

END USER LICENSE AGREEMENT (EULA)

AX3000 Software – ESS GmbH & Co. KG
(EDV-Software-Service GmbH & Co. KG)

Version: 1.3

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These license terms govern the use of the AX3000 software provided by ESS GmbH & Co. KG (EDV-Software-Service GmbH & Co. KG).

The version of these license terms accepted at the time of installation of the software or any update shall apply.

They form part of the license agreement between ESS GmbH & Co. KG and the customer and must be accepted during installation of the software.

Please read this license agreement carefully before installing or using the software. By installing or using the software, you agree to the following terms.

1. Grant of License

ESS GmbH & Co. KG grants the customer a non-exclusive, non-transferable right to use the software within the scope of the respective license purchased. The software may only be used for the customer's own business purposes.

2. Scope of Use

The software may only be installed and used in accordance with the respective license type and its associated usage conditions (e.g. client license, USB dongle license, server license, or subscription license). Subscription licenses are generally provided as user-bound licenses (named-user licenses), unless otherwise agreed in the offer or order confirmation. For user-bound licenses (named-user licenses), the use of the software is restricted to the assigned user. The use of a named-user license is limited to a maximum of two devices per user. Simultaneous use on multiple devices is not permitted. The software may be used offline for a limited period. After a maximum of 12 hours, a connection to the licensing system is required to continue usage.

2.1 General Restrictions

A change of the assigned user or registered devices is only permitted with prior approval of ESS GmbH & Co. KG. The use of the software must not exceed the number of licenses

purchased. Depending on the license model, use may be limited to specific users, devices or systems. The software may not be transferred, rented, leased or otherwise made available to third parties without prior written consent of ESS GmbH & Co. KG.

2.2 License-Specific Provisions

Client licenses:

In the event of a change of device, the licensee is required to fully deactivate or uninstall the software from the previous system. As part of this deactivation process, a security code is generated by the software. For activation on a new system, the licensee must submit this security code together with the PC code of the new system to ESS GmbH & Co. KG. A new activation for the new system will only be provided after successful submission of this information. ESS GmbH & Co. KG reserves the right to request additional proof.

USB dongle licenses:

The licensee must immediately report the loss of a dongle. ESS GmbH & Co. KG is entitled to request a loss report or other appropriate proof. A replacement dongle may be provided once per license at ESS GmbH & Co. KG's discretion and subject to a separate charge based on the prices applicable at the time of replacement. There is no entitlement to a replacement. Any further replacement is excluded. In the event of loss, the right to use the respective license shall generally expire unless a replacement is provided. In case of defective or damaged USB dongles, the licensee must return them to ESS GmbH & Co. KG. Shipment must be carried out in an appropriate and traceable manner, in particular as insured shipping, at the licensee's expense. The risk of shipment lies with the licensee. A replacement will only be provided after receipt of the defective dongle. For the interim period, ESS GmbH & Co. KG may provide a temporary license.

Server-based licenses:

A change of the server or server environment is only permitted with prior approval of ESS GmbH & Co. KG. Before using the software on a new server, the licensee must ensure that the previous use of the server-based license has been fully terminated and that any deployment, in particular within a network environment or similar setup, has been removed. This also applies in the event of failure or damage of the previous server. The licensee must ensure that further use of the license is no longer possible. Upon request, the licensee must provide appropriate proof, in particular confirmation from the responsible IT service provider. A new activation or license for the new server will only be

provided after successful verification of such proof. ESS GmbH & Co. KG reserves the right to request additional proof.

3. Backup Copy

The licensee is entitled to create a backup copy of the software if this is necessary for proper use. This backup copy may only be used for backup purposes.

4. Use by Third Parties

The software may only be used by employees of the licensee. Use by external service providers, subcontractors or other third parties is only permitted if they act on behalf of the licensee and use the software exclusively for its projects.

5. Transfer of License

Perpetual licenses may be transferred to third parties, provided that the original licensee completely deletes all installations and ceases all use of the software. The new licensee must accept these license terms. This also applies in the event of a transfer of the licensee's business (e.g. sale, merger, restructuring).

6. Copyright and Intellectual Property Rights

The software is protected by copyright. All rights remain with ESS GmbH & Co. KG.

In particular, it is not permitted to:

- modify, decompile, disassemble or reverse engineer the software, unless expressly permitted by law
- remove copyright, trademark or ownership notices
- circumvent technical protection measures or licensing mechanisms

7. Licensing Mechanisms and Technical Protection

The software may be protected by technical licensing mechanisms (e.g. USB dongle, license server, activation systems). These must not be bypassed, manipulated or disabled. The software may require an internet connection or communication with the licensing system of ESS GmbH & Co. KG.

8. Updates and New Versions

Updates or new versions may replace existing versions. Upon installation of an update, the right to use the previous version expires unless otherwise agreed. The customer must not continue using outdated versions.

9. Updates, Maintenance and Subscription

Updates and upgrades are only provided within an active maintenance or subscription agreement. For subscription licenses, use of the software is only permitted during the active contract term. Upon termination, the right of use ends.

10. Termination of Use

Upon termination of the right to use the software, the customer must immediately cease use and delete all installations and copies.

11. Protection Against Unauthorized Use

The customer must take appropriate measures to prevent unauthorized use or copying of the software.

12. License Audit

ESS GmbH & Co. KG may request verification of license use in case of justified suspicion.

13. Measures in Case of Violations

In case of violations, ESS GmbH & Co. KG may suspend access to the software.

14. Liability

The software is developed with the greatest possible care. However, no guarantee is given for complete absence of errors. ESS GmbH & Co. KG is not liable for indirect or consequential damages. To the extent permitted by law, liability is limited to the license fee paid.

15. Professional Responsibility

The software supports professional users. The responsibility for use of results lies with the user.

16. Standards and Regulations

The software reflects the state of development at the time of release. No guarantee is given for ongoing compliance with all regulations.

17. Additional Provisions

The General Terms and Conditions (GTC) of ESS GmbH & Co. KG shall apply additionally.

18. Governing Law

Austrian law applies. Place of jurisdiction is the registered seat of ESS GmbH & Co. KG.

19. Language Version

This agreement may also be provided in English. In case of discrepancies, the German version shall prevail.

20. Severability Clause

If any provision is invalid, the remaining provisions remain unaffected.