Additional Terms and Conditions of Sale WIKA Instrument, LP Annex B - Software

In addition to the WIKA Instrument, LP Terms and Conditions of Sale, If a product includes, or is accompanied by, any software, the following terms apply:

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- C. Buyer may not install or use the products on or in conjunction with computers that are connected to life-saving or life-supporting medical equipment, nor on or in conjunction with any equipment used in the production or administering of drugs or breathable gasses, nor on or in conjunction with any equipment that, through malfunction or misuse, could directly or indirectly cause physical injury or death.
- D. Buyer shall not attempt to reverse engineer, decompile or disassemble the Software. Buyer shall not analyze the Software, their data files, or transmission protocols in an attempt to discover its systems and methods of operation. Buyer shall not communicate to others any discovery of technical procedures, systems and methods, or protocol of the Software.
- E. The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights at 48 CFR 52.227-19, as applicable.
- F. Buyer is solely responsible for the installation and/or maintenance of the products, and for the proper installation, configuration, and operation of any supporting software or hardware and other services upon which the products rely. The products are delivered with certain default settings, which may not be appropriate for all computers. Buyer is responsible for selecting the correct settings for any server, and clients, as well as any other software or operating system.
- G. From time to time Seller may release updates for the Software, and may notify Buyer of their availability through one or more methods. Buyer is responsible for periodically checking the informational web site at www.phaseivengr.com/support, or such other sites provided by Seller for the availability of updates. Buyer agrees to download and apply updates to the Software as updates are released, in a timely way. Seller may not support Software that is not at the current version. Seller may, in its sole discretion, make updates and other services available only to customers who have current maintenance subscriptions.
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