



# **End-User Licence Agreement for demo versions (EULA\_Demo)**

Version: **Version 1**

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# 1 Preamble

This End-User License Agreement for demo versions ("**EULA\_Demo**" or "**Agreement**") is a legal agreement between You ("**Customer**" or "**You**") and **BE-terna Enhancement GmbH, Bornaer Straße 19, 04288 Leipzig** ("**BE-terna**"; BE-terna and You together the "**Parties**", each a "**Party**").

The Agreement governs the installation, copying and use of test or demo versions of software (the "**Software demo**") of BE-terna. You agree to be bound by the terms of the Agreement. If You do not agree to the terms of the Agreement, You are not allowed to download, install, copy or use the Software demo.

The Software demo is only provided to entrepreneurs within the meaning of sec. 14 German Civil Code, which means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

Consumers may not use the Software demo.

## 2 USAGE RIGHTS AND RESTRICTIONS

### 2.1 Grant of Rights

2.1.1 BE-terna grants You a limited, non-exclusive, non-transferable, non-sublicensable right to use the Software demo, provided that You may only use the Software demo for test and evaluation purposes for Your internal business operations.

2.1.2 You may permit Your employees and members of the management to use the Software demo (the "**Authorized Users**"). Respective access credentials for the Software demo may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Software demo. You are responsible for breaches of the Agreement caused by Authorized Users. You may not grant any persons other than the Authorized Users access to the Software demo.

2.1.3 BE-terna reserves all rights to the Software demo not expressly granted to You in this EULA. The Software demo is protected by copyright and other intellectual property laws and treaties. BE-terna, its Affiliates within the meaning of sec. 15 et seqq. German Stock Corporation Act (the "**Affiliates**") or its suppliers own the title, copyright, and other intellectual property rights in the Software demo.

2.2 With respect to the Software demo, You will not:

- disassemble, decompile, reverse-engineer, copy, translate or make derivative works, provided that mandatory rights under Sec. 69d and 69e German Copyright Act remain unaffected;
- rent, lease, lend or provide the Software demo to third parties;
- transmit any content or data that is unlawful or infringes any intellectual property rights, or
- circumvent or endanger the Software demo's operation or security.

### 2.3 Third Party Software and Content

- 2.3.1 The Software demo may include links to software made available by third parties which is subject to terms and conditions with those third parties (the **“Third Party Software”**). The Third Party Software is not part of the Software and subject to the applicable terms and conditions of the respective third party provider or operator.
- 2.3.2 The Software may also integrate or contain links to third party content and data (the **“Third Party Content”**). The respective third party provider of the Third Party Content is responsible for the Third Party Content. BE-terna has no influence on the Third Party Content.
- 2.3.3 BE-terna does not assume any responsibility, guarantee or other liability for the Third Party Software and the Third Party Content and all liability in connection with the Third Party Software and Third Party Content is hereby disclaimed, except in cases of willful misconduct of BE-terna.

## 3 RESPONSIBILITIES OF BE-TERNA

- 3.1 BE-terna provides access to the Software demo.
- 3.2 The Software demo may be modified by BE-terna at any time.

## 4 DATA PROCESSED BY YOU

- 4.1 You are responsible for any data that is being entered into the Software demo and/or processed through the Software demo by You.
- 4.2 You agree not to use, import, or otherwise introduce any confidential or personal data as defined in the GDPR (General Data Protection Regulation) into the Software demo. BE-terna shall not be liable towards You or third parties for any breaches of this obligation by You.
- 4.3 You are aware that BE-terna has access to the Software demo. You grant to BE-terna a non-exclusive right to use and process such data solely to provide and support the Software demo. The license is sublicensable to Affiliates of BE-terna and to subcontractors of BE-terna which BE-terna engages in connection with the Software demo and associated services.
- 4.4 You shall maintain and adhere to all necessary security standards for Your use of the Software demo.
- 4.5 At the end of the trial period of 30 days, BE-terna will automatically delete all of Your data without possibility of recovery. You are solely responsible to secure any data you may need before the end of the trial period.

## 5 TERM AND TERMINATION

- 5.1 This agreement ends automatically after the trial period of 30 days.
- 5.2 The Agreement may be terminated by You or BE-terna at any time without a notice period.

## 6 WARRANTY (GEWÄHRLEISTUNG)

BE-terna does not make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement of results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of the Software demo will be secure, uninterrupted or error free. The Software demo is provided 'as is' and 'as available,' without any warranty of any kind. Warranty claims against BE-terna shall only exist in case of fraudulent misrepresentation (*arglistige Täuschung*) by BE-terna.

## 7 LIMITATION OF LIABILITY

- 7.1 BE-terna shall be liable to You in case of intent and gross negligence in accordance with the statutory provisions.
- 7.2 BE-terna's liability for damages resulting from injury to life, body or health and under the German Act on Product Liability (*Produkthaftungsgesetz*) or other mandatory liability under applicable law shall remain unaffected by the limitations and exclusions of liability of this Section.

## 8 CONFIDENTIALITY

You shall treat all confidential information, business secrets and trade secrets of BE-terna obtained within the scope of the contractual relationship as confidential and, in particular, not to disclose such information to third parties or to use it for purposes other than contractual purposes. Confidential information is information which a reasonable third party would consider worthy of protection or which is marked as confidential. The obligation to maintain confidentiality shall not apply to information that is already lawfully known to You, becomes known outside the contract without a breach of a confidentiality obligation, or must be released due to an obligation imposed by a state court or state authority.

## 9 REGULATORY MATTERS

The Software demo and/or Confidential Material of BE-terna may be subject to export control laws of various countries, including the laws of the United States, EU, and Germany. You will not submit the Software demo or any Confidential Material of BE-terna or parts thereof to any government agency for licensing consideration or other regulatory approval, and will not export, re-export or import any Software demo or Confidential Material of BE-terna or parts thereof to countries, persons or entities if prohibited by export laws.

## 10 MISCELLANEOUS

- 10.1 The Agreement is governed by and shall be construed in accordance with the laws of Germany, without regard to the United Nations Convention on Contracts for the International Sales of Goods (CISG).
- 10.2 In case You are a merchant, a legal person under public law or do not have a general venue in Germany, all disputes and claims arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts in Leipzig, Germany.
- 10.3 Should any individual provision of the Agreement be or become in whole or in part invalid or infeasible, or should there be an omission in the Agreement, this shall not affect the validity or feasibility of the remaining provisions, without any Party having to argue (*darlegen*) and prove (*beweisen*) the Parties' intent to uphold the Agreement even without the invalid or infeasible provision or the omission.

In place of the invalid or infeasible provision or in order to remedy the omission, the Parties undertake to agree on an appropriate, valid and feasible provision that comes closest to what the Parties intended or would have intended in accordance with the purpose of the Agreement had they considered the matter at the outset.