End User License Agreement (EULA)

§ 1 Parties and Subject Matter, Conditions

(1) This EULA governs the license-related relationships concerning the provision of software and the provision of software services between Aident GmbH ("Aident," "we," "us") and the licensee. Aident is willing to grant the licensee a right of use only on the condition that the licensee accepts all the provisions of this agreement without limitation.

(2) For the purposes of this EULA, Aident is the licensor and the customer is the licensee.

(3) This EULA applies in conjunction with Aident's General Terms and Conditions (AGB), the customer's order, and the respective individual agreements.

(4) The customer accepts these terms by placing an order, and at the latest by receiving the goods or services, these terms are deemed accepted.

(5) The relationship between us and the customer is governed exclusively by our General Terms and Conditions (AGB) and this EULA. Any deviating, conflicting, or supplementary terms and conditions of the customer do not become part of the contract unless we expressly agree to them in writing. This also applies if we render performance to the customer with knowledge of its terms and conditions without reservation. Any individual agreements made with the customer on a case-by-case basis (including side agreements, supplements, and amendments) take precedence over our AGB and this EULA. The content of such individual agreements is determined by a written contract or our written confirmation, with text form being sufficient.

§ 2 Definitions

For the purposes of this EULA, the following terms have the meanings indicated below:

(1) "Documentation" refers to all electronic documentation files and/or documentation contained in or on the relevant media, or the software user manual.

(2) "Environment" refers to the computer hardware, operating system, and programs required for the use of the software.

(3) "Software" refers to the computer programs in machine-readable form, including copies thereof and any updates provided under the contract.

(4) "On-Premises/On-Prem" Software designates a local, server-based license and usage model hosted on the customer's premises.

(5) "SaaS" Software (Off-Premises) designates a license and usage model in which software applications are offered via the internet.

(6) An "Update" is a further development, particularly to rectify discovered defects or usability issues in individual software versions. Updates are software versions that differ from the preceding version in their decimal (minor) designation (e.g., from version 6.1 to 6.2).

(7) An "Upgrade" is a further development of the software that meets new performance parameters and/or contains new features. Upgrades are software versions that differ from the preceding version in their integer (major) designation (e.g., from version 6.1 to 7.0).

(8) The term "authorized number of concurrent users" refers to the maximum number of users who can be simultaneously logged on to the system (concurrent-user license model).

(9) "Single-Use" means that the licensed software is a single product for a single installation and use.

(10) "Multiple-Use" means that the licensed software is a product that may be installed and used multiple times in a server network in accordance with the respective licenses.

§ 3 Rights of Use (On-Prem) – Software Rental and Software Purchase

(1) In the case of software rental, Aident grants the customer a simple, non-transferable, territorially restricted, non-sublicensable right to use the software for

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the duration of the rental period and to the contractually agreed extent.

(2) In the case of software purchase, Aident grants the customer a simple, transferable, territorially restricted, non-sublicensable right to use the software for an unlimited period, within the scope contractually agreed.

(3) Irrespective of the above, the use of the software by companies affiliated with the customer within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) is permitted, provided the software is used for the customer's own internal processes and those of its subsidiaries, and the use otherwise remains within the licensed scope.

(4) Unless expressly agreed otherwise, the right of use is granted solely for the country in which the purchaser has its principal place of business.

(5) The customer is entitled to install the software on a hard disk for use as agreed, and to produce one copy of the software only for backup and archival purposes, provided the customer reproduces all copyright notices, trademarks, and other proprietary notices that appear on or in the software; these copies are subject to the conditions of this agreement.

(6) In the case of a single-use license, the customer is not permitted to install and use the software on a computer network. If the customer wishes to use the software on more than one computer or in another environment, an additional license must be purchased.

(7) In the case of a multiple-use license, Aident grants the customer the ordered number of licenses under the concurrent-user license model, once the customer has paid the license fee. The customer is not permitted to use the software with more than the authorized number of concurrent users. If the customer wishes to authorize additional concurrent users, it must purchase additional licenses.

§ 4 Rights of Use – SaaS

(1) Aident grants the customer a simple, non-exclusive, non-sublicensable right of use, limited in time to the duration of this contract and territorially restricted, with respect to the software covered by the contract.

(2) Irrespective of the above, the use of the software by companies affiliated with the customer within the meaning of Sections 15 et seq. AktG is permitted, provided the software is used for the customer's own internal processes and those of its subsidiaries, and the use remains within the licensed scope.

(3) Storage is permitted only for performing this contract and only temporarily in the working memory of the customer's computer(s). The customer may not store or buffer the contractual software, in whole or in part, on any permanent storage medium of any kind, nor copy or distribute it in any other manner.

(4) For a licensed single-use, the customer is not permitted to use the software for more than one user. If the customer wishes to use the software for more than one user, an additional license must be purchased.

(5) In the case of multiple-use licensing, Aident grants the customer the specified number of licenses under the concurrent-user license model, once the customer has paid the license fee. The customer may not use the software with more than the authorized number of concurrent users. If the customer wishes to authorize additional concurrent users, they must purchase additional licenses.

§ 5 Rights of Use – Services

(1) Aident retains all rights of use to any work products created during the project.

(2) However, Aident grants the customer a non-exclusive, non-transferable, perpetual right of use to the work products from the service, subject to the condition precedent of full payment of the fees for creating these work products under the respective service.

§ 6 Rights of Use to Demo Versions

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(1) Prior to concluding a fee-based contract, Aident may offer the customer the opportunity to test the software and server services for a defined period ("Test Use").

(2) For this purpose, Aident grants the customer, for the duration of the provision, a simple, non-transferable, non-sublicensable right of use to the demo version within the agreed scope. This EULA also applies to test uses.

§ 7 Rights of Use for Custom Programming

(1) Aident grants the customer a non-exclusive, non-transferable, non-sublicensable, perpetual right to use the software within the contractually agreed scope.

(2) Irrespective of the above, the use of the software by companies affiliated with the customer within the meaning of Sections 15 et seq. AktG is permitted, provided the software is used for the customer's own internal processes and those of its subsidiaries, and the use remains within the licensed scope.

(3) By participating in the development of the software, the customer does not acquire any rights beyond the scope of use agreed in the present contract.

§ 8 Additional Software Rights

(1) The customer may copy the software to the extent necessary for installation and intended usage; other reproductions are only permitted for backup purposes.

(2) **Regarding rights to electronic documentation**:

   a. The customer may

   - print out the electronic documentation for the use of the software;

   - transfer the PDF files to a server for use within its intranet; and

   - copy the electronic documentation onto a hard disk for the customer's use of the software.

   b. The customer may not

   - distribute the documentation;

   - transfer the documentation in a way that allows access via the internet; or

   - create derivative works of the documentation.

   c. The software may contain one or more directories, files, etc., intended to help the customer use the software. Aident grants the customer the right to use such directories, files, etc., provided the customer complies with the terms of this agreement and any provisions contained in these directories and files.

   d. The customer is aware that the software may allow access to a directory that enables it to encode certain information in the software's applications.

   e. In all cases, the customer remains responsible for ensuring that every software user complies with the provisions of this agreement.

(3) If, as part of rectification or maintenance, Aident provides the customer with supplements (e.g., patches or additions to the user manual) or a new release of the subject matter of the contract (e.g., updates or upgrades) that replace earlier materials, these are subject to the provisions of this agreement.

(4) Aident has the right to make changes as follows: Aident may further develop or modify the contractually agreed services and their scope, to the extent this is reasonable for the customer, where new statutory requirements necessitate such modification, or where technical advances require adaptation of the services provided by Aident (for example, the originally agreed service no longer complies with the current state of the art), or if Aident's services incorporate components from third-party providers who make their products available only in a modified form, or if Aident—taking the customer's interests into account—has a legitimate interest in modifying the contractual performance.

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(5) The customer is responsible for complying with applicable EU laws as well as export control regulations and applicable ordinances. The customer may neither directly nor indirectly transfer the software to those countries to which export is prohibited under applicable export control laws or subject to an export license or any other official approval, unless an appropriate license or approval is obtained in advance.

§ 9 Source Code

The customer has no claim to the source code or the release of the source code for the products it uses.

§ 10 Unauthorized Use of the License

(1) Neither the customer nor any third party is permitted to attempt to circumvent any technical mechanism intended to enforce the provisions of this EULA, alter the software's source code, create derivative works, translate or decompile it, or otherwise obtain or attempt to obtain the source or object code through reverse engineering or other means.

(2) Without Aident's prior consent, the customer is not permitted to:

   a. use the software for the purpose of providing services to third parties (e.g., service bureau offerings, application service providing, outsourcing, SaaS solutions, or similar);
   b. make the software available to anyone other than its own employees or freelancers;
   c. transfer or rent the software to third parties;
   d. analyze, reassemble, or otherwise modify or edit the software in any way. The customer is entitled to decompile the object code or perform other forms of reverse engineering of the contractual software only to the extent necessary to achieve interoperability with other software programs, provided Aident has not supplied the necessary data and/or information within a reasonable period following a written request, and further provided that such decompilation is limited to those parts of the software necessary to establish interoperability with other software programs;
   e. remove, modify, or obscure any serial numbers, notices, labels, or other markings containing copyright notices, trade secrets, confidentiality rights, trademarks, or other proprietary rights on copies of the software or similar data, as well as in manuals, documentation, and other materials;
   f. grant sublicenses for the software for consulting services, outsourced services, application service provider services, or application hosting provider services;
   g. use or permit third parties to use the backup or archive copy for any purpose other than to replace the original copy if it is destroyed or damaged; or
   h. disclose the results of any benchmark or other testing without Aident's prior written consent.

(3) In the event of use exceeding the authorized scope by any user or any unauthorized transfer of use, the customer shall, upon our request, promptly provide all information available to it to assert claims relating to such unauthorized use, including the name and address of the user and the extent of use.

(4) Aident may revoke the customer's access authorization and/or terminate the contract if the customer substantially exceeds the permitted scope of use or breaches the provisions protecting against unauthorized use. This may involve interrupting or blocking access to the contractual services. As a general rule, Aident shall grant the customer a reasonable grace period to remedy the situation in advance. The mere revocation of access authorization alone does not automatically terminate the contract. Aident may maintain a revocation of access authorization without termination only for a reasonable period, at most three months. The customer has a right to reinstatement of access authorization and the possibility of access once it has demonstrated that it has ceased the breach of contract and has taken measures to prevent any future breach.

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(5) Aident's right to payment for any usage exceeding the agreed scope remains unaffected by any claims pursuant to § 10(4) and § 12.

(6) The customer is obligated to indemnify Aident from all third-party claims arising from legal violations based on the customer's unlawful use of the subject matter of performance or conducted with its approval. If the customer becomes aware or should become aware that such a violation is impending, it must promptly inform Aident.

§ 11 Reservation of Rights

(1) Unless the customer has been expressly granted rights of use to the software, all rights, claims, and benefits in the software remain with Aident, as do all copies, modifications, and derivative works thereof, including, without limitation, all rights under patents, copyrights, trade secrets, trademarks, and other proprietary and intellectual property rights.

(2) If the software provided is owned by a third party or if certain components are attributable to a third party, the license and terms of use are governed by the license conditions of that owner (manufacturer).

§ 12 Usage Analysis and Audit

(1) Aident may analyze and review the software usage, software access, and services for security reasons and to conduct license audits, in order to determine whether the software is being used in accordance with the underlying contractual regulations. For this purpose, Aident may request information from the customer, particularly regarding the duration and scope of software usage.

(2) As an initial step, Aident may require a self-declaration from the customer. Furthermore, Aident itself or an independent third party that is not a competitor of the customer may conduct audits, checks, and inspections to verify that the customer is in full compliance with all the provisions of this agreement.

§ 13 Intellectual Property

(1) All works created by Aident are exclusively subject to Aident's copyright. Even if the customer has provided requirements or ideas for designs or program processes, this does not create co-authorship rights.

(2) The customer may not alter any legal notices regarding copyrights or other industrial property rights on or in the software. Any full or partial recovery/reproduction of the software is permissible only if it includes all legal notices pertaining to the software's intellectual property.

§ 14 Licenses for GNU and Other Third-Party Providers

Aident's software products may contain components subject to the license terms of the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL) as well as other similar free software licenses. These licenses allow the user to copy, modify, and publish certain programs or parts thereof and grant access to the source code ("open-source software"). The customer may request the modified source code of such software from the support team if it has not already been provided. If an open-source software license requires the owner to grant additional rights to use, copy, or modify such open-source software, those rights take precedence over the rights and restrictions of this EULA.

§ 15 Third-Party Proprietary Rights

(1) Aident represents that it is entitled to use and offer the contractual software for the purposes of this contract.

(2) In particular, Aident is entitled to make the software available online on its own server for third parties to access and for limited-time use.

(3) If the contractual use of the software is impaired by third-party proprietary rights, Aident may, at its option and expense, modify the software so that third-party rights are no longer infringed, or obtain authorization at its own expense to ensure that the software can be used without restriction under the contract. The software's operation, functionality, and scope of functions may only be impaired to a degree acceptable to the user by such modifications.

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(4) It is at Aident's discretion to decide whether and how to conduct legal defense. In any event, Aident retains the right to settle with or otherwise reach a compromise with a third party, even if Aident has transferred the legal representation or defense to the customer.

(5) If the user breaches its obligations under this agreement, it shall indemnify Aident against all third-party claims brought against Aident for the infringement of third-party rights. The user assumes sole liability to those asserting the alleged infringement. The same applies in reverse if Aident breaches its obligations under § 15(1) or (2).

(6) If a third party asserts intellectual property claims against one of the contracting parties, that party shall promptly inform the other party in writing about the claim.

§ 16 Export

(1) The customer is hereby notified that the export of the delivered contractual software and user documentation may be subject to approval requirements or may be prohibited—for instance, under the relevant export regulations of the Federal Republic of Germany, the European Union, and/or the United States of America—depending on the nature or intended use or final destination of the software. Breaches may constitute criminal offenses. The customer undertakes to observe all applicable national or international export regulations and to obtain the necessary permits independently and on its own responsibility. In particular, the customer is referred to the following provisions:

a. If the delivered contractual software may only be provided with authorization from the relevant—especially national—authorities for military, nuclear, or weapons-related use or to a military end-user, that authorization must be obtained in advance in the event of resale.

b. The prohibition imposed by the U.S. Department of Commerce on supplying the contractual software to companies or individuals listed in the then-current "List of Parties of Concern," especially the "Denied Persons List," the "Entity List," or the "Unverified List" of the U.S. Department of Commerce.

c. The prohibition imposed by the U.S. Department of the Treasury on supplying the contractual software to companies or individuals listed in the "Specially Designated Nationals and Blocked Persons List" published by the U.S. Department of the Treasury.

d. EU sanction regulations, in particular the prohibition on supplying the contractual software to certain individuals named in Regulations (EU) No. 2021/821, (EU) No. 258/2012, and (EU) No. 2019/125.

e. Relevant and applicable UN resolutions.

f. All relevant and applicable German laws and export lists of the competent German authorities.

(2) In the event that the customer violates the above obligations, the customer shall indemnify Aident upon first demand against all claims and shall compensate Aident for any damages asserted by its suppliers, third parties, or national and/or international authorities or organizations against Aident.

(3) Aident's performance of the contract is subject to there being no barriers due to national or international regulations, in particular export control regulations, embargoes, or other sanctions. Aident and the customer undertake to provide all information and documentation required for export/transfer/import. Delays caused by export checks or authorization procedures suspend deadlines and delivery times. If any required permits are not granted, performance under this EULA is impossible to that extent. The customer has no claim to damages in this respect, including for missed deadlines.

§ 17 Final Provisions, Governing Law, Use of Qualified Electronic Signatures, Place of Performance, Jurisdiction, and Severability

(1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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(2) The contracting parties agree that the written form required for the concluded contract is likewise satisfied by qualified electronic signatures; the parties expressly recognize advanced electronic signatures as valid, legally binding, and as satisfying the written-form requirement under the concluded contract and this EULA.

(3) If the customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for both parties, for all present and future claims arising from the business relationship, is either our place of business or, at our discretion, the place of business of the branch office that concluded the contract.

(4) We reserve the right to amend this EULA with effect for the future if necessary to correct subsequent disruptions in equivalence or adapt to changed legal or technical conditions. The customer will be informed in writing of any changes to material components of this EULA. The changes become part of the contract and are deemed approved if the customer does not object to them in writing. This consequence will be specifically pointed out in the notification letter. The objection must be received within six weeks of receipt of the notice. If the customer objects to a change, we reserve the right to refrain from continuing the contractual relationship.

(5) If individual provisions of this EULA are or become wholly or partially invalid or unenforceable, the validity of the remaining provisions remains unaffected. The parties shall replace the invalid or unenforceable provision with one that is legally permissible and comes as close as possible to the economic and legal intent of the original. The same applies if a gap arises that requires supplementation.

(6) The contract language is German. If translations of this agreement are prepared, only the German version is authoritative.