

## End User License Agreement of genua GmbH (EULA)

### Disclaimer

The English version of the End User License Agreement of genua GmbH (EULA) is provided for convenience and clarification only. Only the German version is legally binding.

### Preamble

This End User License Agreement (hereinafter “EULA” or “Agreement”) 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 to software updates and upgrades provided by genua. By downloading, installing, or using the software, the customer agrees to the terms of this EULA; otherwise, the licensed software may not be used. This EULA takes effect together with the main contract.

### 1. Definitions

Documentation refers to the current technical and functional documentation relating to the relevant genua product provided to the customer, including technical and functional specifications, which may be updated or revised as necessary.

Third-party Software refers to computer programs that are developed or marketed by a third party, and not by genua.

Customer or Licensee means the contracting party of genua and includes only businesses, legal entities under public law, or special funds under public law.

genua or Licensor refers to genua GmbH, Domagkstr. 7, 85551 Kirchheim near Munich, Germany.

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

Hardware Appliance consists of genua hardware, genua software, and the operating system. It is to be distinguished from the Virtual Appliance, which includes third-

party hardware, genua software, and the operating system.

Contract refers to the legally binding, signed agreement, including its annexes and the General Terms and Conditions (GTC).

Software refers to computer programs as defined in Section 69a of the German Copyright Act (UrhG), developed by or for genua, including the associated Documentation.

### 2. Grant of License

(1) Perpetual License: Upon payment of the license fees specified in the product order and subject to the terms of this EULA, genua grants the Customer a non-exclusive, non-sublicensable, perpetual, and geographically unrestricted right to use the Software, including the Documentation, within the contractually agreed scope, for all known types of use and in accordance with applicable export control laws. The Customer may use the software components obtained through the purchase of a hardware appliance on another hardware unit of the corresponding appliance from genua, other than the delivered unit. However, the use of this software on third-party hardware or systems is not permitted. Each software component provided with the purchase of a genua hardware appliance is permitted/licensed solely for operation on a single hardware appliance.

(2) Term License: Upon payment of the license fees specified in the offer and subject to the terms of this EULA, genua grants the Customer a non-exclusive, non-sublicensable right to use the Software, including the Documentation,

within the contractually agreed scope, for all known types of use, in accordance with applicable export control laws. This right is limited to the duration of the Contract and is granted without territorial restrictions.

- (3) The Software is also subject to the additional provisions of the Service Description - Service Level Agreement of genua GmbH (SLA) and are available at [www.genua.eu/gcc](http://www.genua.eu/gcc).
- (4) Rights to the Software are granted upon full payment for its provision.
- (5) The grant of usage rights applies solely to the object code, not to the source code.
- (6) No further rights are granted, particularly with respect to the reproduction, modification, publication, or distribution of the works. Exceptions apply in the following cases: (i) the creation of a reasonable number of backup copies for archival purposes; (ii) the express consent of genua, at least in text form; or (iii) the creation of a reasonable number of copies of the Documentation provided to the Customer by genua in electronic form. Furthermore, the Customer is entitled to modify the Software to the extent permitted by law. This applies in particular to the correction of errors. Before the Customer remedies an error itself or engages a third party to do so, it shall first give genua the opportunity to correct the error within a reasonable period of time.
- (7) The Customer may use the license only within the scope of its own business operations by authorized users, unless otherwise agreed by the parties. Any further use of the license by the Customer is not permitted.
- (8) Copyright notices, serial numbers, barcodes, logos, and other identifiers or intellectual property notices on the Software or Documentation that serve to identify the Software may not be altered. genua reserves the right to take measures and pursue legal remedies if

the Software is used in a manner that is not in accordance with the Contract.

- (9) The Customer is permitted to decompile the Software only if the legal requirements pursuant to Section 69e of the German Copyright Act (UrhG) are met and genua, following a request made at least in text form, fails to provide the necessary information within a reasonable period to enable interoperability of the Software with other computer programs. In all other cases, the translation of the provided genua program code into other code forms (decompilation), as well as any other type of reverse engineering of the various stages of software development, is prohibited.
- (10) If genua delivers software that is developed or licensed by a third party, the third party's terms of use or license conditions applicable to end-user use shall be deemed agreed between genua and the Customer, provided that genua supplies or makes such terms available to the Customer at the time the Contract is concluded, or the Customer already has access to them. This also applies to products that contain components licensed under open-source license terms. If the third-party provider has not stipulated any terms regarding the subject matter, the provisions of this Agreement shall apply. Where third-party license terms impose stricter conditions than this Agreement, the third-party terms shall prevail.
- (11) The Customer shall not use the Software in any manner not expressly permitted by this Agreement.

### 3. Software Ownership

- (1) All ownership rights in and to the Software, including any complete or partial copies thereof, shall remain with genua and, where applicable, with genua's third-party providers (Third-Party Software). This includes all ownership and industrial property rights in the Software, in particular all copyrights, patents, and trademarks, as well as technologies,

ideas, and know-how, together with all associated confidential and proprietary information. The foregoing shall also apply to the extent that the deliverable was developed based on specifications provided by the Customer or with the Customer's involvement. This Agreement does not transfer any ownership rights in the Software to the Customer, except for the license granted under the terms of the Contract.

- (2) The Customer may not make or publish any public statement about the software unless genua has given its prior written consent.
- (3) If the Customer proposes new features, functions, or other technical improvements to genua that genua incorporates into its products, the Customer grants genua an exclusive, worldwide, perpetual, and unlimited right of use for all known and unknown types of use.

#### **4. Term and Termination**

A term license shall terminate upon the expiration of the period for which it was granted under the contractual agreement. The right to extraordinary termination in the event of a material breach of contract remains unaffected. genua shall grant the Customer a one-time grace period to cure the breach. If the breach is not remedied within a reasonable period, or, in exceptional circumstances, without prior notice, genua is entitled to terminate the Contract with immediate effect. Upon termination, the Customer shall immediately cease use of the Software and either return it to genua or delete it. Upon genua's request, the Customer shall confirm in writing that the Software has been irreversibly deleted. Backup copies made for archival purposes are excluded from this obligation.

#### **5. Miscellaneous**

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

#### **6. Final Provisions**

- (1) The parties agree that all legal relationships arising from this contractual relationship shall be governed by the laws of the Federal Republic of Germany, to the exclusion of all substantive or procedural legal norms that refer to the legal system of other states.
- (2) The application of the United Nations 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 entity under public law or a special fund under public law, Munich (Regional Court of Munich I) shall be the place of jurisdiction for all disputes arising in connection with the performance of this contractual relationship.
- (4) Should one or more provisions of this Agreement be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties undertake to replace the invalid or unenforceable provision with a valid one that most closely reflects the parties' interests.