

VSE EasyGraph software End User License Agreement (EULA)

EASYgraph

VSE Volumentchnik GmbH

I. Product description: Datalogging System

The Log.flow device together with the EasyGraph software (hereinafter collectively referred to as the datalogging system) is designed to perform frequency measurements on flow meters and optionally analog signal measurements on other types of sensors.

The datalogging system is a product developed by VSE Volumentchnik GmbH (hereinafter referred to as VSE), which has a USB interface for use with a Windows PC to perform simultaneous signal measurements on two connected flowmeters. The minimum technical requirements that must be provided by the customer can be found in the operating instructions.

The datalogging system has the following technical features:

- Perfect for quick diagnosis and analysis
- High-precision Frequency measurement and pulse counting
- GPU-accelerated live plots
- Adjustable sampling rate (1-1000 Hz) and filter levels
- Calculation functions for scaling the input values
- Data recording with trigger function
- Import/export of the recorded data
- Quick Creation of Excel/PDF reports for documentation
- Version **Log.flow**: 2x pulse input
- Version **Log.flowV**: 1x pulse input,
1x analog voltage input (0..10V)
- Version **Log.flowI**: 1x pulse input,
1x analog current input (0/4..20 mA)

The EasyGraph software cannot be used in isolation. It only serves its purpose in conjunction with VSE's Log.flow device or other supported devices by VSE.

II. Use and conditions of use for the datalogging system

1. The EasyGraph software needs to be downloaded to use the datalogging system. VSE, therefore, makes a download link available to buyers. Furthermore, upon purchase the buyer receives a product key, which enables the customer to activate the EasyGraph software.
2. The customer may use the software on any hardware available to him (PC, laptop etc.).
3. VSE provides an operating manual in English for use of the software. There is no legal claim to the provision of the operating instructions in other languages.
4. a) The customer has a non-exclusive right of use with regard to the VSE EasyGraph software. The software is available to the customer for an unlimited period of time. It may only be used in conjunction with the purchased Log.flow device and only for the contractually intended purpose (see I. above). Modifying the provided software is not permitted. The customer is not permitted, in particular, to reverse engineer, decompile or disassemble the software or attempt to derive the source code in any other way.
b) The customer is granted the right to use the VSE EasyGraph software only upon payment in full of the product purchase price.
5. The customer is entitled to provision of software updates free of charge for a period of one year following notification of the download link. Such updates are provided at VSE's unqualified discretion.
6. General Terms and Conditions of Business (General Terms and Conditions of Sale) apply with regard to defects in the datalogging system. They apply as stated in the respective,

valid, version. They can be viewed at, and downloaded from, VSE's website. With regard to warranty claims in respect of the EasyGraph software, the following warranty regulations for subsequent performance apply contrary to Section 7(4), General Terms and Conditions of Sale. In other respects, VSE's General Terms and Conditions of Sale apply:

a) In the event of a material defect, VSE is initially entitled to subsequent performance at its own choice (rectification or replacement delivery). If VSE chooses replacement delivery with regard to the software, the customer will be provided with a new software version for download, if applicable. If the rectification fails or is rejected by VSE, the customer shall have the right to reduce the purchase price and withdraw from the contract. At least three unsuccessful attempts to rectify the respective defect shall be required without the defect having been rectified for the subsequent performance to be deemed a failure. A right of withdrawal shall not apply in the case of insignificant defects. The restrictions according to sub-section 6 shall apply if the customer claims compensation for damages or reimbursement of expenses in vain.

b) In the event of defects in title in the software, VSE shall, at its own discretion, provide the customer with a legally fault-free option of using the EasyGraph software or modify it in such a way that the third party rights are no longer infringed upon.

7. The customer shall adopt suitable measures to safeguard the EasyGraph software, as well as the access data for downloading the software, against access by unauthorised third parties.

8. The parties are aware that the contractual software may be subject to export and import restrictions. Use of the EasyGraph software, for example, may be subject to restrictions in the event that licensing obligations apply. VSE accepts no liability in this respect.

9. This contract is subject to German law by way of exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980 (UN Sales Law CISG).

10. VSE's registered office is deemed the place of performance.

11. VSE's General Terms and Conditions of Delivery apply.



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