



# BITZER Electronics Service Tool Software (BEST Software) LICENCE AGREEMENT

## 1. Scope of Application

This Software License Agreement is a legally binding Agreement between the User as a natural person or legal entity ("User") and BITZER Kühlmaschinenbau GmbH ("BITZER") for the use of the BITZER Electronics Service Tool Software ("BEST Software"). The BEST Software is available as Windows software as well as an app for the operating systems Android and iOS.

By installing, copying or using the BEST Software the User agrees to the terms of this License Agreement. The BEST Software is protected by copyright laws and international copyright agreements, as well as other laws and regulations which protect intellectual property. The BEST Software is licensed, not sold.

## 2. Important Information on the Rights of Use

### a. Scope of your right of use

This licence agreement grants the user the non-exclusive, non-transferable, non-assignable and non-sublicensable right to use the BEST Software free of charge, as far as this is absolutely necessary and covered by the scope of the purpose of the BEST Software and is limited thereto. In general, this includes loading, displaying, and running as well as saving the program in the computer's working memory. No further rights are being granted.

### b. Prohibition of Reverse Engineering, Decompiling and Disassembling

The BEST Software may only be used in complete and unmodified condition. In particular, the User is not permitted to reverse engineer, decompile or disassemble the BEST Software, except to the extent that such activities are expressly permitted by current and applicable law.

### c. Prohibition of Rental or Sale

The User is not permitted to lend, rent, sell or otherwise distribute, or transfer electronically the BEST Software from one of his computers to a third party's computer via a network, or to pass it on or make it available to third parties in any other way. The transfer of rights of use to third parties by the User is excluded.

### d. Retention of copyright notices, serial numbers

Copyright notices, serial numbers and other features which serve to identify the programme may under no circumstances be removed or altered.

### e. Trademarks

This agreement does not grant the User any rights in connection with BITZER trademarks or service brands.



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## 3. Limitation of Liability

The BEST Software is a tool for configuration, monitoring and use of BITZER electronic products.

BITZER constantly strives to maintain and improve the BEST Software. However, BITZER can neither guarantee nor warrant that the BEST Software is error-free.

BITZER assumes no liability for the applicability of the BEST Software or its suitability for a particular purpose.

BITZER shall be liable in accordance with the statutory provisions if the cause of damage is based on intent or gross negligence on the part of BITZER including its representatives or vicarious agents. The same shall apply if an injury or damage to body or health or the death of the User or a third party is due to circumstances for which BITZER is responsible for.

The liability of BITZER according to the provisions of an applicable Product Liability Act shall not be affected.

In the event of a slightly negligent breach of an obligation which is essential for the achievement of the purpose of this agreement (cardinal obligation), the liability of BITZER shall be limited in amount to the damage which is foreseeable and typical according to the nature of the transaction in question.

No further liability of BITZER applies.

The liability for indirect and unforeseeable damages, loss of production and use, loss of profit, lost of savings and financial losses due to third party claims is excluded in the case of minor misconduct - except in the case of injury to life, body or health.

The above limitation of liability shall also apply to the personal liability of the employees, legal representatives and corporate bodies of BITZER.

## 4. Installation, Updates, Deinstallation

On the BITZER homepage the User will find the current version of the BEST Software, an overview of the supported products with the necessary additional hardware for establishing a connection as well as the versions' modification history:

<https://www.bitzer.de/de/de/tools-archiv/software/software/best.jsp>

### a. Windows Version

To install, the User needs to start the setup program which must be downloaded from the BITZER homepage. The installation routine will guide the User through all the necessary steps. For the installation the User needs the corresponding administration rights.

If an internet connection is available, the BEST Software automatically verifies whether a new version is available. If this is the case, the BEST Software status bar below will display this. By clicking on the note, the BEST Software can be easily updated.

If the User wants to remove the BEST Software, select "Uninstall Programs" in the Windows Control Panel.

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## b. Apps

The Android app is available for free download from the Google Play Store and iOS app from the Apple App Store. Depending on the selected setting, the apps will be updated automatically or can be updated manually via the app stores.

## 5. myBITZERcloud

In addition, separate "myBITZERcloud" User Agreements shall apply for the use of the myBITZERcloud functionalities which are integrated into BEST Software. These are linked and visible at the myBITZER login.

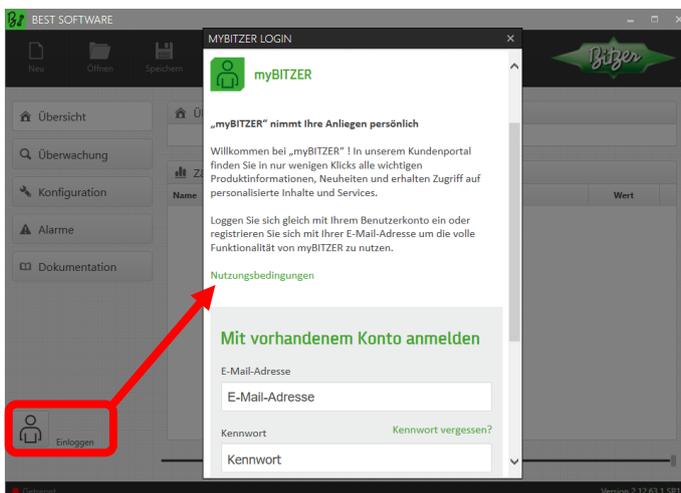


Fig. 1: myBITZER Login at Windows-Version

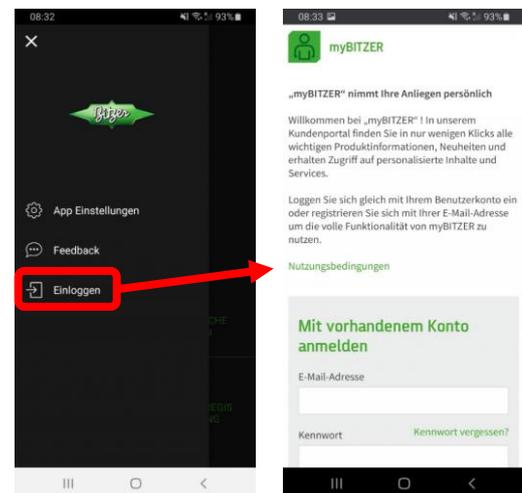


Fig 2: myBITZER Login using App

## 6. Miscellaneous

Should any provision of this Agreement be or become invalid, void or unenforceable in whole or in part, the other provisions shall remain unaffected and valid. An invalid, void or unenforceable provision will be replaced by a valid, effective and enforceable one. This also applies in the event of a gap within the terms of this agreement.

This agreement contains the entire agreement and supersedes all prior oral or written agreements thereto.

## 7. Applicable Law and Place of Jurisdiction

The law of the Federal Republic of Germany shall apply to all legal disputes and controversies in connection with this agreement. The place of jurisdiction is Stuttgart.

For any questions or feedback please contact [best-feedback@bitzer.de](mailto:best-feedback@bitzer.de).