INTRAFIND SOFTWARE AG - End User License Agreement

Preamble

The following terms apply to the contractual relationship between INTRAFIND SOFTWARE AG, Landsberger Str. 368, 80687 Munich, Germany (hereinafter: INTRAFIND) and the acquirer of the software (hereinafter: Buyer), for the initial license under clause 1 (1) for the INTRAFIND software, irrespective of whether the Buyer is a natural or legal person.

These terms come into force as soon as the Buyer receives the initial software license key from INTRAFIND or another third party authorized to transfer the license key. By downloading, installing, or using the software, the Buyer acknowledges the validity of the following provisions as binding.

The software is protected by German copyright law (§§ 69a ff. UrhG). The copyright with regard to the purchased software is subject to this contract.

Any conflicting, deviating, or supplementary provisions proposed by the Buyer shall not become part of the contract, unless INTRAFIND expressly agrees to their validity in writing.

1   Object

1.1 This contract covers the rights of use of the INTRAFIND iFinder and the maintenance services that INTRAFIND provides for the INTRAFIND iFinder hereinafter "software") purchased by the Buyer. An overview of the current software that INTRAFIND offers can be found at https://intrafind.com/de/ifinder/features 1.2 Other services such as installation, instruction, training, customization of the software or any other service are not part of this contract. If INTRAFIND offers such services, they are to be agreed upon separately in writing.

1.3 According to the purchase or subscription license, use is only permitted for the respective iFinder product. The connection or integration of other content from external data sources requires an additional license to be purchased by the manufacturer.

2   Right of Use, Multiple Use and Use on Networks

2.1 The Buyer may use the software on any hardware available to them. If the Buyer changes their hardware, they must delete the software from where it was installed on their old hardware.

2.2 It is prohibited to provide the software to more users than contractually agreed. If the number of users exceeds the contractually agreed upon number of users, a higher user-number package must be purchased. The Buyer agree to pay the difference between the initial purchased number of users and the price of the higher user-number package, valid at the time of the initial purchase.

2.3 Simultaneous installation, storage, or use on more than one piece of hardware is not permitted.

3 Permitted Duplication and Access Restrictions

3.1 The Buyer may duplicate the software, only where the respective duplication is necessary to allow the contractually agreed upon use of the software. Necessary duplication includes in particular the development and testing of systems within the same IP ranges (network); For this purpose any number of developer keys (developer licenses) may be generated, insofar as the respective booked number of users is not more than the number of users purchased. Necessary duplicates include the installation of the software after downloading to a storage medium, as well as loading it thereafter into main memory.

3.2 The Buyer agrees to take suitable precautions to prevent any unauthorized third-party access to the software. The Buyer's license key is to be kept in a place secured against any unauthorized access by third parties. The Buyer's employees are required to comply with the present terms of this contract as well as with copyright law (duty of care).

4 Recompilation and Program Modifications

4.1 The recompilation of the software code into other code formats, as well as any other form of reverse engineering of the different production stages of the software, to include any program modification, is permitted for private use only, in particular, to rectify errors. Private use within the meaning of this regulation, limits the use of the software for professional or commercial purposes to the Buyer or their employees, and is not intended to be exploited commercially in any way.

4.2 The removal of copy protection or similarly protective measures is only permitted in instances where this protection mechanism has affected or prevented the undisturbed usage of the software, in particular where use by the purchased number of users is impaired or hindered. The burden of proof regarding any impairment or hindrance to the undisturbed usage of the software caused by any protective measures lies with the Buyer.

4.3 Copyright notices and other features used for software identification may not be removed or changed.

5 Resale or Renting

5.1 The Buyer may permanently sell the software and the other accompanying material to third parties, provided that the acquiring third party agrees to the present terms of the contract.

5.2 As a consequence of the transfer, the right of the previous Buyer to use the software expires.

5.3 The previous Buyer is obliged to provide INTRAFIND with the name and the full address of the new buyer in writing.

5.4 The Buyer may not rent, lease, sublicense or assign the software, any duplicates and other objects and resources provided under the contract to third parties.

5.5 The Buyer may not pass on the software or license key to third parties if there is a reasonable suspicion that the third party will violate the terms of the contract, in particular, unauthorized copying and manipulative changes to the software. This also applies to the Buyer's employees.

6   Ownership

The ownership of marketing materials, any software or electronic media, methodologies, strategies, research and designs shall remain with INTRAFIND. INTRAFIND reserves the right to use in any way it wishes any programming tools, skills, content, methodologies, strategies and techniques acquired or used in performing its duties under this Agreement. The ownership of any data content created using the software shall remain with the author of that content.

7   Maintenance Services for the Initial License Period

7.1 INTRAFIND offers the following services to the Buyer free-of-charge for the software after the acquisition of the initial license as part of the software maintenance contract:

7.1.1 The Buyer will be offered new software updates (updates) of the software that are released during the initial license period of 12 months;

7.1.2 The Buyer shall be provided with technical support for troubleshooting and error resolution (hereinafter referred to as "Support" or "Support Services") for the software during the support hours referred to in clause 11 (3) via the support channels listed in clause 9;

7.2 After the initial license for the software has been acquired, the Buyer has a right to claim software maintenance services from INTRAFIND for a period of 12 months for that software. During this maintenance period, the support channels listed in clause 9 shall be used.

7.3 After the expiry of the 12 months maintenance period referred to in paragraph 2, software maintenance may be extended in accordance with clause 8.

8 Software Maintenance Renewal

8.1 The Buyer may renew the provision of support services for one or more of the INTRAFIND products they have purchased at any time by a further 12 months by purchasing a software maintenance renewal. The purchased software maintenance renewal is subject to the provisions of this contract in the same way as the initial maintenance period.

8.2 Irrespective of the date of the software maintenance renewal, the duration of the new software maintenance period is 12 months and begins with the first day after the end of the last maintenance period and ends with the last day of the 12-month renewal.

9 Support Channels

INTRAFIND offers solely the following support channel:

support@intrafind.com

10 Included Services

10.1 The following support services are exclusively offered by INTRAFIND:

10.1.1 Investigation of problems with the software, possibly using remote access (troubleshooting),

10.1.2 Analysis of errors and investigation of the underlying causes of the reported problems (root cause analysis),

10.1.3 Support for interoperability problems with other software from the Microsoft Azure Marketplace.

The above-mentioned services are final. Furthermore, INTRAFIND is not obliged to provide further services, in particular INTRAFIND is not obliged to provide installation, customization, programming, consulting, and training services. If INTRAFIND offers such services, they are to be paid for and agreed separately in writing.

10.2 INTRAFIND takes responsibility for resolving documented, reproducible errors in the software (support services) using competent personnel and according to accepted industrial standards. INTRAFIND is not responsible for the success of the resolution of errors and assumes no guarantee in this respect. For the purposes of this contract, an 'error' is any disturbance reported by the Buyer that consequently causes the quality and functionality of the software and user documentation to deviate, and

10.2.1 significantly impacts the usability of the software, or

10.2.2 causes corruption of data or loss of data processed or generated by the software.

If a disturbance cannot be reproduced, it is not considered an error. In this case, the parties shall endeavor to reach agreement on the action to be taken.

10.3 INTRAFIND is exempted from the obligation to perform support services for the Buyer without affecting the payment obligation for the agreed purchase price, particularly

10.3.1 in the event of errors resulting from unauthorized modifications or alterations to the software;

10.3.2 if the installation of the current or previous software versions as well as the delivered error solutions were not carried out, unless the delivered versions or error solutions are faulty;

10.3.3 for software versions that were released more than 18 months before the error was reported.

10.3.4 in the event of errors due to unauthorized use of the software or incorrect operation, unless the software is used in accordance with the user documentation;

10.3.5 for software provided by the developer that is:

a) no longer developed or supported (end-of-life status);

b) intended to be used for test purposes and is therefore an unfinished version of the software (beta version);

c) created as a final test version (release candidate);

d) a development version (development release);

10.3.6 for any hardware defects;

10.3.7 when the software is used on hardware and operating system environments other than those specified in the user documentation;

10.3.8 in the event of disruptions caused by force majeure or similar circumstances;

10.3.9 alterations made to the software made by the Buyer in breach of the contract;

10.3.10 alterations to the software, performed by technicians outside of INTRAFIND without the prior written consent of INTRAFIND.

If INTRAFIND offers such services, they are to be agreed upon in writing and paid for separately.

10.4 The Buyer shall undertake adequate data backup measures to ensure that any data to be recovered is stored in a machine-readable format, and that it can be recovered with minimum effort.

11 Error Reporting, Obligation to Cooperate, and Support Hours

11.1 The Buyer must immediately report any errors that occur with a detailed description of the problem using the support channels listed in clause 9.

11.2 For the execution of the contractual services, cooperation must be complete and punctual. The obligation to cooperate includes the following items in particular:

11.2.1 All applicable laws and regulations must be observed. It is prohibited to transfer data or content to INTRAFIND servers that violate legal provisions or infringe third-party property rights or copyrights or other rights of third parties.

11.2.2 When reporting an error, all documentation, log files, and other information relevant to troubleshooting shall be made available without delay;

11.2.3 Only data free from computer viruses or other harmful code may be transmitted;

11.2.4 No software, technologies or procedures may be used in connection with the use of the contractual software that are capable of affecting its operation, security and availability.

11.3 In order to receive error reports, INTRAFIND can be reached during support hours on work days between 09:00 and 17:00 (CET/CEST). Work days include Monday to Friday, with the exception of all public holidays in the state of Bavaria, Germany, in addition to the following days: 24 December and 31 December.

11.4 Processing of support cases, taking into account the reaction and solution times specified in clauses 13, 14, shall be carried out during the support hours specified in paragraph 3.

12 Error Classification Levels

12.1 In the case of error reports, the processing of the support cases is carried out within the response and resolution times specified in clauses 13, 14. The response and resolution times depend on the classification level; The following error classification levels apply:

12.1.1 Priority 1: Critical error. The use of the software is impossible or significantly restricted. A significant limitation exists where the software no longer works and no functional workaround can be achieved.

12.1.2 Priority 2: Other disturbances. Any other problems with the software.

12.2 INTRAFIND shall strive to handle all support cases in a timely manner. Priority 1 errors are given priority over priority 2 errors, independent of the time at which they were registered in the support system.

13 Response Time

13.1 Response time is the period between the arrived report of an error at INTRAFIND business hours and the first action taken by INTRAFIND. The period starts with the receipt of the corresponding support request within the support hours specified in clause 11 (3) and runs exclusively during the agreed support hours. If a message appears outside the agreed support hours, the response time begins with the start of the next support period.

13.2 INTRAFIND shall strive for the following response times according to the error level:

13.2.1 Priority 1: Next Business day

13.2.2 Priority 2: 12 hours

13.2.3 Priority 3: 24 hours

13.3 The response times are INTRAFIND's declared aspiration. In particular with regard to the provision of clause 12(2), INTRAFIND does not guarantee the observance of the stated response times. Non-compliance with these response times does not constitute any right for the Buyer to reduce the price, claim for reimbursement, terminate or seek any other form of compensation.

14 Resolution Time

14.1 The resolution time is the maximum time before troubleshooting resolves the error or a workaround is implemented, after the start of work on a support case.

14.2 INTRAFIND shall strive for the following resolution times according to the error classification levels:

14.2.1 Priority 1: next business day

14.2.2 Priority 2: in between 5 business days

14.2.3 Priority 3. In between 15 business days

14.4 Clause 13 (3) shall apply accordingly.

15 Limitation of liability

INTRAFIND shall be liable for damages resulting from this contract, for whatever actual or legal reasons, only in accordance with the following regulations:

15.1 In the case of willful intent, gross negligence, claims under the German Product Liability Act, or in the case of a loss of life or personal injury, INTRAFIND shall be liable without restriction in accordance with statutory provisions.

15.2 Insofar as INTRAFIND culpably infringes an important obligation, the liability per calendar year shall be limited to the foreseeable damage at the time of conclusion of the contract up to a total amount for all damages per calendar year which corresponds to 50% of the purchase price paid by the Buyer in this calendar year, as far as the Buyer can prove the damage. Such a fundamental obligation will always exist, where the obligation is essential for the due and proper implementation of the contract, and on which the Buyer trusted and could reasonably rely. This limitation of liability also applies to data loss and data corruption.

15.3 Liability is excluded in the event of negligent violation of other non-essential contractual obligations.

16 Termination

INTRAFIND shall be entitled to terminate the obligation of providing the agreed on Maintenance Services (clauses 7 et. seq.) without notice in particular, if

16.1 access data for the use of the software was made accessible to third parties without the prior consent of INTRAFIND;

16.2 the Buyer breaches their obligations under this contract, and despite an appropriate grace period with a rejection warning, they do not put an end to the infringement or demonstrate that appropriate measures have been taken to suitably prevent the repetition of the breach of contract in the future.

17 Written Agreement

All agreements are contained within this contract.

18 Place of Jurisdiction

18.1 The exclusive jurisdiction for all disputes arising out of or in connection with this contract is the responsible court of the city of Munich, Germany, insofar as

18.1.1. the Buyer is a merchant, or

18.1.2. the Buyer has no general place of jurisdiction in Germany, or

18.1.3. the Buyer is a legal entity of public law.

18.2 INTRAFIND is entitled to also file a suit at any other legally appointed venue.

19 Governing Law

The law of the Federal Republic of Germany shall apply with the exclusion of UN Purchase Law (CISG) and of the referral regulations under German International Private Law.

20 Severability Clause

Should a provision of this contract be or become invalid, all other provisions shall remain unaffected. Such an invalid provision shall be replaced with a provision which is in line with the intention which the parties could reasonably attribute to the contract at the time of entering into said contract.