwise transfer it to third parties, or provide it to or make it accessible to the public (including rent, lease, loan or sublicensing). You are not authorised to modify the program code of the APP or parts thereof, nor to reverse engineer, decompile, disassemble or otherwise determine the source code of the APP or parts thereof, nor to create derivative works of the APP. The mandatory, non-inalienable provisions of Sections 69d and 69e of the German Copyright Act remain unaffected by this, however.



- 1.4. The terms of this EULA shall also apply to all APP updates/upgrades and additions to the program, as made available to you by Ergoneers for download, insofar as these are not the subject of a separate agreement which differs from the present agreement. In that case, only those terms and conditions applicable to the relevant update/upgrade or addition to the program shall prevail.
- 1.5 In other respects, the mandatory provisions of the German Copyright Law (Sections 69 a et seq.) apply in a supplementary manner.

II. YOUR SPECIFIC OBLIGATIONS

- 2.1 Ergoneers does not provide installation and configuration services for the APP. The installation of the APP has to be carried out by you and you shall pay attention to installation instructions provided by us (insofar as you have been provided with the opportunity of taking note of such instructions). Independently of this, it is your responsibility to ensure that the systems requirements, hardware or other software necessary for proper implementation of the installation are available. The installation and any operating instructions may also be made available to you electronically. When using the APP, you must comply with the duty of care required for its use, and you must check – to a reasonable extent – the results generated via the APP before using them. In addition, you are obliged to regularly back up your data to ensure that it can be restored in the event of a loss.
- 2.2 You acknowledge and agree that the APP, along with any instructions etc. we may give – also in future versions – is protected by copyright. Unless otherwise expressly agreed the delivery of source programs is not subject matter of the contract. You are not entitled to process the APP supplied, and in particular you are not entitled to decompile it. Mandatory statutory regulations which permit you to perform such actions remain unaffected, however.
- 2.3 You are obliged to inform us immediately if there is a threat of unauthorised access to our APP in your area, or if such access has already occurred.
- 2.4. If you violate the terms of this EULA, all usage rights granted with this EULA shall be forfeited, and you are obliged to immediately cease the use of the APP and to delete the APP from all devices on which you have installed it.

III. LIABILITY FOR DEFECTS

- 3.1 The nature, scope of performance of the APP and its approved application environment is dependent on the respective program description, supplemented where appropriate by a user documentation. In particular, we reserve the right for there to be minor deviations from the program description. In addition, we reserve the right to make adjustments to the APP in the form of updates and, where necessary, new program versions, for which the program description released at the time of provision of such updates/new versions is decisive. You will receive from us no independent guarantees in the legal sense of the term.
- 3.2 Claims for defects shall not exist in the case of insignificant deviations from the program description of the APP or from its otherwise agreed quality, or in the case of impairment to usability which is only minor.



- 3.3 Complaints regarding APP defects already existing at the time of the transfer of risk, where such defects could have been recognised on careful examination, cannot be made unless notified to us immediately in writing. No liability for defects is assumed in the event that the APP is used despite recognisable defects. Other defects already existing at the time of the transfer of risk must be immediately notified to us after their discovery, in writing. Any notices of defects not raised in a timely manner will lead to the exclusion from liability for defects. Your other obligations under Sections 377 and 381(2) of the German Commercial Code (HGB) shall remain unaffected.
- 3.4 As long as you do not provide us with a reasonable opportunity to verify the actual existence of a defect, you will not be able to plead defectiveness of the APP. Upon our request, you must provide us with a detailed written description of the individual operations – in particular in a way which is reproducible – that led to the occurrence of the defect, its appearance and the impact of the defect.
- 3.5 Justified claims for defects which have been notified in writing in a timely manner shall, at our discretion, be limited to rectification or replacement/re-production (subsequent performance). You must provide us with the necessary time – calculated from the time of our written communication – and opportunity to effect the above; otherwise we are released from any liability for the resulting consequences.
- 3.6 If subsequent performance is definitively unsuccessful after the expiry of a reasonable period granted to us, or if we refuse subsequent performance, you have the option of reducing the remuneration or withdrawing from the contract. If you elect to withdraw from the contract, following unsuccessful subsequent performance due to a material defect or defect of title, you will not be entitled to any claims for damages due to the defect. The possibilities of usage of the available to you will be deducted within the framework of the contractual return to the status quo ante. Point 4.1 of these terms and conditions shall remain unaffected.
- 3.7 A lien or right to refuse performance concerning the agreed remuneration is available to you only in an absolutely certain case of a performance displaying a major defect, and in this case only to the extent of the appropriate retained amount in proportion to the estimated cost of the rectification of the defect. You are not otherwise entitled to assert claims and rights due to defects if you have not made due payments and the amount due is in appropriate proportion to the value of the performance – in its defective condition.
- 3.8 The limitation period for claims based on defects concerning new objects of performance is one year from delivery or acceptance. This also applies to your claims for damages due to a defect. Sections 478, 438(1) No. 2 of the German Civil Code, as well as Point 4.1 of these terms and conditions, shall remain unaffected.
- 3.9 Recourse claims in accordance with Sections 478 and 479 of the German Civil Code exist only insofar as you have not come to any agreements – at your expense – with your customer which go beyond statutory warranty claims, and only in cases in which the forwarding of the APP to other customers has been authorised.

IV. LIABILITY FOR DAMAGE

- 4.1 All limitations of liability contained in these terms and conditions shall not apply where we are responsible for injury to life, limb or health. Also, these limitations of liability do not include any claims arising from product liability and in the absence of a warranted characteristic. Liability for damages caused intentionally or through gross negligence also remains unaffected.



- 4.2 Contractual or tortious liability on our part, or on the part of our legal representatives or vicarious agents – including their personal liability – is excluded in the case of slight negligence, unless a material contractual obligation is affected. In the case of slightly negligent violation of cardinal obligations, liability for property damage and financial losses is limited to the contractually-typical average damage, reasonably foreseeable given the type of performance involved. This also applies to lost profits and to savings not achieved. Liability for remote consequential damages is excluded. In any case, liability is limited to a maximum of 10% of the net order volume per case of damage, and to 25% of the net order value for all damage within a contract year. The parties may, upon conclusion of the contract, agree further liability against payment of separate remuneration.
- 4.3 Your claims for damages shall become statute-barred one year from the emergence of the claim.
- 4.4 Points 4.1 to 4.3 above apply with regard to your claims for reimbursement of expenses and your other liability claims.

V. RIGHTS OF THIRD PARTIES

You shall notify us immediately if a third party asserts against you that the APP supplied by us affects that third party's proprietary rights. We are entitled, but not obliged, to make a defence against the alleged infringement of proprietary rights at our expense. You are not entitled to recognise the claims of a third party before you have given us reasonable opportunity to make a defence against the rights of third parties in other ways. We reserve the right to make our service / the performance of the app free of violation of rights at our own expense and even in the case of goods which have already been delivered and paid for, for example by making changes. Insofar as we cannot present any other remedy, given a reasonable amount of time and effort, we are entitled to take back the delivered APP, upon reimbursement of remuneration paid by you, less proportionate compensation for use.

VI. DATA ACQUISITION / USAGE

The APP collects and stores personal data and supports / enables its further processing, storage and use (by other software as appropriate). You are solely responsible for ensuring the granting of consent of the persons whose personal data is collected, stored, processed and used, in the required form and to the extent necessary, and for taking all legal aspects of data protection into account.

VII. DURATION OF THE RIGHT OF USE

You may cancel the right of use granted to you at any time. Insofar as we have granted you the right to use the APP free of charge, we are entitled to terminate the right of use granted to you at any time, by giving 3 months' notice. The notice of termination may also be given via a corresponding notification in the APP. The right of termination for good cause remains unaffected.



VIII. PLACE OF PERFORMANCE, JURISDICTION

- 8.1 Unless a differing agreement is made, our place of business in 85077 Manching, Germany, is deemed to be the place of performance and payment.
- 8.2 The place of jurisdiction for all disputes resulting from this contractual relationship between us and merchants, legal persons under public law or public special assets, is Ingolstadt, Germany. We remain entitled, however, to sue for you in any court of competent jurisdiction.

IX. CHOICE OF LAW, FINAL PROVISIONS, SEVERABILITY CLAUSE

- 9.1 This contractual relationship shall be governed by the law of the Federal Republic of Germany. The application of the CISG is excluded. The German version of any contractual text is decisive. This also applies if you have been provided with a version of this EULA which has been translated into any other language.
- 9.2 We are entitled to store your personal data, or data about you necessary for conducting business, in our data processing system.
- 9.3 If any provision of this EULA is or becomes void or invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the void or invalid provision with an effective regulation that comes closest to the economic purpose of the original.