



## END USER LICENSE AGREEMENT (EULA)

Between

ITIS AG, Postfach 3141, Siemensstrasse 14, 84037 Landshut

- ((hereinafter referred to as **Licensor**) -

and

the company \_\_\_\_\_

or

the individual \_\_\_\_\_

- (hereinafter referred to as **Licensee**) -

the following agreement is concluded:

By installing, copying, or using the software, you agree to be bound by the terms of this End User License Agreement. If you do not agree to these terms, you are not authorized to install, copy, or use the software.

### § 1 Subject of the Agreement

1. The licensor grants the licensee a non-transferable, non-exclusive right to use the copyrighted computer programs (hereinafter referred to as "software") under the following conditions. Any further use or exploitation is excluded. In particular, ownership and copyright of the software remain with the licensor.
2. The software is provided to the licensee as Software as a Service (SaaS) on machine-readable storage media, where it is recorded as executable object programs. This software is hereinafter referred to as "licensed material." The software includes application documentation provided to the licensee as an electronic document or hyperlink. Software and documentation are collectively referred to as "licensed material."
3. Licensed material also includes data collections (files, database material) recorded on machine-readable media, which are part of or referenced by the programs.
4. Licensed material also includes new versions or additions provided by the licensor to the licensee during the term of the agreement. The licensor reserves the right to modify the scope and content of the licensed material at any time without notice as part of technical advancements.
5. If the licensee does not agree with the terms of use specified herein, they may return the software to the licensor for a full refund of any fees paid, provided the software has not been used. Installing provided apps, opening and using the program, or accepting the license terms,



e.g., by clicking the corresponding button, initiates the use of the software and enforces the validity of this license agreement.

## **§ 2 Scope of Use**

1) The licensee is permitted to use the provided software simultaneously only:

a) In cases where product usage rights are specified in the sales prospectus or price list, on a back-end computer, defined by a unique computer name and unique identifiers (such as database names, communication connection names, names of substructures within databases, e.g., client names), along with the associated programs and the specified number of users accessing these databases during the agreed period of use.

or

b) In cases where product usage rights are specified as "per user" in the sales prospectus or price list, on a single client computer temporarily connected to a database system using a single username.

or

c) In cases where product usage rights are specified as "per server and legal entity (company)" or "per connection" in the sales prospectus or price list, on a single server connected to a single back-end database management system designed for one legal entity or a single connection.

If the license is designated as a test or demo license, specific restrictions apply. The licensee waives the right to use the software for standard use scenarios, including productive use or intended purposes as outlined in §2, Paragraph 1.

If the software operates as an integrated solution between a front-end and back-end computer, the license applies to both parts unless separate licensing is specified. For server-functioning software, access is limited by the number of valid client access licenses. In the case of client applications, regardless of the technology used (e.g., traditional application, web-based, terminal-based), the license is limited to the number of users paid for and licensed. Furthermore, using the license for rental (ASP) or similar business purposes that bypass licensing requirements directly or indirectly will result in immediate termination of the license.

2) "Use" in the context of this agreement includes any permanent or temporary full or partial copying (replication) by loading, displaying, running, transferring, or storing the software for its execution and data processing. For devices connected to the computer (e.g., input/output devices), usage is restricted to storage and display. Usage also includes actions taken for observation, examination, or testing of the provided software.

3) If application documentation is provided on machine-readable media, Paragraph (2) also applies.

4) Printed license materials may only be reproduced with the licensor's written consent. Additional printed copies may be purchased from the licensor under this agreement for a fee.

5) Proper contractual use includes creating backup copies of the provided software and data. If the software contains technical copy protection, the licensee is entitled to a replacement copy upon request if damage occurs while loading or operating the software.

6) The licensee may integrate the provided software with other licensed computer programs. A separate license or multi-license must be obtained for each instance of any software or product using the



software. Documentation (available online where applicable) provides a description of the designated interfaces. Further modifications and error corrections are only permitted to the extent necessary for the intended use. Reference is made to §8 regarding warranty. Reverse engineering (decompilation) of program code into another form is prohibited except where partial translation is necessary for interoperability of an independently created program with the provided software, as limited by §69e of the German Copyright Act (UrhG).

7) Use of the licensed material in hazardous environments (e.g., power plants), in situations affecting health and human life (e.g., public transport), in countries excluded from receiving high-tech developments, or where financial risks exceed ten times the license price, requires prior written consent from the licensor. Failure to inform the licensor about such risks renders the license invalid, and no compensation claims may be made against the licensor.

### **§ 3 Transfer of Licensed Material**

1. The licensee is authorized to transfer the software in its original form and entirety, along with a copy of this agreement, to a subsequent user. As a condition, the subsequent user must agree to the terms of this agreement. This authorization does not extend to transferring copies or partial copies of the software, nor to transferring modified or edited versions or any copies or partial copies thereof.
2. Upon transfer of the software, the right to use it as described in § 2 Scope of Use transfers to the subsequent user, who then assumes the role of the licensee under this agreement. At the same time, the original licensee's right to use the software as described in § 2 is terminated.
3. Upon transfer, the licensee must immediately and completely delete or otherwise destroy all copies and partial copies of the software, including modified or edited versions and any copies or partial copies thereof. This also applies to all backup copies.
4. Paragraphs (1) through (3) also apply if the transfer involves temporary lending. Renting out the software or parts of it is prohibited.
5. When the software is transferred by a user to a subsequent user, the latter assumes the position of the former user. Paragraphs (1) through (4) apply accordingly.

### **§ 4 Protection of Licensed Material**

1. Regardless of the usage rights granted in § 1 Subject of the Agreement and § 2 Scope of Use, the licensor retains all rights to the licensed material, including any copies or partial copies made by the licensee. This does not affect the licensee's ownership of machine-readable storage media, data storage devices, and data processing equipment.
2. The licensee agrees to retain all protection notices included in the licensed material, such as copyright and other legal notices, without alteration, and to incorporate them unchanged into all complete or partial copies of the machine-readable licensed material made by the licensee.
3. The licensee will maintain records of all copies or partial copies of machine-readable licensed material made in accordance with this agreement and keep them in a secure location, providing information upon request.



4. Before destroying, selling, or otherwise disposing of machine-readable storage media, data storage devices, or data processing equipment, the licensee must completely delete all stored licensed material.
5. The licensee has the right to use a newly provided version of the licensed material according to the agreement or decline its use. If the licensee decides to use the new version, they must return the previously used version of the licensed material, along with all copies and partial copies, to the licensor within three months after starting productive use of the new version. Additionally, all copies stored on machine-readable storage media, data storage devices, or data processing equipment must be completely deleted. Retaining an archival copy requires a written agreement.

## **§ 5 Delivery**

1. The licensee will receive a copy of the software on machine-readable storage media, possibly including user documentation (at the licensor's discretion, this may also be available online). If user documentation is also provided on machine-readable storage media, it may be included on the same media as the software copy.
2. Upon request, delivery will be made on a machine-readable storage medium provided by the licensee or purchased from the licensor for a fee.
3. If the storage media containing the licensed material is damaged or accidentally deleted during transport or after receipt by the licensee, the licensor will provide a replacement for a reasonable compensation fee. The cost of the storage media follows the conditions in Paragraph 2.
4. New editions and supplements to the licensed material will be offered to the licensee within a reasonable time after they become available. If the licensee accepts this offer, delivery will follow the method described in Paragraph 1, with Paragraphs 2 and 3 applying accordingly. In the event of an additional maintenance package purchased within three months after delivery of the licensed material, new editions and supplements will be provided upon request to the initial recipient. The licensee must promptly inform the licensor of any necessary changes to the recipient. Additional terms are covered in § 13 Maintenance.

## **§ 6 Term of Agreement and Termination**

1. Either party may terminate licenses for individual programs, maintenance packages, or the entire agreement with 30 days' written notice after the initial contract term for the licensed material has ended. Programs or maintenance packages with recurring fees due in periods shorter than a year may only be terminated at the end of a billing period.
2. The right to terminate for cause remains unaffected, particularly in cases of violation of § 2 Scope of Use or § 4 Protection of Licensed Material.



## **§ 7 Fees**

1. License fees are specified as one-time fees and/or recurring fees payable monthly or annually. Certain new editions and supplements may require an additional one-time or recurring fee.
2. Fees are due upon delivery. Recurring fees are payable at the start of each billing period. Fees for partial periods are prorated based on a 30-day month. All fees must be paid within seven days without deduction. VAT is charged separately.
3. To calculate the daily portion of the one-time fee, a 12-month usage period is assumed.
4. After nine months, the licensor may adjust license fees and billing periods, providing written notice to the licensee three months in advance.

## **§ 8 Warranty**

1. The parties acknowledge that it is not possible to develop software that is entirely error-free for all conditions of use.
2. The licensor warrants that the licensed material will conform to the specifications provided at the time of delivery. This includes any guaranteed features. In cases of significant deviations from the specifications, the licensor is entitled and, if not unreasonably burdensome, obligated to provide corrections. If the licensor cannot remedy significant deviations within a reasonable time or implement a workaround, the licensee may request a reduction in license fees or terminate the license for the program without notice. The correction obligation ends with the contract term but no sooner than 12 months after delivery. § 11 Liability Limitations applies to claims for damages.
3. The licensee must provide verifiable documentation of any deviations from the specifications and assist in isolating errors.
4. The warranty does not cover defects caused by deviations from the intended conditions of use specified in the performance description.

## **§ 9 Support**

1. The licensor provides central support for the licensed material in its currently valid licensed version, excluding project-specific or customer-specific adaptations, in return for a service fee at the licensor's applicable hourly rates. This service requires the use of a valid version of the licensed material and the provision of error documentation by the licensee. Support is governed by § 10 Conditions of Use and is limited to the availability period of the licensed material and up to a maximum of three (3) additional years, subject to the availability of dependent products and related manufacturer support services under the conditions specified in § 10.
2. The licensee is responsible for creating error documentation according to the guidelines in the user documentation. After the error documentation is received by the licensor, central support will be provided via telephone or by supplying information or materials, such as error resolution or workaround instructions, or corrected program components.
3. On-site customer service, if separately contracted, will be performed by qualified personnel of the licensor at the licensee's premises for a fee based on the licensor's current hourly rates. It includes reviewing the program's conditions of use and supplementing the error documentation



provided by the licensee if necessary. On-site service will make the supplemented error documentation available to central support and will collaborate with central support to make reasonable efforts to resolve the error at the location through correction or workaround measures.

4. For certain software, the licensor may provide maintenance services under a flat fee for the contract duration, subject to § 13 Maintenance.
5. Any material provided to the licensee as part of support services becomes part of the licensed material defined in § 1 Subject of the Agreement and is subject to the terms of this agreement.
6. Other services, such as employee training, program adaptations to the licensee's specific requirements, or other programming services, require a separate contract designed for those purposes.

## **§ 10 Conditions of Use**

1. The licensed material provided to the licensee was developed for use on specific data processing equipment and to interoperate with designated programs.
2. If the licensed material is used outside the specified conditions of use according to Paragraph 1, the warranty obligations under § 8 do not apply. In such cases, the licensor will make reasonable efforts to provide support under § 9, addressing only errors that can be identified under normal conditions of use for the licensed material.

## **§ 11 Limitations of Liability**

1. Each contracting party is liable, regardless of the legal basis, for damages caused by culpable breach of an essential contractual obligation that endangers the achievement of the contract's purpose. Liability is limited to the typical contractual damage that each party could reasonably foresee at the time of contract conclusion based on the circumstances known at that time.
2. The licensor is not liable for lack of economic success, lost profits, indirect damages, consequential damages from defects, or third-party claims, except for claims arising from the infringement of third-party intellectual property rights.
3. The damages under paragraphs (1) and (2) are limited to the amount of ongoing fees for 36 months or the one-time fee for the program that is the subject of the claim or directly caused the damage. The applicable fees at the time the claim arose, excluding VAT, are decisive.
4. For data loss and its restoration, the licensor is liable under paragraphs (1) to (3) only if such loss could not have been avoided through reasonable data backup measures by the licensee.
5. The limitations of liability in paragraphs (1) to (4) apply accordingly in favor of the licensor's employees and agents.
6. The liability of the contracting parties for damages caused by gross negligence or willful misconduct of members of the management or senior executives, as well as any liability of the licensor for the absence of guaranteed properties, infringement of third-party copyrights, claims



under the Product Liability Act, and damages from injury to life, body, or health, remains unaffected.

## **§ 12 Return and Deletion of Licensed Material**

1. Upon termination of the contract, regardless of timing or reason, the licensee must return the original and all copies and partial copies of the licensed material to the licensor. For licensed material stored on machine-readable media of the licensee, deletion replaces physical return.
2. If the licensee replaces a terminated program with a successor program offered by the licensor, the terminated program may be retained as a fallback for up to three months. Retaining an archival copy requires a written agreement.

## **§ 13 Maintenance of Licensed Material**

1. A maintenance package for the licensed material can be obtained for an additional, regularly payable fee. The maintenance package must be ordered within three months of the initial delivery of the licensed material and paid in full within one month of ordering or expiration of the last valid maintenance period. Failure to comply results in the loss of entitlement to the maintenance package for the software in question. For existing maintenance packages, the contract renews automatically for the duration specified, unless the licensee provides written notice of termination at least one month before the end of the maintenance period.
2. The maintenance package includes new editions (major releases), service packs (minor releases), and general bug fixes and updates (hotfixes). These are delivered or made available in the same or different form as the licensed material and documentation to the authorized party as defined in § 5.
3. The maintenance package does not include:
  - a) Additional licensed material identified by IT IS AG as separate products and sold separately (e.g., marked as separate items on the price list).
  - b) Services necessary for using the licensed material, including but not limited to uninstallation, installation procedures, and software setup, rollouts, and adjustments to changes in the licensed material that are or have been specifically tailored to the customer, updates for dependent products (software/hardware), as well as training and instruction on the contents and functions of the licensed material or dependent products.
  - c) Additional warranties, hotline services, on-call services, or any other services.

## **§ 14 Written Form, Partial Invalidity, Jurisdiction**

1. No ancillary agreements to this contract have been made. Amendments or supplements must be in writing to be legally effective. The same applies to any waiver of the requirement for written form.
2. If one or more provisions of this contract are or become invalid, the validity of the remaining provisions shall remain unaffected. In such a case, the contracting parties shall replace the



invalid provision with a legally effective regulation that comes as close as possible to the economic intent of the invalid provision.

3. In the event of any gaps in this contract, the contracting parties shall agree on a supplementary provision that best serves the economic interests of both parties.
4. The place of jurisdiction for any disputes arising from or in connection with this contract shall be the registered office of the licensor or Munich, Germany. However, each party also retains the right to bring claims against the other at their general place of jurisdiction.
5. German law shall apply to the contractual relationship between the parties, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Company: ITIS AG

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature ITIS AG

\_\_\_\_\_  
Signature Licensee