

Licence Terms

Rittal Blue e+ Software Updater

1. Subject matter of the licence terms

- 1.1 The subject matter of these licence terms concerns the use of the Blue e+ Software Updater ("**Software**") by the contracting partner. The software enables the contracting partner to perform software updates for Blue e+ and Blue e+ S series cooling units and chillers.
- 1.2 The offer to use our software is exclusively intended for entrepreneurs within the meaning of Section 14 German Civil Code, special funds under public law and legal entities under public law.
- 1.3 Rittal GmbH & Co. KG ("**Rittal**") provides the Blue e+ Software Updater on its website as a free download.

2. Conclusion of the contract

- 2.1 By clicking the "Download" button, but at the latest by downloading the software, a contract is concluded between the contracting partner and Rittal concerning free usage of the software in accordance with these licence terms.
- 2.2 Other terms and conditions shall not become part of the contract. This shall apply even if Rittal has not expressly objected to the validity of other terms and conditions.
- 2.3 Within the scope of further developments of the software, Rittal shall be entitled to modify, extend or limit the possibilities of use and functionalities of our software at any time. Such further developments are regularly made available in Rittal's online shop. Beyond the above, there is no entitlement to maintenance services for the software. Rittal shall furthermore be entitled to discontinue the offer of use completely and without replacement.

3. Intellectual property rights, industrial property rights

- 3.1 The software and the integrated database are protected by copyright and are subject to industrial property rights. Rittal only permits the contracting partner simple usage for their own purposes.
- 3.2 Copies may only be made insofar as this is necessary for the use in accordance with the terms of the contract. The contracting partner is permitted to make backup copies according to the generally accepted rules of technology, but only to the necessary extent. Backup copies on portable data media must be marked as such and must be labelled with Rittal's copyright notice.
- 3.3 The contracting party shall only be entitled to alter, extend or otherwise rework the software if and to the extent permitted by compulsory law (Section 69 (c) No. 2 UrhG / German Copyright Act). The contracting party shall not be entitled to any rights of use or exploitation of such edited software that exceed such rights granted under these licence terms. The contracting party is obliged to completely transfer any resulting industrial property rights created under law to Rittal and/or to grant Rittal exclusive rights of use to such industrial property rights. The contracting party shall then receive rights of use to the contractually agreed extent.
- 3.4 The contracting party may decompile the underlying software only within the limits of Section 69 (e) German Copyright Act. Insofar as Rittal provides the contracting partner with supplements or new releases of the software, these shall also be subject to the provisions of these licence terms.

4. Obligations to cooperate on the part of the contracting party

- 4.1 The contracting partner is advised to use the latest version of the software to ensure that it functions to the best possible extent.
- 4.2 In addition, the contracting partner is obliged to take appropriate measures and make data backups in the event that the software does not function properly in whole or in part.

5. Warranty and liability

- 5.1 Rittal makes the software available to the contracting partner free of charge. For this reason, Rittal is not obliged to provide a specific software quality, availability and functionality.
- 5.2 Rittal will therefore only accept liability for defects in the work results in cases of malicious conduct. Rittal shall otherwise only be responsible for grossly negligent and intentional conduct (cf. Sections 521 et seq. German Civil Code/BGB).

6. Confidentiality

- 6.1 The contracting party undertakes to treat any information as strictly confidential, in particular documents, access details or other data which have been made accessible regardless of their content (hereinafter jointly referred to as "information"), about which the contracting partner becomes aware within the scope of using the software.
- 6.2 Without Rittal's written consent, the contracting party shall not be authorised to use information for purposes other than those provided for in the contract, to disclose such information to third parties, or to commercially evaluate it in any other manner (not even in part).
- 6.3 The contracting partner shall also impose these confidentiality obligations on their employees and provide verification thereof upon Rittal's request.
- 6.4 These confidentiality obligations shall not apply in the case of information which was already known outside of the contractual relationship; – has been lawfully obtained by third parties; – is already in the public domain or is or becomes state of the art; – is released by Rittal; – becomes generally known through no fault of the contracting partner.

7. Miscellaneous

- 7.1 Amendments or supplements to these licence terms must be made in writing in order to be valid. This also applies to the revocation of the written form requirement.
- 7.2 The place of jurisdiction for all disputes arising from and in conjunction with this contractual relationship is Herborn if the contracting partner is a merchant, a special fund under public law or a legal entity under public law. If Rittal takes legal action, Rittal shall also be entitled to take legal action against the contracting partner at their general place of jurisdiction.
- 7.3 The law of the Federal Republic of Germany shall apply to all legal relationships between you and us.