

## **End User Licence Agreement (EULA) for the Use of the Software “the Bayesian Estimation, Analysis and Regression (BEAR) toolbox”.**

This End User Licence Agreement (hereinafter referred to as "EULA") is a legally binding contract between you, either as legal entity or natural person, and the European Central Bank (hereinafter referred to as "ECB") for the program “the Bayesian Estimation, Analysis and Regression (BEAR) toolbox” as well as possibly corresponding media, printed material and documentation in online or electronic format (hereinafter referred to as "Software").

Under this EULA you are granted a licence to access and use the Software on the basis set out in this EULA. By downloading and using the Software you declare that you agree to adhere to the following terms of this EULA. If you do not agree to be bound by these terms, do not install the Software.

### **1. Intellectual Property Rights and Scope of Licence**

The ECB is the owner of all intellectual property rights and all other rights in the Software as set out, without limitation, in sections 69a ss. of the German Copyright Act (UrhG) and international treaty provisions. The protection thereby granted to the ECB is hereby expressly accepted by you.

You acknowledge and accept that you have no rights in or to the Software other than the licence to use it in accordance with the terms of this EULA.

The ECB makes this Software available to you free of charge. The Software is provided “as is”, without any representation or warranty of any kind either express or implied. The ECB does not offer any maintenance or any technical support.

The ECB retains all rights not expressly granted to you, in particular all rights of ownership and of all intellectual property rights in the Software, the know-how and the user documentation.

### **2. Granted Rights of Use**

By this EULA the ECB grants you the following rights of use to the Software without charge.

The ECB grants you the non-exclusive, non-transferable right to use the Software on a device that you own or possess according to the following terms:

You are entitled:

- To run the Software solely for private or internal use.
- To modify the program code of the Software or parts thereof or to otherwise establish the source code or to make derived works from the Software.

You are not entitled:

- To distribute the Software or to otherwise transfer it to third parties (including by rental, lease, loan or sub-licensing) without the explicit permission of the ECB.

The mandatory, inalienable provisions of sections 69d, 69e German Copyright Act (UrhG) remain unaffected by the foregoing terms.

The foregoing terms also apply to all updates/upgrades and program supplements for the Software that the ECB makes available for you to download.

The ECB reserves the right to all other rights to the Software

### **3. Collaboration Duties**

When using the Software you must comply with the duty of care necessary for use and examine the results generated by the Software to an appropriate extent prior to the use thereof. Furthermore, you are obliged to back-up your data on a regular basis in order to ensure that the data can be recovered in the event of loss.

### **4. End of Licence**

Your right to use the Software shall automatically expire without termination if you do not comply with the terms of the EULA. If the right to use the Software expires, you are obliged to deinstall the Software on your computer and to destroy all copies of the Software.

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The ECB, its legal representatives and agents engaged in the performance of an obligation, are only liable to compensate for any damage arising on the basis of the provision of free Software in the event of intentional or grossly negligent misconduct. Claims under the German Product Liability Act shall remain unaffected.

No liability is accepted whatsoever in that the Software is suitable for your purposes, or that it shall function in conjunction with the your existing software.

### **6. Applicable Law, Jurisdiction**

The substantive law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. If you are not a consumer or do not have a normal place of jurisdiction in Germany, the courts of Frankfurt am Main, Germany, shall have jurisdiction over all disputes arising through or in connection with this Agreement.

### **7. Miscellaneous**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force.