

License and terms and conditions of use for con terra Technologies Components

This license and terms conditions of use (hereinafter referred to as "License Terms") apply between con terra GmbH (hereinafter referred to as "con terra") and the user (either a natural person or legal entity, hereinafter referred to as "Customer") for the provision of Software components on behalf of con terra Technologies Components (hereinafter referred to as "Software"). The License Terms form an integral part of the Contract concluded between con terra and the Customer for the purchase or the temporary transfer (hereinafter referred to as "Subscription") of the Software (hereinafter referred to as "Contract").

In addition, the licensor's general terms and conditions apply.

Deviating, conflicting, or supplementary terms and conditions of the Customer shall be Contractually valid only if and to the extent that con terra has expressly consented to the application thereof in writing.

con terra shall be entitled, with the consent of the Customer, to change the content of the Contract and these License Terms, provided that the change is reasonable for the Customer, taking into account the interests of con terra. The approval to change such shall be deemed to be granted if the Customer does not object to the change within one month of receipt of the notification of change. con terra undertakes to inform the Customer of the consequences of failing to object in the course of the notification of change.

1 Scope of use

Upon full payment of the purchase price in the case of purchase or the fees in the case of Subscription, con terra grants the Customer the non-exclusive, non-transferable, and non-sublicensable right and, in the case of a Subscription, the right of use limited to the Subscription period and, in the case of purchase, the unlimited right of use to download the Software and, if necessary, to use it in conjunction with separately licensed applications from con terra. The Software is licensed for the Customer's own use under the terms of the Contract and these License Terms. con terra offers the following licensing models:

A **single-user license** entitles the Customer to install and use a copy of the Software on a single designated physical or virtual computer in such a way that the Software is only accessible to a single user at a time.

A **network license** entitles the Customer to install the Software on several computers, provided that the number of users who use the Software at the same time is not greater than the number of network licenses agreed between con terra and the Customer.

A **server license** entitles the Customer to install the Software on one server (one environment) without any restriction on the number of users.

The Customer shall not be entitled to sell, rent, lend or sublicense the Software itself or any modifications thereof. Passing on the Software or modifications to the Software are prohibited unless otherwise agreed in the Contract or

under these License Terms or unless con terra has agreed in writing beforehand.

The Customer may not sell, lend, assign, sublicense, rent, lease, or otherwise transfer or assign the right to use the Software without the express consent of con terra, unless otherwise agreed in the Contract or under these License Terms or con terra has agreed in writing beforehand.

The Customer is not permitted to reverse engineer, decompile, disassemble, change, modify or create works derived therefrom, unless this is permitted under the Contract, separately in writing or by law.

con terra reserves all rights to the complete or partial reproduction of the Software, including its documentation, logos, brands, and interfaces.

The Customer acknowledges that the Customer is not permitted to remove, obscure, or change any references to property rights contained in or added to the Software. This also applies to copyright or trademark symbols.

2 Warranty

In the case of Software purchases, the following warranty rights apply:

con terra warrants that the Software and the user documentation are of the agreed quality and that use by the Customer in the Contractually agreed scope in the country in which the Software was first purchased does not conflict with any third-party rights. con terra shall not be liable for deviations from the agreed quality and conflicting rights that are based on

use contrary to the Contract nor unauthorized changes by the Customer or third parties.

If the Customer is not a consumer within the meaning of Section 13 BGB (German Civil Code), con terra has the right to choose whether con terra remedies a defect by means of subsequent improvement or subsequent delivery. This applies accordingly to defects of title. Improvement shall also be deemed to have occurred if con terra provides the Customer with temporary solutions, provided that these rectify the defect. The same shall apply if the defect can be circumvented by using the Software differently, provided that the Customer can continue to use the Software in a reasonable manner. In order to remedy the defect, the Customer is obligated to accept a new Software version if the Contractual scope of functions is retained, and the takeover does not lead to significant disadvantages for the Customer. Improvement shall also include the adaptation of the user documentation if necessary.

After two failed attempts at subsequent performance, the Customer may withdraw from this Contract or demand a reduction in the purchase price as well as compensation in accordance with the statutory provisions. The prerequisite for this is that after the second unsuccessful attempt at subsequent performance, the Customer has unsuccessfully requested in writing that the defect be remedied within a reasonable period and advised that they will otherwise exercise their statutory warranty rights.

If the Customer is not a consumer within the meaning of Section 13 BGB, the limitation period for warranty claims is 12 months. This also applies, even if the Customer is a consumer within the meaning of Section 13 BGB, for claims for damages with the exception of claims due to intent or grossly negligent behavior, claims due to damage to life, limb, or health, as well as claims under product liability law. If con terra delivers the Software to the Customer via download, the statute of limitations shall begin with the provision of the download link including the access data by con terra.

In the case of Subscription (rental), the following warranty rights apply:

con terra guarantees that the Contractually agreed quality of the Software will be maintained during the Contract term and that no third-party rights will conflict with the use of the Software in accordance with the Contract. con

terra shall remedy any material or legal defects in the Software within a reasonable period.

The Customer is obligated to notify con terra in writing of any defects in the Software immediately after they are discovered. In the case of quality defects, this shall be accomplished by describing the time of occurrence of the defects and the more detailed circumstances.

3 Third-party Software, open-source Software

The Software may contain components of third-party Software and/or open-source Software, for which separate license terms must be observed. Insofar as this is necessary for the lawful use of the Software, the applicable third-party or open-source Software license terms are listed in the corresponding Software directories.

The licensee undertakes not to install or use the Software until they also agree to these third-party Software or open-source Software license terms, which take precedence over these License Terms. If the licensee rejects this, the licensee shall refrain from installing and using the Software.

4 Contract and license duration

The license agreement begins with the provision of the Software by con terra and ends with the deinstallation or the complete removal of the Software by the Customer.

The right to use paid Software does not come into effect until the license fee has been paid to con terra.

a) When purchasing the Software, the period of use is granted for an indefinite period. The Customer is also obligated to protect con terra's property rights beyond the period of use.

b) When subscribing to (renting) the Software, the period of use shall be limited to one Contract year, starting on the 1st calendar day of the month following the provision of the Software. The period of use shall be automatically extended by a further Contract year if this is not terminated in writing by the Customer or by con terra three months before the end of the Contract year.

This does not affect the right to extraordinary (immediate) termination by con terra.

con terra has the right, inter alia, to terminate without notice if the Customer (i) fails to meet

their obligation to pay the annual license fee despite two reminders, (ii) uses the Software in an inadmissible manner or due to another violation of copyright or right of use or (iii) an application is made to open insolvency proceedings against the Customer's assets. At the end of the useful life, the Customer is obligated to return the original data carrier to con terra and to uninstall/delete and irretrievably destroy all copies of the Software including the documentation. At the request of con terra, the latter may request written insurance from the Customer regarding the deinstallation and deletion or irretrievable destruction.

5 Liability

The Customer guarantees that they shall obtain all other rights (i.e., all rights apart from the Contractual license) required for the intended use, or that they have already obtained these and that they shall indemnify con terra in relation to all third-party claims asserted in this respect.

con terra is liable for damage caused by intent and gross negligence, including that caused by its vicarious agents, regardless of the legal reason, in accordance with the statutory provisions. The same applies to injury to life, limb, or health, as well as under the Product Liability Act, caused by negligence.

In the event of damage caused by negligence, with the exception of damage to life, limb, or health and as well as under the Product Liability Act, con terra shall only be liable for the breach of an obligation, the fulfillment of which enables the proper execution of the Contract at all and on which the Customer may rely, however, the amount shall be limited to damage that was foreseeable and Contract-typical at the time the Contract was concluded.

con terra does not guarantee the availability of the products and services offered. In particular, the accessibility of con terra's servers may be restricted for technical reasons (e.g., maintenance work) or for reasons for which con terra is not responsible. con terra assumes no liability for events of this kind unless con terra is legally obligated to do so.

con terra assumes no liability for malfunctions or other damage caused by third parties (e.g., internet or hosting provider) unless con terra is legally obligated to do so.

6 Maintenance and support

No right to maintenance and support for the Software exists. con terra may provide the licensee with updates and upgrades of the Software at its own discretion, for which these License Terms apply to the same extent. The provision is usually made via download and can include patches, updates, upgrades, or releases.

con terra may, at its own discretion, offer the licensee paid support services or adjustments to the Software.

7 Final provisions

If the Customer is not a consumer, the place of performance for all liabilities from and based on this license agreement as well as the exclusive place of jurisdiction for all disputes is the registered office of con terra, Münster in Westphalia.

The law of the Federal Republic of Germany, excluding the UN Sales Convention, applies exclusively to these License Terms.

No additional verbal agreements exist. Any amendments or addenda to these License Terms must be in writing to be valid.

Insofar as these License Terms are translated into other languages, the German version shall exclusively remain the legally binding version.

Should individual provisions of these terms and conditions of use be or become ineffective and/or unenforceable, this shall not affect the validity of the remaining provisions.