metalogic End User License Agreement (EULA)

mP Xnergy License Terms for End Customer/End User/Licensee – Stand November 2024

Software from the company metalogic GmbH, Westendstrasse 177, 80686 Munich, Germany, (hereinafter 'metalogic') with the designation mP Xnergy is provided to the end customer by the respective contractual partner with whom the end customer subscribes to mP Xnergy (with metalogic or its sales partners) under the following license conditions, unless the end customer agrees otherwise in individual cases in text form with its respective contractual partner. By clicking on accept in the installation process, the person carrying out the installation accepts the following license conditions on behalf of the end customer. If the person carrying out the installation does not agree with the following provisions, they must cancel the installation process and refrain from any use of the software.

1. Against payment of the agreed subscription fees, the end customer is granted a limited, non-exclusive right to use mP Xnergy in accordance with the following provisions. The right of use is not transferable. The right to use also extends to the necessary use of the associated documentation; this is made available to the end customer together with the software.

2. The right of use is subject to the following additional restrictions: The use of mP Xnergy and the documentation is limited to support of the relevant internal business operations of the End Customer. Use for providing services to a third party or selling the results calculated with mP Xnergy to a third party (including an Affiliated Company) requires a separate agreement (so-called FaaS service client).

   Without the prior written consent of metalogic or its sales partner, the end customer may not extend the use of mP Xnergy or the documentation

   a) to third parties for their use or to make it available for temporary use as part of a service or in any other way or to allow third parties to access or to use it.

   b) may not use mP Xnergy for developing an independent program.

3. The end customer shall be entitled to have their rights of use exercised simultaneously by a maximum number of appropriately licensed concurrent users, provided that the users have agreed to the end customer to observe confidentiality, and the end customer has obtained any necessary consent under data protection law.

4. Compliance with the above provisions is partly secured or monitored by technical devices (e.g. authorisation and activation codes) and allocation of authorisations.

5. mP Xnergy has been developed for operation together with certain other devices and programs by metalogic. The end customer must provide suitable devices for the operation of mP Xnergy.

6. The end customer shall not use mP Xnergy for illegal or unfair purposes and shall not process any illegal, unfair or property rights infringing customer data via the software. Should claims be made against metalogic by third parties resulting from the end customer's use, the customer shall indemnify metalogic from these claims upon first request.

7. In the event of a breach of these Terms of Use, metalogic or its sales partner shall be entitled to prohibit the use of mP Xnergy after giving reasonable advance notice in text form to the end customer.

8. The end customer is solely responsible for the preparation and execution of forecasts as well as for the quality of its data and the forecast results produced with mP Xnergy.

THE OTHER TERMS AND CONDITIONS (such as those relating to warranty, applicable law and jurisdiction) ARE EXCLUSIVELY SET FORTH IN THE AGREEMENT BETWEEN THE END CUSTOMER AND ITS RESPECTIVE CONTRACTOR. THIS EULA IS ALSO A PART OF THIS AGREEMENT AND IS ACCEPTED BY THE END CUSTOMER BY INSTALLING OR COMMISSIONING THE SOFTWARE.