

# d&b ArrayCalc Exchange Software End-User License Agreement (EULA)

## 1.2 en

This is a legal Agreement between the end user (“**you**”) and d&b audiotechnik GmbH & Co. KG, Eugen-Adolff-Str. 134, D-71522 Backnang, Germany (“**d&b audiotechnik**”).

1. By downloading, installing or using the Software you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement you must cease and desist from downloading, installing and/or using of the Software.
2. The Software is intended solely for use by Entrepreneurs. An “Entrepreneur” is every natural person or legal entity acting in his/her or its professional or self-employed capacity when entering into this Agreement. If you are not an Entrepreneur and still wish to use the Software, please contact d&b audiotechnik directly.
3. Please note, that the Software is not a stand-alone executable software. To use the Software third party software is necessary which is not part of the Software and which is subject to its own license terms and has to be provided for by you on your own expenses and responsibility.
4. d&b audiotechnik grants for the duration of the protection of the software a non-exclusive non-sublicensable right to use the Software for your own purposes subject to the terms and conditions of this Agreement. All rights to the Software are owned by d&b audiotechnik or its respective licensors. You may NOT copy the documentation accompanying the Software.
5. Any such right to use does only apply to the object code of the Software, which means the Software in a form readable solely by machines. You do not have a claim to being provided with the source code or parts of the source code and will not receive any rights to use or otherwise exploit the source code. In this regard, source code means the Software’s source text, written in a programming language in a human readable form.
6. Subject to the mandatory limitations according to applicable copyright law, you may NOT...
  - i. reverse engineer, disassemble, decompile or otherwise reduce the Software to a human perceivable version, nor shall you permit others to do so, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation,
  - ii. modify, adapt, rent, lease, resell, distribute, network or create derivative works based upon the Software or any part thereof.
7. This Agreement is immediately terminated if you violate the terms and conditions hereof. You agree upon such termination to cease and desist from using the Software and to destroy the Software together with all copies.
8. Limitations of Liability:
  - a. d&b audiotechnik shall bear liability for material defects and defects in title in the Software and its content and information (warranty for defects) only if d&b audiotechnik has fraudulently concealed a defect and/or has assumed a guarantee.
  - b. Outside of the warranty for defects, d&b audiotechnik shall be liable only in cases of intent (Vorsatz) and gross negligence (grobe Fahrlässigkeit), pursuant to the provisions of the Product Liability Act (Produkthaftungsgesetz) and in all other cases subject to statutory mandatory liability, in each case according to the statutory provisions.
  - c. Otherwise, d&b audiotechnik’s liability is hereby excluded.
  - d. Where d&b audiotechnik’s liability is restricted or excluded according to the provisions above, this shall also apply to the personal liability of the statutory representatives, employees and vicarious agents of d&b audiotechnik, as well as for indirect damages and consequential damages (e.g. loss of data, damage to your hardware or software, disruption of operations, stoppages in production, loss of profit).
  - e. You bear sole responsibility for accuracy of the data and information entered for use of the Software, including interpretation of the results delivered by the Software.
9. You are entitled to provide a third party with the original version of the Software together with a copy of this Agreement if this third party is an Entrepreneur and expressly consents in writing to the application of this Agreement for any use of the Software. As soon as you pass on the Software to the third party you should immediately notify d&b audiotechnik. Notification should, at least, include the date of transfer of the Software and the contact details of the new user. When passing on the Software, you shall promptly and completely delete or otherwise destroy all of your other copies of the Software.
10. This Agreement shall be governed by the laws of Germany.

If you have any questions concerning this Agreement, please contact the d&b audiotechnik software support (software.support@dbaudio.com).