

## Terms and Conditions of Participation in Beta Testing

### ODOFIN™ Sniff-App

The purpose of the ODOFIN™ Sniff App Beta Testing ("Beta Testing") is to provide the beta version of the ODOFIN™ Sniff App ("App") and related documentation and information to Beta Testing Participants for the purpose of providing feedback on the quality and usability of the App.

The participants understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency or working relationship between you and Burghart Messtechnik GmbH ("BMT"). BMT reserves the right to revoke participation in this Beta Test at any time. If BMT makes any changes to the terms of these Terms of Participation, the revised terms will be provided to participants.

**Use of the Software.** For the beta test, the software will be made available to participants for download.

The software is to be used only for its intended purpose. At the end of the 3-month trial period, the software will be automatically deactivated. It is not permitted to publish or pass on to third parties the software or other materials provided by BMT in connection with participation in the beta test.

**Selection of Participants.** Participation is free of charge. Confirmation of participation must be sent to BMT in order to register. The number of participants is limited. The selection of participants will be made by BMT, there is no entitlement to participation. The selected participants will be notified in writing. The legal process is excluded.

**Test phase with real events.** The evaluations generated in the app during the beta test cannot be used. They are used exclusively for testing the app and may not be used for diagnostic or therapeutic purposes.

**Use and Restrictions.** Subject to compliance with these Terms and Conditions of Participation, BMT grants beta test participants personal, limited permission to use the App solely on their own device for testing and evaluation purposes. You may not use the App for any other purpose or disclose, reproduce, distribute, modify or create derivative works of the App. Participants agree to refrain from decompiling, reverse engineering or disassembling any content, decrypting or attempting to derive the source code of any software. The App may be used solely for testing and evaluation purposes in connection with the Beta Test

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Medical devices  
Measuring devices  
Special equipment

Customized development  
Inhouse-prototyping  
Assembly and Service



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and may not be copied, assigned, distributed or otherwise transferred. BMT retains all ownership rights of all content, app and software.

**Feedback; Contact by BMT.** As part of the Beta Test, participants will submit feedback. You agree that BMT may freely dispose of any Feedback submitted by Participants for any purpose, unless otherwise agreed in writing. Participants agree that BMT may use any feedback collected for an unlimited period of time and without restriction for further development activities. By agreeing to these Terms of Participation, Participants agree that BMT may contact Participants regarding the Beta Test.

**Definition of Confidential Information.** Participants agree that the App and any information regarding the App (including its nature and existence, features, functionality and screenshots), and any other information of any kind that BMT discloses to them in connection with the Beta Test, shall be deemed confidential and shall be referred to in these Terms of Participation as "Confidential Information". All Confidential Information shall remain the sole property of BMT. Participants shall have no rights to the Confidential Information other than those expressly granted to them by BMT.

**Non-use and non-disclosure of Confidential Information.** Except as expressly permitted, Participants agree not to disclose, publish or otherwise disclose to any third party any Confidential Information, except as agreed in writing by BMT with them. Participants agree to use the Confidential Information solely for the purposes permitted in these Terms and Conditions.

**Data protection.** All personal data will only be used for the purpose described and will be treated confidentially. After the beta test has been carried out, the personal data will be deleted by BMT. The legal provisions of BMT apply: <https://www.burghart-mt.de/datenschutz/>

Holm, August 2022



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