

VSE EasyCal software End User License Agreement (EULA)

EASYcal

VSE Volumentchnik GmbH

I. Product description: Calibration system

The Cal.flow calibration system with the EasyCal software (hereinafter jointly referred to as the calibration system) is designed to perform high-speed calibrations on flowmeters, with the configuration and performance of the flow calibration made as simple as possible for the user.

The Cal.flow with the EasyCal software itself 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 for the EDP to be provided by the customer can be found in the operating instructions.

The calibration system has the following technical application options:

- Highly accurate flowrate/frequency measurement of two flowmeters (ratio counting method)
- Calibration of DUT (device under test) flowmeter using reference principle
- Automatic calculation of measurement errors and reproducibility of the test item
- Creation of PDF calibration reports with complete documentation and customer logo
- Export of results as Excel spreadsheet for further calculations without rounding errors
- Guided calibration with automatic detection of uniform flow rate
- Live diagram of flow rate for both flowmeters
- Master linearisation with up to 20 points
- Preset-based, step-by-step configuration of the calibration process
- Integrated characteristics of the VSE flowmeters for quick value look-up
- Template generator for calibration points

The EasyCal software cannot be used in isolation. It only serves its purpose in conjunction with VSE's Cal.flow.

II. Use and conditions of use for the calibration system

1. The EasyCal software needs to be downloaded to use the calibration 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 EasyCal 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 EasyCal software. The software is available to the customer for an unlimited period of time. It may only be used in conjunction with the purchased Cal.flow 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 EasyCal 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 calibration 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 EasyCal 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 EasyCal 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 EasyCal 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 EasyCal software, for example, may be subject to restrictions in the event that licensing obligations apply. Insofar, VSE assumes no liability.
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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