

End User License Agreement (EULA) 06/2025

1. Basics

1.1 This End User License Agreement ("Agreement") is a legally binding agreement between the acquirer of the software ("LICENSEE") and Philipp Hafner GmbH & Co. KG, Blumenstraße 46, 70736 Fellbach, Germany ("LICENSOR") regarding the use of the software PHIL ("SOFTWARE").

1.2 The SOFTWARE is legally protected and the sole property of the LICENSOR. If third parties are entitled to rights, the LICENSOR has the necessary exploitation rights.

1.3 By purchasing and paying for the SOFTWARE as part of a measuring machine or as part of the replacement of existing software, the LICENSEE expressly agrees that this Agreement is valid as the sole agreement for its use. If LICENSEE does not agree to the terms and conditions of this Agreement, LICENSEE is not authorized to install or use the Software.

1.4 If the SOFTWARE is acquired by a machine builder or reseller from the LICENSOR and the end customer is named to the LICENSOR, the one-time transfer of the license to the end customer is permitted subject to the validity of the terms of this license agreement. In this case, the End Customer is the sole LICENSEE authorized to use the SOFTWARE. The machine builder or reseller forfeits all license rights upon resale.

2. Scope of License

2.1 By acquiring, directly or indirectly, the LICENSOR grants the LICENSEE a non-exclusive, non-transferable license to use the SOFTWARE in accordance with the terms of this Agreement for the contractually agreed purpose.

2.2 In order to use the SOFTWARE, the LICENSEE must have the hardware-related license file.

2.3 In the event of a resale of the measuring machine to an affiliate of the LICENSEE, a continuation of the license by the AFFILIATE is possible, provided that it is expressly named as such by the LICENSOR and it accepts the terms of this Agreement.

2.4 In the event of resale of the measuring machine to a third party, the third party is entitled to use the SOFTWARE for commercial purposes by re-licensing it at 50% of the current list prices. In this case, the LICENSOR will provide him with the most current version and expressly acknowledges the provisions of this Agreement. Without the re-licensing, commercial use of the SOFTWARE is not permitted. This is not necessary in the case of a sale in accordance with the regulations under 1.4.

2.5 Security-relevant updates, patches, etc. are provided free of charge to the LICENSEE with a maintenance contract. LICENSEES without a maintenance contract can purchase them through paid updates. Feature enhancements can be purchased through paid updates.

3. Restrictions

LICENSEE may not use the Software:

- except for internal backup purposes if it is specifically marked as a backup version;
- modify, adapt, or create derivative versions or copies;
- reverse engineer, decompile, or disassemble;
- to any third party or sell, lend or otherwise make use of;
- for use on other measuring machines used by the LICENSOR or third parties at the LICENSEE.

4. Ownership

The LICENSOR retains all right, title and interest in and to the SOFTWARE, including all copyrights and all intellectual property and trademark rights.

5. Liability for defects

5.1 The LICENSOR assumes liability for material defects for the SOFTWARE, insofar as it has been installed by the LICENSOR and is used to the intended extent and the intended performance parameters.

5.2 The SOFTWARE is provided "as is" without any other implied warranties such as the warranties of merchantability or fitness for a particular purpose, other than the expressly stated conditions of use of the measuring machine.

5.3 Furthermore, freedom from defects of title is guaranteed.

6. Limitation of Liability

In no event shall the LICENSOR be liable for any indirect, incidental, special or consequential damages arising out of the use of or inability to use the SOFTWARE.

7. Term and Termination

7.1 This Agreement shall come into force upon installation of the SOFTWARE and shall remain in effect indefinitely until terminated by either party. LICENSEE may terminate this Agreement at any time by uninstalling the SOFTWARE. LICENSOR may terminate this Agreement if LICENSEE violates any of the terms and conditions of this Agreement.

7.2 Upon termination by one of the Contracting Parties, the LICENSEE shall be obliged to uninstall the SOFTWARE and shall provide evidence of this to the LICENSOR.

8. General

This Agreement is governed by German law. For all disputes arising from this agreement, the place of jurisdiction is Stuttgart.