Disclaimer

The English version of the End User License Agreement (EULA) genua GmbH is exclusively a translation for further clarification. Only the German version of the End User License Agreement (EULA) genua GmbH is legally binding.

genua defines the supported operating environments and/or interfaces to third-party components for each product and version. This includes the product or component name and the corresponding versions. These definitions may change over time as the products or components evolve. genua specifies the definitions in the release notes for every new product version. Support is provided only when the genua product is used in conjunction with the defined product or component versions.

End User License Agreement (EULA)
genua GmbH

Preamble

This End User License Agreement (hereinafter "EULA") applies between genua (Licensor) and the customer (Licensee) with regard to the use of software, including its use in combination with hardware products, as well as for software updates and upgrades provided by genua. By downloading, installing, and using the software, the customer agrees to the terms of this EULA; otherwise, the licensed software may not be used. The EULA takes effect together with the main contract.

1. Definitions

(1) Documentation includes the current technical and functional documentation regarding the relevant genua product provided to the customer, including technical and functional specifications, which may be updated or renewed if necessary.

(2) Third-party software means computer programs that are created or marketed by a third party, not by genua.

(3) Customer or Licensee refers to the contractual partner of genua and includes only companies, legal persons under public law or special funds under public law pursuant to section 310 (1) of the German Civil Code (BGB).

(4) genua or Licensor means genua GmbH, Domagkstr. 7, 85551 Kirchheim bei München, Germany.

(5) Hardware includes all physical items within the meaning of section 90 of the German Civil Code (BGB) that have been developed or manufactured by or for genua.

(6) Hardware Appliance refers to genua hardware, genua software and the operating system. This differs from the Virtual Appliance, which refers to third-party hardware, genua software and the operating system.

(7) Main Contract means the legally signed offer, including annexes and general terms and conditions (GTCs).

(8) Software refers to computer programs according to section 69a of the German Copyright Act (UrhG) that have been developed by or for genua, as well as the associated documentation.

2. License Grant

(1) Perpetual License: Upon payment of the license fees specified in the product order and subject to compliance with the terms of this EULA, genua shall grant the

Customer a non-exclusive, non-sublicensable right to use the software, including the documentation, in any location, for an unlimited period, and within the contractually agreed scope for all known types of use. The licensed software is also subject to the additional provisions of the SLA. The Customer may also use the software components of the purchased hardware appliance on another hardware unit of the corresponding appliance from genua, other than the delivered item. However, the use of this software on third-party hardware units or systems is not permitted. Any software purchased with a genua hardware appliance is only allowed/licensed for operation on one hardware appliance.

(2) Term License: Upon payment of the license fees specified in the offer and subject to compliance with the terms of this EULA, genua shall grant the Customer a non-exclusive, non-sublicensable right to use the software, including the documentation, for all known types of use, in any location, during the contractual period, within the contractually agreed scope, and in compliance with applicable export control laws. The right to use the software is granted at the time of full payment for the provision of the software.

(3) The granting of usage rights applies only to the object code, not the source code.

(4) No further rights are granted, particularly with respect to reproductions, modifications, publications, or distributions of the works. This does not apply (i) to the creation of a reasonable number of backup copies for archival purposes or (ii) in the case of explicit approval from genua at least in text form or (iii) to the creation of reasonable number of copies of the documentation that genua has provided electronically to the Customer. Furthermore, the Customer is authorized to make modifications to the software to the extent permitted by law. This particularly applies with regard to error correction. Before the Customer corrects an error themselves or has it remedied by third

parties, they shall first give genua the opportunity to correct the error within a reasonable period of time.

(5) The Customer may use the license only within the scope of their own business activities by authorized personnel, unless the parties have agreed otherwise. Any further use of the license is not permitted for the Customer.

(6) Copyright notices, serial numbers, barcodes, logos or other markings or notices of intellectual property on the software or documentation that serve to identify the software may not be altered. genua is entitled to take measures and initiate legal action if the software is not used in accordance with the Contract.

(7) The Customer is only entitled to decompile the software if the legal requirements pursuant to section 69e of the German Copyright Act (UrhG) are met, and genua, upon request made at least in text form, does not provide the necessary information within a reasonable period to achieve the interoperability of the software with other computer programs. In all other cases, the reverse translation of the provided genua program code into other code forms (decompilation), as well as any other types of reverse engineering of the various stages of software development, are prohibited.

(8) If genua delivers software created or licensed by a third party, the terms of use or licensing conditions provided by the third party for use by the end user are considered agreed upon between genua and the Customer, given that genua provides or makes those terms available to the Customer at the time of contract conclusion, or if the Customer already has access to them. This also applies to products that contain components licensed under open-source license terms. If no provisions have been made by the third-party manufacturer with regard to the subject matter, the present terms shall apply. The third-party license conditions take precedence over this

2

Agreement if they impose greater restrictions than this Agreement.

(9) The Customer shall not use the software in any manner that is not explicitly permitted by this Agreement.

3. Software Ownership

(1) All ownership rights, including those to any complete or partial copies of the software, remain with genua and, where applicable, with genua's third-party providers (third-party software). This includes all ownership and industrial property rights to the software, particularly all copyrights, patents and trademarks, technologies, ideas, and know-how, as well as all associated confidential and proprietary information. The foregoing also applies to the extent that the deliverable was created based on specifications or with the participation of the Customer. This Agreement does not transfer any software ownership rights to the Customer, except for the license as contractually agreed.

(2) The Customer shall not make or publish any public statements about the software unless genua has granted its written consent.

(3) If the Customer submits suggestions to genua for new features, functions, or other technical improvements that genua incorporates into its products, the Customer grants genua an exclusive, unlimited right to use in terms of time, location, and content for all known and unknown type of use.

4. Term and Termination

A term license ends upon the expiration of the period for which it was granted according to the contractual agreements. The right to extraordinary termination in the event of a material breach of contract remains unaffected. genua shall grant the Customer a one-time deadline to remedy the breach of contract. If the breach is not remedied within a reasona-

ble period, or in exceptional circumstances without prior notice, genua is entitled to terminate the Contract with immediate effect. After the termination, the Customer shall cease using the software immediately and either return it to genua or delete it. Upon request by genua, the Customer shall confirm in writing that the software has been irreversibly deleted. This does not apply to backup copies for archival purposes.

5. Miscellaneous

genua is entitled, in relation to license audits and software development, to request statistical data from the Customer, including configured systems, the number of users, and the number of appliances and devices. The Customer shall provide this information to genua within 14 days, at least in text form. Alternatively, the Customer shall grant genua access to the configuration during a scheduled appointment.

6. Final Provisions

(1) The parties agree that all legal relations arising from this contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding all substantive or procedural legal provisions that refer to the legal system of other states.

(2) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(3) If the Customer is a merchant as defined in the German Commercial Code (HGB), a legal person under public law or a special fund under public law, Munich (Regional Court of Munich I) shall be agreed as the place of jurisdiction for all disputes arising from the execution of this contractual relationship.

(4) Should one or more provisions of this Agreement be or become invalid or unenforceable, the remaining provisions shall remain valid. The parties agree to

replace the invalid or unenforceable pro-
vision with a valid provision that best re-
flects the parties' interests.