General license and business conditions (GLTC) of DÜRR NDT GmbH & Co. KG
for the licensing and use of software products

I. General Terms and Conditions (GTC)

1. Subject matter of the contract

1.1 The subject of these General Terms and Conditions of License and Business (Section I. = GTC; Section II. = GLC, Sections III. ff. = BLB, hereinafter also referred to as „GLTC" or „Terms and Conditions") is the use of the software products of DÜRR NDT GmbH & Co. KG (hereinafter also referred to as the „Provider"), including the program components and - if agreed in individual cases - additional modules (hereinafter also referred to in their entirety as „Software" or „Software Products") and the services offered/commissioned with the Software by the customer (hereinafter also referred to as the „User").

1.2 All deliveries, services and offers of the provider are made on the basis of these terms and conditions. The current version of the provider's terms and conditions at the time the contract is concluded shall apply.

1.3 These GLTC apply exclusively; any counter-confirmations or general terms and conditions of the customer are expressly rejected. This shall also apply if the offer is submitted or accepted by the customer with reference to the overriding validity of the customer's own GTC or if the provider carries out the delivery/service without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these GTC.

1.4 Deviating regulations of the user are hereby expressly contradicted; other conditions shall not become part of the contract, even if the provider does not expressly contradict them.

1.5 If there is a specific offer from the Provider to the Customer, this offer shall form an integral part of these GLTC and shall take precedence over these GLTC in the event of contradictions.

1.6 The provider does not conclude contracts with consumers (§ 13 BGB). The contractual partners of the contracts and business relationships on which these GTC are based are exclusively traders or entrepreneurs (Section 14 BGB). By concluding a contract with the provider, the customer assures that he is acting as an entrepreneur within the meaning of § 14 BGB, i.e. in the exercise of his commercial or independent professional activity.

1.7 These terms and conditions shall also apply to all future business relationships between the customer and the provider, even if they are not expressly agreed again.

2. Content of the contract, conclusion of the contract

2.1 Depending on the specific order or agreement in the individual case, the subject matter of the contract is either the purchase (permanent provision of software for a fixed purchase price), rental (temporary use subject to a charge) or loan (temporary use free of charge) of software. Other services, e.g. installation of the software, instruction, training, etc., must always be performed by the customer himself, unless this service is expressly the subject of the agreement and thus part of the provider's service.

2.2 All offers of the provider are subject to change and non-binding, unless a binding assurance is expressly given in writing. They merely represent an invitation to the customer to submit an offer. An order is only binding if the provider confirms it or fulfills it by enabling the use of the software or providing the service.

2.3 Insofar as employees of the provider give guarantees, these are only effective if they are confirmed in writing by the provider's management.

3. General obligations of the customer to cooperate

3.1 The customer shall support the provider in the fulfillment of the service obligations within the scope of what is reasonable. In particular, the customer shall provide all information that is necessary for the provision of the contractual service and that the provider requires from the customer. The customer shall cooperate at his own expense, unless otherwise agreed. These obligations to cooperate are the main performance obligations of the customer.

3.2 Unless expressly agreed otherwise, for example by agreeing binding performance dates, agreed services must be actively requested or requested from the provider by the customer, such as the commissioning of the software (initial instruction). This does not apply to the provision of main performance obligations, such as enabling the use of software, which the provider performs without being requested to do so.

4. Distribution channels, reseller Paddle Payments Ltd, remuneration, digital invoicing

4.1 Licenses for the Provider's software products are generally offered via certain sales partners of the Provider or via the Provider itself. Payment is then processed via the relevant sales partner or the provider itself.

4.2 It is also possible to license the provider's software via the reseller Paddle Payments Ltd. In this case, invoicing and payment processing is carried out by Paddle Payments Ltd, Limerick House, Limerick Lane, Newbridge, Kildare, Ireland. Irrespective of this, the licensing of the software is carried out by the provider as licensor and these conditions also apply without restriction in these cases.

4.3 The user shall owe the remuneration specified in connection with the offer. Any activity or service of the Provider that goes beyond the agreed scope of services shall be remunerated separately by the Customer.

4.4 If the parties have not reached an agreement on the remuneration for a service that the customer could only expect to be provided for a fee under the circumstances, the customer must pay the usual remuneration for this service. In case of doubt, the remuneration rates usually charged by the provider for this service in the current price list or usually charged shall be deemed customary.

4.5 Invoices are sent exclusively in digital form by e-mail.

5 Payment, due date

5.1 All prices quoted are net prices plus statutory VAT.

5.2 For certain software products, the following deviating options are available:

5.2.1 Certain software products (e.g. the software products Vet-Exam Pro and VisionX Vet) can be licensed free of charge in the Basic version in combination with the purchase of a corresponding device. However, these software products can also be purchased at list price without such a device.

5.2.2 Certain software products (e.g. the Vet-Exam Pro Viewer software) can be used free of charge on the Internet.

5.3 Unless otherwise agreed, all amounts are due for payment immediately upon receipt of the invoice and must be paid in full without deduction.

5.4 If the customer is in default of payment, the provider shall be entitled to demand default interest and other damages for default in the statutory amount in accordance with Section 288 BGB as minimum

damages. The Provider's right to claim further damages or higher interest on other legal grounds shall remain unaffected by this.

5.5 Any loss of the subject matter of the contract for which the provider is not responsible after the transfer of risk to the customer shall not affect the customer's payment obligation.

6. Data backup

6.1 The customer shall be obliged, on his own responsibility, to protect himself appropriately against data loss by means of data backup, i.e. on a regular basis in accordance with the risk, but at least daily, in order to ensure the reconstruction of the data in the event of loss.

6.2 Since the new installation of software, but also the modification of the software or interventions in the software entails the risk of data loss, the customer is obliged to take precautions against data loss by means of comprehensive data backup before reinstalling or modifying the installed software or before the provider carries out defect rectification work, unless the provider himself has expressly promised to carry out the data backup.

7. Liability

7.1 Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health, as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider or its legal representatives or vicarious agents. Furthermore, liability for the breach of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely remains unaffected. In the event of a slightly negligent breach of these contractual obligations, the provider shall only be liable for the foreseeable damage typical of the contract, unless the customer's claims for damages are based on injury to life, limb or health.

7.2 The provision in clause 7.1. also applies in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

7.3 The liability of the provider under the Product Liability Act, the Data Protection Act and other mandatory statutory provisions as well as within the scope of guarantees assumed in writing remains unaffected.

7.4 The above provisions shall also apply in favor of employees, representatives and bodies of the Provider.

7.5 Claims for damages against the provider are excluded if the damage would not have occurred in the customer's area of responsibility if the data had been properly backed up. In the case of the delivery of software, this applies in any case if the provider has properly instructed the customer in data backup, e.g. by providing appropriate instructions in the application documentation or help function. Otherwise, except in cases of intent and gross negligence, liability for data loss shall be limited to the typical recovery costs that would have been incurred if backup copies had been made regularly and in accordance with the risk situation.

7.6 The Customer undertakes to regularly check its data for malware (e.g. viruses). The Provider shall not be liable for damage or data loss caused by malware if the Customer has failed to check and this was the cause of the damage and only insofar as the Customer could have prevented the occurrence of damage by means of a daily program or data backup, insofar as he is obliged to do so in accordance with Section 6.

8. Reservation of title

8.1 In the case of a software purchase that involves a final transfer of ownership of the specific software copy to the customer, the provider reserves ownership of the software until it has been paid for in full.

9. Delivery, delivery dates, delivery difficulties, force majeure, partial deliveries

9.1 The provider delivers the software by making it available in the browser and/or by providing the customer with a specific download option.

9.2 Information on delivery or performance dates is non-binding. Binding delivery or performance dates must be expressly designated as binding.

9.3 If the provider is unable to deliver the ordered goods or provide the service through no fault of its own because a covering transaction has been concluded with a supplier to supply the customer and the supplier then fails to fulfill its contractual obligations, the provider shall be entitled to withdraw from the contract with the customer. In this case, the supplier shall inform the customer immediately of the inability to deliver. If the purchase price has already been paid, it will be refunded immediately.

9.4 As long as the Provider (a) waits for the Customer's cooperation or information or (b) is hindered in its services by strikes or lockouts in third-party companies or in the Provider's company (in the latter case, however, only if the industrial action is lawful), official intervention, legal prohibitions or other circumstances for which it is not responsible, such as war, natural disasters, pandemics, etc. („force majeure"), delivery and performance periods shall be deemed extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance („downtime").If the Provider is hindered in its performance („force majeure"), delivery and performance deadlines shall be deemed extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance („downtime") and there shall be no breach of duty for the duration of the downtime. The Provider shall inform the Customer of such hindrances and their expected duration without delay. If the force majeure lasts continuously for more than 3 months, both parties shall be released from their performance obligations.

9.5 If payments have already been made by the customer with regard to the delivery / service in the case of clauses 9.3 and 9.4, these shall be refunded. However, for services or deliveries already rendered at the time of the occurrence of force majeure, the part of the agreed remuneration attributable to these services or deliveries may be demanded. Otherwise, neither party shall have any claims in such cases.

9.6 Partial deliveries or partial services are permissible unless the customer is clearly not interested in them or they are clearly unreasonable for him. Partial deliveries are to be accepted by the customer in these cases.

10. Duty of inspection and notification of defects for entrepreneurs

10.1 With regard to all deliveries and services of the supplier in the performance of this contract, the customer shall be obliged to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code). Accordingly, the customer must inspect the goods immediately to ensure that they are free of defects and complete and must report any defects discovered immediately in writing.

10.2 If the customer fails to inspect the goods or report defects in good time, the delivered goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. Hidden defects discovered later must be reported within 14 days of discovery; otherwise the goods shall also be deemed to have been approved with regard to these defects.

10.3 The notification of defects must be made in writing and describe the defect in detail.

11 Confidentiality and data protection

11.1 The contracting parties undertake to treat all knowledge of confidential information and/or business secrets („trade secrets") of the other contracting party obtained in the course of the initiation and execution of the contract as confidential for an unlimited period of time and to use them only for the purposes of the execution of this contract. The provider's trade secrets include, in particular, the contractual objects (e.g. software) and the services provided under this contract.

11.2 The customer shall only make contractual objects accessible to employees and other third parties insofar as this is necessary and permissible for the exercise of the rights of use granted to him. He shall instruct all persons to whom he grants access to contractual items about the Provider's rights to the contractual items and the obligation to maintain confidentiality and shall obligate these persons in writing to maintain confidentiality and to use the information only to the extent specified in Clause 11.1, unless the persons concerned are obliged to maintain confidentiality for other legal reasons at least to the extent specified above.

11.3. The above obligations shall not apply to trade secrets which (a) were already in the public domain or known to the other contracting party at the time of their disclosure by the contracting party; (b) became public knowledge after their disclosure by the contracting party through no fault of the other contracting party; (c) were made accessible to the other contracting party by a third party after their disclosure by the contracting party in a non-unlawful manner and without restriction with regard to confidentiality or utilization; (d) which have been developed independently by a contracting party without using the trade secrets of the contracting party; (e) which must be published in accordance with the law, an official order or a court decision - provided that the publishing party informs the contracting party of this without delay and supports it in the defense against such orders or decisions; or (f) insofar as the contracting party has been informed of this without delay. decisions; or (f) insofar as the contracting party is permitted to use or disclose the trade secrets on the basis of mandatory statutory provisions or on the basis of this agreement.

11.4 The Provider shall comply with the rules of data protection, in particular if it is granted access to the Customer's business or hardware and software. It shall ensure that its vicarious agents also comply with these provisions, in particular by obliging them to maintain data secrecy before commencing their activities. The provider does not intend to process or use personal data on behalf of the customer. Rather, a transfer of personal data only takes place in exceptional cases as a secondary consequence of the contractual services of the provider. Personal data shall be treated by the provider in accordance with the provisions of data protection law.

11.5 Insofar as the customer collects, processes or uses personal data in the course of using the software, the customer shall ensure that it does so in a lawful manner and - if applicable - complies with the applicable data protection regulations. The responsibility for this lies exclusively with the customer.

12. Offsetting and right of retention

12.1 The customer shall only be entitled to set-off if his counterclaims are undisputed by the provider or have been legally established.

12.2 The customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

12.3 The Customer is not entitled to assign or transfer its rights and obligations under the contract without the prior consent of the Provider.

13. Contract language, language versions

13.1 The contract language and language for declarations in the context of the execution of this contract is German. If these GLTC and other contractual texts are also offered in other languages, e.g. in English, this is done exclusively for the purpose of understanding.

13.2 Translations of these GLTC and associated texts shall have no legally binding effect. The German language version shall always remain the only legally binding version.

14 Place of performance, place of jurisdiction, applicable law

14.1 The place of performance for all mutual services arising from the contract shall be the registered office of the provider. The place of jurisdiction for all claims, including actions arising from the bill of exchange, check and document process, is also the registered office of the provider. If the provider brings an action, it is also entitled to choose the place of jurisdiction at the registered office of the user/ customer. The right of both parties to seek interim legal protection before the competent courts in accordance with the statutory provisions remains unaffected.

14.2 German law shall apply, to the exclusion of international provisions such as the UN Convention on Contracts for the International Sale of Goods (CISG). If this law refers to foreign legal systems (backward and forward references), these references shall be ineffective.

15. Changes to the terms and conditions

15.1 The Provider reserves the right to amend these GLTC. Within the framework of a continuing obligation, the Customer shall be expressly informed of the amendments and referred to the - highlighted - amended passages. If the customer does not indicate within four (4) weeks of being informed of the new version that he does not accept the new version, this shall be deemed tacit consent and the contractual relationship shall continue to apply from this point in time, taking into account the new version. Otherwise, the contractual relationship shall continue under the validity of the unchanged version of the GTC. The provider undertakes to specifically draw the customer's attention to the significance of their behavior when informing them of the desired changes.

16. Severability clause

16.1 Should one of the provisions of these GTC be or become invalid or should there be a loophole, this shall not affect the validity of the remaining provisions.

16.2 If loopholes arise in the practical application of the parties' contract which the parties did not foresee or if the invalidity of a provision is determined to be legally binding or by both parties in agreement, they shall endeavor to fill or replace the loophole or the invalid provision in a factual, appropriate manner based on the economic purpose of the contract.

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II.   General License Conditions (GLC)

The following general license conditions always apply in the case of the licensing of software from DÜRR NDT (hereinafter also referred to as „Provider") by the customer (hereinafter also referred to as „User"). They supplement the General Terms and Conditions under Section I. with regard to special features of software licensing. In the event of deviations or contradictions, the General License Conditions shall take precedence over the General Terms and Conditions.

Please also note the special license conditions regulated in the following Roman numerals, which apply to certain license models or certain software products of the provider and may contain deviating regulations. In the event of deviations or contradictions, the special license conditions take precedence over the general license conditions.

1.   Subject matter of the contract

1.1   The subject of these general license terms is the licensing and use of one of the provider's software products (e.g. D-Tect X, instandt, Vet-Exam Pro, VisionX Vet) with all program components and - if agreed in individual cases - additional modules (hereinafter also referred to as „software" or „software product") and the services offered in the software by the customer. Insofar as special license conditions apply to certain software products (see sections III. ff.), these shall take precedence over the general license conditions.

1.2   The license conditions valid at the time the contract is concluded shall apply.

1.3   In addition to these license conditions, the provider's General Terms and Conditions of Business valid at the time of conclusion of the contract in accordance with Section I. of this document shall always apply. Insofar as these License Terms do not contain certain provisions or do not contain them in full, the provisions of the General Terms and Conditions shall apply. With regard to different license models or individual software products, the special license conditions („BLB") of the respective software product (cf. Sections III. ff.), which take precedence over these GLC, may also apply.

2.   Scope of use

2.1   Upon conclusion of the agreement on the transfer of the software, the provider grants the customer the non-exclusive, non-transferable right to use the software in machine-readable form (object code) as well as the accompanying material (program description, documentation in digital form) for the term of this agreement or in the case of software purchase without time limitation and in accordance with the following provisions.

2.2   No further acquisition of rights to the software is associated with the granting of the right of use. The provider reserves all other rights to the software, unless expressly agreed otherwise in writing.

2.3   The user is generally prohibited from reverse engineering, reassembling or otherwise editing or modifying the object code of the software. The user is only entitled to decompile the software within the limits of § 69 e UrhG and only if the provider has not provided the necessary data and/or information to establish interoperability with other hardware and software after a written request with a reasonable deadline.

2.4   With the exception of pure SaaS products or software products that can only be accessed via the Internet or a web browser:

2.4.1 Any duplication of the software and the accompanying material is prohibited. Excluded from this is the one-time installation of the software on the hard disk and the downloading or printing of data from the running application. Furthermore, the creation of a backup copy is excluded from the prohibition of reproduction insofar as this is necessary for the backup of future use of the software for the intended purpose. The authorization of the contractual partner to reproduce the program code under the conditions of § 69 d para. 1 UrhG remains unaffected.

2.4.2 The user is only authorized to make changes, extensions and other modifications to the software within the meaning of § 69 c No. 2 UrhG insofar as the law permits such changes, extensions and modifications. Before the user eliminates errors himself or through third parties, he shall allow the provider two attempts to eliminate the error. The user shall not be entitled to any rights of use or exploitation of his own in respect of permitted adaptations over and above the rights of use granted under this contract. The Provider may - in return for appropriate remuneration - demand the granting of an exclusive or non-exclusive right of use, unlimited in terms of territory and time, with the right to grant sublicenses.

2.4.3 Any transfer of the software to third parties requires the prior written consent of the provider. Consent may not be refused contrary to good faith. If the customer can prove that the third party is subject to the same conditions, that the customer has irretrievably deleted all copies, reproductions and installations of the software in his possession and that the user will therefore no longer exercise his own right of use, consent must be granted. This does not apply if the third party is a direct competitor of the provider or if the provider can prove other comparable legitimate interests.

2.4.4 Software markings, in particular copyright notices, trademarks, serial numbers or similar, may not be removed, altered or made unrecognizable.

2.5   In the case of SaaS products or such software products that can be accessed in whole or in part via the Internet or the web browser, the following applies: The disclosure of access data for the software or the enabling of use by third parties who have not themselves acquired a user authorization from the provider is generally prohibited.

2.6   The user is not permitted to rent out the software and the accompanying material for commercial purposes.

2.7   The parties agree that the software is protected by copyright in all its elements, including the graphical representation (§§ 69 a ff UrhG).

3.   Transfer of use, price list

3.1   The Provider shall provide the Customer with the software for use for the agreed term of the contract (or, in the case of software purchases, without any time limit), as shown in the associated offer or order. The customer shall not be entitled to the provision of updates to the software - except for the purpose of rectifying defects - or only on the basis of a separate agreement (e.g. in the case of the software product D-Tect X Basis, which includes updates and service for the first two years). The software is provided for contractual use in accordance with the associated offer or order and taking into account the provider's product description.

3.2   The amount of the purchase price or the usage fee (rent), as well as the payment conditions (due date, minimum contract period, etc.) can be found in the provider's price list.

4.   Cooperation and information obligations of the customer

4.1   The customer has informed himself about the essential functional features of the software and bears the risk as to whether it meets

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his wishes and requirements; in case of doubt, he must seek advice from employees of the provider or from expert third parties before concluding the contract.

4.2 The customer shall be solely responsible for setting up and maintaining a functional and sufficiently dimensioned hardware and software environment for the use of the software. If necessary, he must adapt these to the required state of the art at his own expense.

4.3 The customer shall take reasonable precautions in the event that the software does not work properly in whole or in part (e.g. through daily data backups, fault diagnosis, regular checks of the data processing results).

4.4 Unless the customer expressly points this out in advance, the provider may assume that all customer data with which it may come into contact has been backed up by the customer, unless the provider has expressly assumed the obligation to back up data in advance.

4.5 The software is not an archive service for the customer's data. The provider can therefore assume no liability or guarantee for the retrievability, security and storage of the content provided.

4.6 During the term of the contract, the Customer shall adapt or upgrade its IT system in accordance with the state of the art, insofar as this is necessary for the use of a new or updated software version. The Provider shall not be responsible for any circumstances beyond its control that restrict the use of the software or make it impossible, such as the need to install new versions and updates of the operating system, drivers, database or other third-party software required to use the software (browser, etc.). The hardware and software environment must therefore be adapted by the customer to the currently required state of the art at his own expense. The provider shall support the customer in this as far as reasonable and possible.

4.7 The customer must take suitable precautions to protect the software from unauthorized access by third parties.

5. Online account (account)

If the use of the Software and its functionalities requires or enables the Customer to have an online account (hereinafter also referred to as „Account"), the following shall apply:

5.1 The information provided by the customer when creating the account or going through the registration process must be correct and complete.

5.2 Each online account may only be used by the registering user and may not be transferred to or shared with third parties.

5.3 The customer is responsible for maintaining the security and confidentiality of his online account, in particular by keeping the access data confidential and not disclosing it to third parties, and he agrees to inform the provider immediately of any unauthorized use of the online account, any suspicion in this regard or any other breach of security.

6. Automatic updates

If the automated update of the software is part of the subject matter of the contract, the following shall apply:

6.1 The Provider shall update the software automatically in the background without any action on the part of the Customer by installing security-relevant and/or functional updates (updates).

6.2 The purpose of automatic updates is to ensure that important updates, such as those that close security gaps or are necessary for

the continued stable functioning of the software, can be installed reliably and immediately. In addition, all customers always have the same current software versions. This is because only the latest software version is reliably supported by Support. In this way, the updates also serve the functionality, stability and security of the system in particular.

6.3 The updates take place in the background as so-called „silent updates". The software automatically asks the provider whether a new version is available. If this is the case, the update is automatically downloaded and installed. There is no access to the customer's IT system. The provider has no access rights to the user's computer(s) during this process. Personal data is not affected.

7 Liability in the event of acquisition from a third party

7.1 If the customer has not purchased the software directly from the provider, but effectively from a third party, for example via a sales partner of the provider, contractual warranty and liability claims of the customer can generally only be asserted directly against the third party as seller and not against the provider as licensor.

7.2 Section 7.1. does not apply to possible claims directly against the provider as the manufacturer of the software, in particular under the Product Liability Act.

8. Modification of these license conditions

8.1 The Provider reserves the right to amend these License Terms (both the GLC and the following BLB). Within the framework of a continuing obligation, the Customer shall be expressly informed of the amendments and referred to the - highlighted - amended passages. If the customer does not indicate within six (6) weeks of being informed of the new version that it does not accept the new version, this shall be deemed tacit consent and the contractual relationship shall continue to apply from this point in time with the inclusion of the new version. The same applies if the customer actively accepts the validity of the new version (e.g. by „clicking" on the corresponding button) before this point in time expires. Otherwise, the refusal of consent by the customer shall be deemed to be a termination at the next possible point in time and the contractual relationship shall be terminated at this point in time.

8.2 When informing the customer of the desired changes, the provider shall specifically draw the customer's attention to the significance of their behavior.

9. Discontinuation of the service and the possibility of using the software

9.1 If and to the extent that the Software can be used free of charge, the Provider reserves the right to modify or discontinue the Software (or any part thereof) at any time with prior notice.

10. Licensing via LicenseSpring

If the software product provides for licensing via LicenseSpring, the following applies:

10.1 When licensing via LicenseSpring, the validity of the license for the software product is checked remotely once a day by a server of the provider. The software therefore establishes a connection to the Internet once a day in the background in order to check the license.

10.2 The provider carries out LicenseSpring in order to protect its legitimate interests in ensuring that its software products are used exclusively with a valid license and within the agreed license and thus to prevent fraud. The customer does not notice the check. The perfor-

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mance or usability of the software is not impaired by LicenseSpring. Access to the customer's IT system does not take place. The provider has no access rights to the user's computer(s) during this process. Personal data is not affected. This is a purely automated technical check.

11. Inspection rights (audit)

11.1 In the event of a justified initial suspicion of a breach of the license conditions, the Provider shall be entitled, after giving reasonable advance notice of at least two weeks during the Customer's normal business hours and within a maximum period of two days, to have the proper use of the licensed software by the Customer checked by a publicly appointed and sworn expert to be named in advance. The resulting costs shall be borne by the Provider.

11.2 The Provider is entitled to have compliance with these and any further agreed provisions on the scope of use of the software checked; this also includes the right to check individual computers and servers. The expert shall maintain absolute confidentiality about any information that may become known in the course of this that has nothing to do with the question of compliance with the license terms. He will ensure compliance with data protection regulations during the audit.

11.3 The customer is obliged to provide the provider with reasonable support during such an inspection at its own expense and to provide the necessary information.

11.4 If the customer has demonstrably suffered damage as a result of the inspection and the inspector comes to the conclusion that there is no violation of the license terms, the provider shall compensate the demonstrably incurred damage.

11.5 If an examination comes to the conclusion that the customer is using the licensed software unlawfully or not as agreed, the customer shall also be obliged to reimburse the costs incurred for the examination in addition to paying the fees corresponding to the scope of use and possible damages (fictitious license fees, etc.).

11.6 By agreement between the customer and the provider, the audit can also be replaced by complete written documentation of the scope of use of the licensed software by the customer.

12. Open source software, third-party software

12.1 The rights of use for any open source software (hereinafter referred to as „OSS") supplied by the Provider shall be determined primarily in accordance with the separate license terms under which the OSS is made available to the general public. The OSS used and the associated license conditions are listed in detail on the provider's website and can be accessed there at any time.

12.2 Rights of use in connection with any third-party software supplied by the Provider that is used in conjunction with the Provider's products cannot and will not be granted by the Provider. The customer is solely responsible for checking and complying with the license and contractual conditions of the third-party provider.

13. Artificial intelligence

If the software contains artificial intelligence (e.g. D-Tect X AI and therefore also D-Tect X Subscription, which contains D-Tect X AI), the following applies:

13.1 If the software contains artificial intelligence („AI"), this shall be indicated accordingly in the product description. AI models used are developed by the provider itself and, as far as possible, operated locally at the customer's premises or on the provider's IT systems or third-party IT systems used by the provider with a corresponding contractual agreement. The AI does not transfer data to a third-party provider outside of such contractual agreements.

13.2 The Provider shall only use data entered by the Customer for AI training purposes with the Customer's consent.

III Special license conditions for purchased products

Various software products of the provider are offered as purchase products (e.g. D-Tect X, instandt On-Premise, Vet-Exam Pro). The customer therefore acquires ownership and an unlimited right to use these software products. The following special conditions apply to these purchase products:

1. Subject matter of the contract

1.1 The customer acquires from the provider the software in accordance with the offer or order or agreement and the associated documentation integrated into the software in digital form (hereinafter „software" or „program") under the conditions agreed here.

1.2 The source code of the software is not part of the software.

1.3 The quality of the software supplied by the Provider shall be conclusively determined by the service description available to the Customer prior to conclusion of the contract, which is also described in the application documentation. The provider does not owe any additional quality of the software. In particular, the customer cannot derive such an obligation from other representations of the software in public statements or in the advertising of the vendor and/or the manufacturer, as well as their employees or sales partners, unless the vendor has expressly confirmed the additional quality in writing.

1.4 The installation of the software is not part of the provider's scope of services. For the installation of the software, the provider refers to the installation instructions described in the application documentation, in particular to the hardware and software environment that must be available at the customer's premises.

2. Scope of use

2.1 The Provider grants the Customer - exclusively for the Customer's business purposes - a simple, non-transferable, non-sublicensable right to use the software, the associated drivers and interfaces with all associated program components and - if agreed - additional modules in accordance with the following provisions.

2.2 If the customer has not purchased the software directly from the provider, but from a third party, contractual liability and warranty claims are to be asserted exclusively against the third party, not against the provider. Statutory claims against the provider under the Product Liability Act or other statutory regulations that allow a direct claim by the customer against the provider remain unaffected by this.

2.3 The customer is only entitled to use the software beyond the rights of use granted in these terms and conditions with the prior written consent of the provider.

2.4 Unless the customer is expressly granted rights under these terms and conditions, all rights to the software (and all copies made by the customer) - in particular copyright, rights to or in inventions and technical property rights - are the exclusive property of the provider. This also applies to adaptations of the software by the provider. The customer's ownership of the program copy acquired by him remains unaffected.

3. Date of conclusion of the contract

3.1 The agreement on the provision of software under the conditions regulated here is concluded,

3.1.1. as soon as the customer accepts these terms and conditions when purchasing the software on a data carrier by clicking on the „Accept" button when installing the software, or

3.1.2. as soon as these terms and conditions have been accepted by the customer when purchasing the software as a download product (web version) by clicking on the „Accept" button before downloading.

3.2 In all other respects, these terms and conditions shall be deemed to have been agreed if the customer begins to use the software with knowledge of the existence of these terms and conditions.

4. Reproduction rights, decompiling, program modifications

4.1 Reproductions of the software and the application documentation are only permitted if this is necessary for use in accordance with the contract. Necessary reproductions include the installation of the program from the original data carrier on the mass storage device of the hardware used and the loading of the program into the working memory. The customer is entitled to reproduce the software within the framework of the company or practice network used by the user. If additional modules are licensed, the user's rights of use and reproduction shall be governed by the special agreements for the respective additional module. The authorization of the customer to reproduce the program code under the conditions of § 69 d para. 1 UrhG remains unaffected. Other reproductions are not permitted.

4.2 The customer may make backup copies of the software to the necessary extent in accordance with the rules of technology. Backup copies on movable data carriers shall be marked as such and provided with the copyright notice of the original data carrier. The customer is obliged to inform the provider on request about the number, storage medium and storage location of the copies made.

4.3 Copyright notices, marks, serial numbers and other features serving to identify the program may not be removed or altered.

4.4 The customer is only authorized to make changes, extensions and other modifications to the software within the meaning of § 69 c No. 2 UrhG to the extent that the law permits such inalienably. Before the customer eliminates errors himself or through third parties, he shall allow the provider two attempts to eliminate the error. The Customer shall not be entitled to its own rights of use and exploitation of permitted adaptations beyond the rights of use granted under this contract. The Provider may - in return for appropriate remuneration - demand the granting of an exclusive or non-exclusive right of use, unlimited in terms of territory and time, with the right to grant sublicenses.

4.5 The customer is only entitled to decompile the software within the limits of § 69 e UrhG and only if the provider has not provided the necessary data and/or information to establish interoperability with other hardware and software after a written request with a reasonable deadline.

4.6 If the Provider provides the Customer with additions (e.g. patches) or a new edition of the subject matter of the contract (e.g. update, upgrade) within the scope of rectification or maintenance, which replaces previously provided contractual items („old software"), these shall be subject to the provisions of this agreement. If the Provider provides a new edition of the subject matter of the Agreement, the Customer's rights under this Agreement in relation to the old software shall expire as soon as the Customer starts using the new software productively, even without an express request for return by the Provider.

5. Resale

5.1 The customer may sell or give away the software, including the documentation, to third parties, provided that the third party agrees to the continued application of these terms and conditions in writing to the provider. Before passing on the software, the customer must present these terms and conditions to the third party for their information.

5.2 In the event of transfer, the customer must hand over to the third party all copies of the program, including any existing backup copies, or destroy the copies not handed over (and any associated databases) and cease further use of the software. The customer must affirm this in lieu of an oath at the request of the provider. The customer's right to use the program shall expire upon transfer.

5.3 Commercial subletting of the software is prohibited.

6. Material defects and defects of title; other deficiencies in performance; limitation period

6.1 The Provider warrants the agreed quality of the software in accordance with the provisions of the law on the sale of goods and that the use of the software by the Customer within the contractual scope does not conflict with any third-party rights.

6.2 In the event of material defects, the Provider shall initially provide warranty by means of subsequent performance. For this purpose, the Provider shall, at its discretion, either provide the Customer with a new, defect-free software version or remedy the defect; the Provider shall also be deemed to have remedied the defect if it shows the Customer reasonable ways of avoiding the effects of the defect.

6.3 In the event of defects of title, the provider shall initially provide warranty by subsequent performance. For this purpose, he shall, at his discretion, provide the customer with a legally permissible opportunity to use the delivered contractual items or modified equivalent contractual items.

6.4 The Provider is entitled to make subsequent performance dependent on the Customer having paid at least a reasonable part of the remuneration.

6.5 The customer is obliged to adopt a new software version if the contractual scope of functions is retained and the adoption does not lead to significant disadvantages.

6.6 If two attempts at subsequent performance fail, the customer shall be entitled to set a reasonable grace period to remedy the defect. In doing so, he must expressly point out in writing that he reserves the right to withdraw from the contract and/or demand compensation in the event of renewed failure.

6.7 If the rectification of defects also fails within the grace period, the customer may withdraw from the contract or reduce the remuneration, unless the defect is insignificant. After the expiry of a deadline set in accordance with sentence 1, the provider may demand that the customer exercises his rights resulting from the expiry of the deadline within two weeks of receipt of the request. After expiry of the deadline, the right to choose shall pass to the provider.

6.8 If the Provider performs troubleshooting or fault rectification services without being obliged to do so, it may demand remuneration for this in accordance with its usual rates. This applies in particular if a defect cannot be proven or is not attributable to the provider. The provider shall also be remunerated for the additional expenses incurred by the provider as a result of the customer not properly fulfilling its obligations to cooperate.

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6.9 If third parties assert claims that prevent the customer from exercising the rights of use granted to him under the contract, the customer shall inform the provider immediately and comprehensively in writing. The customer hereby authorizes the provider to take legal action against third parties in and out of court. If the customer is sued, he shall consult with the provider and shall only take legal action, in particular acknowledgements and settlements, with the provider's consent.

6.10. The provider is obliged to defend against the claims at its own expense and to indemnify the customer against all costs and damages associated with the defense against claims, insofar as these are not based on the customer's conduct in breach of duty.

6.11. The customer can only derive rights from other breaches of duty by the provider if he has notified the provider of these in writing and granted him a grace period to remedy the situation. This does not apply if a remedy is out of the question due to the nature of the breach of duty.

6.12. The limitation period for all warranty claims is one year and begins with the delivery or provision (and notification of this to the customer) of the software; the same period applies to other claims of any kind against the provider.

6.13. In the event of intent or gross negligence on the part of the supplier, fraudulent concealment of the defect, personal injury or defects of title within the meaning of § 438 para. 1 no. 1 a BGB, as well as in the case of guarantees (§ 444 BGB), the statutory limitation periods shall apply, as shall claims under the Product Liability Act.

7. Purchase price

7.1 The purchase price for the software can be found in the corresponding offer (or the order confirmation) or the provider's price list.

7.2 If the software is made available for retrieval via the Internet, the Provider shall bear the costs of making the software available on the Internet, and the Customer shall bear the costs of retrieval.

8. Demo versions

8.1 The Provider may grant the Customer the opportunity to use limited-use versions of the software (demo versions) free of charge for test purposes. The customer can then switch from the demo version of the software to the full version by activating the full version with simultaneous registration. The regular costs for the purchase of the software apply for the activation.

8.2 The Provider shall not assume any warranty for demo versions.

9. Maintenance and service work, in particular remote maintenance

If the Provider carries out maintenance and/or service work on the software installed on the Customer's hardware at the Customer's request (hereinafter „Work"), the following provisions shall apply to this Work:

9.1 The prices for the work shall be based on the Provider's current price list. Invoices from the Provider shall be due for payment no later than two weeks after the invoice date. Warranty work carried out by the Provider shall not be subject to remuneration.

9.2 The Customer is obliged to create a data backup before the Provider begins work, which enables the complete restoration of the Customer's data within a reasonable period of time.

9.3 If the work is carried out via a remote data transmission system without physical contact with the user's hardware (hereinafter „remote maintenance"), the customer shall be responsible for installing the remote maintenance software of the third-party manufacturer on his hardware, in particular for complying with the license terms of the remote maintenance software. The customer shall also be responsible for the necessary connection of his hardware and software to the remote data transmission system. The Provider shall not be liable for damages resulting from malfunctions of the remote data transmission system for which the Provider is not responsible or from unauthorized access by third parties to the Customer's hardware and software.

10 Obligations of the customer to cooperate and provide information

10.1 The customer has informed himself about the essential functional features of the software and bears the risk as to whether it meets his wishes and requirements; in case of doubt, he must seek advice from employees of the provider or from expert third parties before concluding the contract.

10.2 The customer shall be solely responsible for setting up a functional hardware and software environment for the contractual objects, which is also sufficiently dimensioned to take into account the additional load caused by the contractual objects. The Provider shall not be responsible for any circumstances outside its sphere of influence that restrict the use of the software or make it impossible, such as the need to install new versions and updates of the operating system, drivers, database or other third-party software required to use the software. The customer must therefore adapt the hardware and software environment to the currently required state of the art at his own expense.

10.3 The customer shall test the software thoroughly before using it to ensure that it is free of defects and usable in the existing hardware and software configuration. This shall also apply to software received under warranty and maintenance.

10.4 The customer shall observe the instructions given by the provider for the installation and operation of the software; he shall inform himself at regular intervals about the provider's current instructions and take these into account during operation.

10.5 Insofar as the Provider has further performance obligations in addition to the provision of the software, the Customer shall cooperate to the necessary extent free of charge, e.g. by providing employees, work rooms, hardware and software, data and telecommunications equipment.

10.6 The Customer shall grant the Provider access to the software for troubleshooting purposes, primarily by means of remote access. The Customer's IT environment shall be simulated by the Provider as far as possible. In exceptional cases, the customer shall grant access to the contractual objects directly on site.

10.7 The customer shall take appropriate precautions in the event that the software does not work properly in whole or in part (e.g. through daily data backups, fault diagnosis, regular checks of the data processing results).

10.8 Unless the Customer expressly points this out in advance, the Provider may assume that all of the Customer's data with which it may come into contact is secure.

10.9 The customer shall bear any disadvantages and additional costs arising from a breach of these obligations.

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11. End of the right of use

11.1 In all cases of termination of the customer's right of use (e.g. by rescission, termination), the customer shall return the software immediately and delete all copies. If the customer wishes to retain usage data or is legally obliged to do so, he has the option of exporting the data in advance and backing it up on his premises. The customer shall assure the provider in writing that this has been done.

IV. Special license conditions for cloud and SaaS products

Certain software products of the provider (e.g. instandt Cloud, Vet-Exam Pro Viewer) are offered for use via the Internet as so-called SaaS or cloud products. The following special conditions apply to such products:

1. Provision of software

1.1 The software is provided by enabling use via the Internet in the customer's browser

1.2 The system requirements (browser, version, etc.) necessary for the smooth use of the software by the customer can be found on the provider website. The customer is solely responsible for meeting these system requirements.

2. Use of the software / availability (SaaS)

2.1 The Provider may restrict access to the services at any time, provided that the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions to the network, the software or stored data require this and the interests of the Customer worthy of protection do not clearly outweigh this after an objective assessment has been carried out.

2.2 The Provider shall endeavor to ensure maximum availability within its sphere of influence. The parties understand availability to mean the ability of the customer to use the functionalities of the software for which a connection via the Internet is required, insofar as the provision and maintenance of this possibility of use is within the actual sphere of influence of the provider. The Provider has no influence on the availability, stability and functionality of the Internet as a whole or the infrastructure of third parties (access providers, backbones, DNS servers, etc.) required to establish a connection to the Provider's service and therefore cannot make any availability promises for such circumstances and is not liable for them.

2.3 The Provider guarantees availability within its own sphere of influence, subject to the proviso that minor periods of unplanned unavailability (e.g. for the purpose of unplanned system maintenance required on an ad hoc basis) cannot be ruled out. The provider will, however, carry out such unplanned measures outside normal business hours as far as possible and reasonable. The times of unplanned unavailability are to be distinguished from the times of planned unavailability (see sections 2.6 ff.).

2.4 The Provider shall make the Software available to the Customer during the agreed term, but excluding the agreed periods of planned unavailability in accordance with Section 2.6.

2.5 Available use (availability given) also includes the periods during which
- malfunctions in or due to the condition of parts of the technical infrastructure required for access or use or the execution of the software that are not to be provided by the provider or its vicarious agents;
- malfunctions or other events that are not (co-)caused by the provider or one of its vicarious agents, for example exceeding an agreed permitted use of the software;
- insignificant reduction in the suitability of the software for contractu-

al use (e.g. due to a temporarily slow connection to the provider's server due to short-term server overload or similar).

2.6 Planned unavailability: During periods of planned unavailability, the Provider is entitled to maintain the software and/or the server, to carry out data backups or other work. Planned unavailability must always be agreed with the customer, e.g. with regard to usual or separately required maintenance windows. However, if a reasonable period of unavailability is objectively necessary, e.g. to install an important update or carry out other maintenance work during normal business hours, the provider is entitled to do so after giving reasonable advance notice. If the anticipated duration of the unavailability is likely to be unreasonable for the customer, the provider shall ask the customer for their consent in advance. The customer shall not unreasonably withhold his consent for important reasons. The customer hereby agrees that there will be a planned period of unavailability between 1.00 a.m. and 5.00 a.m. German time every day for the entire duration of the contract.

2.7 If and to the extent that the user can use the software during times of planned unavailability, there is no legal claim to this. If the use of the software during times of planned unavailability results in a reduction or discontinuation of performance, the user shall have no claim to liability for defects or compensation.

3. Rights of the user in the event of defects, rental-related limitation of liability

If and insofar as no remuneration has been agreed for the use of the software, the statutory provisions on lending shall apply accordingly. Otherwise, the following shall also apply:

3.1 The usage fee (rent) comprises the remuneration for the provision (licensing) and use of the software, as well as for its maintenance and repair. Depending on the agreement made, the rent is payable monthly or annually in advance in full.

3.2 The customer must report defects in the software immediately in a suitable form (Section 536 c (1) BGB). He shall forward to the Provider all information available to him that is necessary or useful for remedying the defect. The Provider shall rectify reported defects within a reasonable period of time. Defects shall be remedied at the provider's discretion either by repair or replacement free of charge. It shall also be regarded as rectification of a defect if the provider shows the customer a reasonable workaround.

3.3 The customer's rights due to defects are excluded if the customer makes changes to the rental object or has them made without the provider's consent, unless the customer proves that the changes have no unreasonable effects on the analysis and elimination of the defects for the provider. The customer's rights due to defects shall remain unaffected if the customer is entitled to make changes, in particular within the scope of exercising the right of self-remedy in accordance with Section 536 a (2) BGB, and these have been carried out professionally and documented in a comprehensible manner.

3.4 Termination by the user pursuant to Section 543 (2) sentence 1 no. 1 BGB for failure to grant use in accordance with the contract is only permissible if the provider has been given sufficient opportunity to remedy the defect and this has failed. Failure to remedy the defect can only be assumed if it is impossible, if the provider definitively refuses or unreasonably delays it, if there are reasonable doubts about the prospects of success or if it is unreasonable for the user for other reasons.

3.5 The provider's strict liability pursuant to Section 536 a (1), 1st alternative BGB for defects that already existed at the time the contract was concluded is excluded.

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3.6 In the event of data loss caused by simple negligence, the Provider shall only be liable for the damage that would have been incurred even if the Customer had properly and regularly backed up the data in a manner appropriate to the importance of the data; this limitation shall not apply if the data backup was hindered or impossible for reasons for which the Provider is responsible.

4. Contract term and termination

4.1 This agreement begins with the conclusion of the contract and has - depending on the specific agreement - an annual or monthly term, which results specifically from the provider's offer or the agreement made. The term is automatically extended by a further calendar year in the case of an annual term, unless it is terminated by one of the parties at the end of the respective term with a notice period of three weeks, and by a further calendar month in the case of a monthly term.

4.2 The right of each party to extraordinary termination for good cause remains unaffected. Good cause on the part of the provider shall be deemed to exist in particular, but not exclusively, in the following cases:
- If the customer or a third party files an application to open insolvency proceedings against the customer's assets;
- if the insolvency court allows an application to open insolvency proceedings against the customer's assets;
- if insolvency proceedings are opened against the customer's assets or rejected for lack of assets;
- if the customer culpably violates the regulations agreed in these license conditions for the protection of the software;
- if the customer repeatedly commits a breach of these GLTC despite a written warning due to a breach of these GLTC by the provider.

4.3 Cancellation must be in text form to be effective and can be made directly via the provider's online tool. The time of receipt by the recipient is decisive for the effectiveness of the termination.

V. Special license conditions for products that can be used free of charge

Certain software products (e.g. the Vet-Exam Pro Viewer software) can be used free of charge. The special license conditions set out here also apply to these:

1. Subject matter of the contract Loan

1.1 The Provider does not charge a fee for the provision of certain standard software for use. Such a transfer of software is therefore a loan within the meaning of Sections 598 et seq. BGB.

1.2 The functional scope of the software, the hardware and software operating conditions and the required system environment can be found on the provider's website or in the associated documents, such as the product description. The customer is solely responsible for the fulfillment of these system requirements.

1.3 The customer shall receive the software and the user documentation integrated into the software in digital form in his browser.

2. Transfer, other services

2.1 The provision of the software shall take place through the possibility of use in the customer's browser.

2.2 The customer is responsible for the compatibility and interoperability of the software with the customer's products. The Provider shall not provide any further services beyond the provision of the software for use. In particular, the Provider does not owe any consulting services or adaptations or changes to the software. The Customer may request such services from the Provider. If the Provider offers such services on request, these are to be paid for by the Customer.

3. Rights of use

3.1 The provider grants the customer the simple, non-transferable and non-sublicensable right to use the software provided in object code for the intended contractual purpose in accordance with these provisions. The software can be used on all devices that fulfill the system requirements specified at . The provider assumes no responsibility for the usability and functionality of the software together with other devices. All copyrights and other property rights to the software (including all new versions) are the exclusive property of the provider in relation to the customer.

3.2 The use of the software in SaaS, outsourcing or data center operation requires the prior written consent of the provider.

4. Updates

4.1 The free provision of updates is a voluntary service of the Provider and may be discontinued by the Provider at any time and without cause with effect for the future. The provider also reserves the right to change the license conditions or to terminate the free provision of the software in the future.

5 Warranty, infringement of property rights

5.1 The Provider shall not assume any warranty for material defects in the software. In particular, it is the responsibility of the customer to check the functionality of the software on the device used.

5.2 The Licensor makes no representations and assumes no responsibility for the correctness and accuracy of the results obtained with the Software.

5.3 Should a third party assert claims against the customer due to the infringement of a property right by the software, the customer shall inform the provider of this immediately in writing. The customer hereby authorizes the provider to conduct the legal dispute with the third party in and out of court on its own. The conduct of this dispute and the associated decision shall be at the sole discretion of the Provider.

5.4 The customer shall not recognize any claims of a third party in connection with the assertion of an infringement of rights by the software.

6. Liability

6.1 The provider is only liable in the event of intent or gross negligence; otherwise liability is excluded. In the event of gross negligence, the provider's liability for each case of damage shall be limited to the typical damage foreseeable at the time the contract was concluded.

6.2 The statutory liability for damages arising from injury to life, limb or health, as well as under the Product Liability Act or other mandatory statutory liability regulations, remains unaffected by the above provisions.

7. Liability for defects

7.1 The provider is liable for defects and otherwise in accordance with the statutory provisions of the loan (§§ 598 ff. BGB).

7.2 In all other respects, the provisions on liability for defects and liability in these Terms and Conditions shall apply accordingly.

VI. Special license conditions for subscription licenses (subscription models)

Customers can receive subscription services from the provider for certain products (e.g. D-Tect X Subscription, D-Tect X 1 Year Support and Updates Extension, instandt On-Premise). These are subscription models in which the customer can purchase software, services or services in return for recurring payments. The following special conditions apply to these subscription services:

1. Subject matter of the contract, contract term, termination

1.1 In the case of a subscription, the customer acquires the agreed subscription services (e.g. service and updates, technology, storage space, etc.) over the agreed period for the agreed recurring payments.

1.2 Unless otherwise agreed, the provisions for SaaS products regarding minimum contract term, automatic renewal and termination from Section IV. of these GLTC shall also apply accordingly to Subscription Services.

1.3 Insofar as the installation of software on the customer's systems has been agreed as a subscription service, the provisions on purchased products under Section III. of these GLTC shall apply accordingly in this respect and with regard to the expiry of the software on the customer's systems.

2. Support and updates extension as a subscription service

2.1 If the customer has purchased a subscription service as a „Support and Updates Extension" (e.g. „D-Tect X 1 Year Support and Updates Extension"), this shall have a minimum contract term of one calendar year, unless otherwise agreed, and shall be automatically extended by a further calendar year unless one of the parties has given 3 months' written notice of termination to the end of the contract term.

2.2 If the contract term of the subscription service ends, the software product (e.g. „D-Tect X") can still be used in full by the customer, but the customer will then no longer receive updates and service from the provider.

3. Provision of the software instandt on-premise as a container (Docker)

3.1 With the instadt On-Premise software product, the software technology is made available to the customer as a subscription service for use by an unlimited number of users for the duration of the subscription.

3.2 The software is made available to the customer in the form of a Docker container. There is no access to the source code.

3.3 The use of the software requires the use of an executable Docker environment. The customer is responsible for providing a suitable system environment (e.g. Docker Engine, Docker Compose).

3.4 Provision shall be made via a suitable distribution format (e.g. Docker Registry, container download), which shall be disclosed to the customer after conclusion of the contract.

3.5 The customer acknowledges that the possibilities of using the software are determined by the technical limits of containerization (in particular isolated system access, limited persistence of data).