

metallogic End User Licence Agreement (EULA)

mP Xnergy License Conditions for End Users/Licensees – Status September 2023

metallogic GmbH
Westendstrasse 177, 80686 Munich, Germany
(hereinafter “metallogic”)

By clicking on “Accept” in the installation process, the installer accepts the following EULA terms on behalf of the customer. If the installer does not agree with the provisions of this EULA, they must abort the installation process and refrain from any use of the software.

1. Against payment of the agreed subscription fees, the 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 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 the support of the relevant internal business operations of the customer. The use for the purpose of 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 service client).

Without the prior written consent of metallogic or its reseller partner, the 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) the customer may not use mP Xnergy themselves for developing an independent program.
3. The customer shall be entitled to have their rights of use exercised simultaneously by a maximum number of appropriately licensed concurrent users, provided that these users have agreed to the customer to observe confidentiality, and the 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 metallogic. The customer must provide suitable devices for the operation of mP Xnergy.
 6. The 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 metallogic by third parties resulting from the customer's use, the customer shall indemnify metallogic from these claims upon first request.
 7. In the event of a breach of these Terms of Use, metallogic or its reseller partner shall be entitled to prohibit the use of mP Xnergy after giving reasonable advance notice in text form.
 8. The 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.