

KLIPPEL GmbH LICENSE AGREEMENT and SAFETY INSTRUCTIONS

This is a legal agreement between you, the end user, and KLIPPEL GmbH. By proceeding with the installation or by using the software, you agree to be bound by the terms of this agreement and the KLIPPEL GmbH Standard Business Terms. If you do not agree to these terms, do not use the software and promptly contact KLIPPEL.

KLIPPEL GmbH ("KLIPPEL") and the individual or entity acquiring the software ("Licensee") agrees as follows:

1. DEFINITIONS

"Software" means the computer program(s) and the firmware of KLIPPEL hardware furnished to Licensee, in whatever media and by whatever method. Software includes any related update or upgrade programs and any additional modules that may be added later. "Products" means all KLIPPEL products, hardware, software and accessories delivered to Licensee.

2. SOFTWARE LICENSE

- a) KLIPPEL hereby grants to Licensee a non-exclusive, nontransferable license to use the Software for Licensee internal purposes.
- b) Licensee shall not sell, sublicense or distribute the software for use by any third parties.
- c) Except for the rights expressly granted herein to Licensee, the title and all intellectual property rights in the software remain the sole and exclusive property of KLIPPEL.

3. THIRD PARTY SOFTWARE

- a) The software makes use of the following libraries that are licensed under version 2.1 of the GNU [LGPL](#):
 - libsndfile.dll (<http://www.mega-nerd.com/libsndfile/>)
 - libsample.dll (<http://dominic-mazzoni.com/projects.html>)These libraries are dynamically loaded and may be replaced by modified versions with a compatible ABI. The sources and installation instructions for these libraries can be obtained from the above URLs or on request from KLIPPEL. A copy of the LGPL is in the same directory as this license.
- b) The software includes a subset of SCILAB a software produced by the SCILAB Consortium.
- c) The software includes the Intel Math Kernel Library. A copy of the license is in the same directory as this license.
- d) The software includes Botan, which is licensed under a BSD license. A copy of the license is in the same directory as this license.
- e) The software includes mbed TLS, which is licensed under an Apache license. A copy of the license is in the same directory as this license.
- f) The software includes icons made by Stephen Hutchings from www.flaticon.com
- g) The software includes CMSIS, which is licensed under an Apache license 2.0. A copy of the license is in the same directory as this license.
- h) The software includes STM32 HAL Library, which is licensed under a BSD 3-Clause license. A copy of the license is in the same directory as this license.
- i) The software includes Freescale Processor Expert Library, which is licensed under a BSD 3-Clause license. A copy of the license is in the same directory as this license
- j) The software includes and uses parts of JQuery-UI Library. A copy of the license is in the same directory as this license.
- k) The software includes QT, licensed under the GNU LGPL partially version 3 and partially version 2.1 and PySide, licensed under version 3 of the GNU LGPL. These libraries are loaded dynamically and may be replaced with modified versions with a compatible ABI. A copy of the licenses is in the same directory as this license. Source code for these libraries can be downloaded from the Klippel website [here](#).
- l) The Software includes Python and PyWin32, licensed under the PSF License. A copy of the PSF license is in the same directory as this license. Python in turn incorporates third party software the licenses of which are in the "Python License Stack" file in the same directory as this license.

4. SOURCE CODE

Licensee shall not attempt to reverse translate, decompile, disassemble or otherwise attempt to derive the source code of the Software. Any use or attempted use of the Software in violation of the foregoing restrictions is a breach of the agreement which will cause irreparable harm to KLIPPEL, entitling KLIPPEL to injunctive relief in addition to all legal remedies.

5. PATENTS

Products are patent protected. PATENT www.klippel.de. Details on product sites and www.klippel.de/our-products/rd-system/software/db-lab-software.html

6. LIMITED WARRANTY

- a) KLIPPEL warrants to Licensee that the Products will perform according to the published current specifications under intended use.
- b) Licensee must examine the Products within a period of 60 days starting upon devolution of risk.
- c) The warranty period is 12 month, starting upon devolution of risk. During this period KLIPPEL will replace or repair the Products if not meeting the foregoing warranty. KLIPPEL does not warrant that the operation of software will be uninterrupted or error free.

7. LIMITATION OF LIABILITY

- a) Measurement results (data, parameter, curves, PASS/FAIL decisions) depend on the measurement methods and the setup made by the user. The measurement methods are described in the KLIPPEL's specifications, papers and user manuals. KLIPPEL is not liable for any damage caused by interpretation or misinterpretation of measurement results.
- b) KLIPPEL is not liable for any damage caused by using the Products, including any direct and indirect damages, including expenses, lost profits, or other damages of any sort arising out of the use of or inability to use the Products, even if KLIPPEL has been advised of the possibility of such damages.
- c) KLIPPEL is not liable for failure to perform ANY of its obligations if the failure is due to impediments which occur, e.g. a consequence of natural or political events, acts of state, industrial disputes, sabotage, accidents or similar circumstances and which cannot be controlled by KLIPPEL with reasonable means.
- d) KLIPPEL is not liable for the compliance of the Products with the legal requirements existing outside the Federal Republic of Germany.
- e) The liability of KLIPPEL is limited to the delivery value.

8. SAFETY INSTRUCTIONS

- a) Licensee will read and follow the safety instructions before starting to work with KLIPPEL's products. This information can be found in the User Manual and at: www.klippel.de/support/safety-first.html
- b) In case of any hardware or software defect, Licenses will put the products out of operation and report all defects to KLIPPEL immediately.
- c) KLIPPEL recommends the check and calibration of hardware units every 2 years.

9. GENERAL PROVISIONS

- a) The legal relationship with the licensee is governed by the United Nations Convention of 11 April 1980 on contracts for the International Sale of Goods (UN Sales Convention) in the English version. Where the UN Sales Convention does not apply, this License Agreement will be governed by the laws of Federal Republic of Germany.
- b) All disputes arising in connection with this Agreement or its validity shall be finally settled according to the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. The arbitration tribunal may also decide on the validity of this arbitration agreement. The place of the arbitration is Germany. The language of the arbitration is English.
- c) To the extent any law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or otherwise unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected.

Please direct all inquiries, to KLIPPEL GmbH, Mendelssohnallee 30, 01309 Dresden, Germany
Phone: +49-(0) 351-501 939 0, Fax: +49(0)351-501 939 10, Email: info@klippel.de,
www.klippel.de

Software Copyright Notice

The software governed by this License Agreement is: Copyright (c), 1998-2023, KLIPPEL GmbH,
All Rights Reserved

This software is made available for use under a license from KLIPPEL GmbH and its use is subject
to all conditions and restrictions provided by this License Agreement.