

I. Scope of Application

1. These Software Term of Use and Licenses ("Terms") apply to the provision and use of all Applications offered by companies of the Akarion group ("Akarion") and updates or upgrades thereof.
2. Akarion provides all Applications exclusively in accordance with these Terms, the provisions of the General Terms and Conditions of Akarion ("GTC") and individual written contractual agreements.
3. These Terms also apply, if the Applications are used from websites other than Akarion's own websites, which provide access to all or part of the Applications offered by Akarion.
4. Individual contractual agreements, which are contrary to or supplement these GTCs, take precedence over these GTCs if they are confirmed in writing.
5. Akarion is entitled to modify these Terms at any time with effect for the future. The User will be informed of any change at least in text form (e.g. via Email) within 6 weeks. If the Customer does not object to Akarion in writing within 6 weeks of receipt of the notification of change - notification by email to the agreed address is sufficient - the amended Terms are deemed to have been accepted by the User.
6. If the User objects to the amendment of these Terms, Akarion is entitled to block the corresponding License or the corresponding User.
7. If changes occur after conclusion of the contract - for example changes in the applicable law - which Akarion could neither foresee nor influence, Akarion is entitled to unilaterally adjust these Terms accordingly, i.e. without the Users consent. This also applies if, after conclusion of the contract, gaps in the contract become apparent which considerably disrupt the relationship between services offered and compensation. The User shall be informed of such adaptations at least in text form.

II. Definitions

1. **"Application/s"** means all software products developed and licensed by Akarion that are accessible via the internet or otherwise made available to the Customer/User by Akarion.
2. **"Customer"** is the person with whom Akarion has concluded a contract for the use of the Applications offered.
3. **"User"** is a natural person clearly identified by the Customer who uses the Applications by means of a License acquired by the Customer.
4. **"License"** means the right granted to a User to use an Application for the duration of the subscription period contractually agreed between Akarion and the Customer.
5. **"Update"** is a version of the Application, which includes small functional changes/improvements or the correction of Errors.
6. **"Upgrade"** means the extension of the Applications by new modules or features.
7. **"Login Details"** means the data associated with a User, consisting of an email address and a password, by means

of which the User can verify and access/use its License relating to the relevant Application.

8. **"Order"** means a Customer's binding request for Licenses for an Application and/or other services offered by Akarion.

III. Responsibility of the User

1. Each License acquired by the Customer is assigned to a specific User, identified by individual, personal Login Details, when used for the first time.
2. Without the express written consent of Akarion, the Login Details allocated to a User may not be rented, leased, lent, sublicensed or otherwise made available to a third party.
3. The transfer of a License to another User, again to be identified by Login Details, is possible within the Applications.
4. The User is responsible for the proper administration and secure storage of the Login Details. Akarion shall not be liable for the misuse or loss of the same. If the User becomes aware of any misuse, the User must immediately notify Akarion in writing and inform the Customer accordingly.
5. The User is exclusively responsible for the use of the Applications, the proper and lawful processing of data within the Applications by the User, their correctness as well as the results achieved within the Applications.
6. The user is obliged to use the current version of the Applications provided by Akarion. Updates are automatic. Apps, plugins and add-ons are excluded from this. The User is solely responsible for the adjustment and updating of the corresponding individual settings.
7. The User is obliged not to misuse the respective Application, in particular not to introduce data into the Application that contain malware and not to use the respective Application in a way that negatively affects the availability of the Application for other Users or to remove or circumvent the existing protective mechanisms of the Applications against unauthorized use.
8. The User must comply with appropriate technical and organizational security standards and ensure that no viruses are introduced into Akarion's systems by the User or their systems.
9. The User must ensure that the processing of the data the User enters into the Application does not infringe the rights of third parties or otherwise violate applicable law.
10. The User is not entitled to make any kind of copies of the Application. This includes the output of the source code to a printer, photocopying the documentation or essential parts thereof. The export of reports, insofar as this is available in the contractual plan of the Application is excluded from this provision.
11. In case of violation of these Terms Akarion is entitled to block the User without prior notice at any time and to claim damages against the User resulting from the infringement.

IV. Templates and Samples

1. Akarion expressly points out that all templates and samples provided in the Applications require individual adaptation and revision by the Customer or the User.
2. Insofar as products or their suppliers are named in the templates and samples, these are examples. The naming or non-naming of individual suppliers and products does not imply any valuation and has no advertising or derogatory character.

V. Rights to Data

1. The data processed by the User in the Applications are the property of the Customer.

VI. Liability

1. In accordance with the order and the GTC, Akarion is exclusively liable to the Customer. Any liability towards the User is excluded, insofar as the User is not the same person as the Customer and insofar as the culpable injury to life, body and health of natural persons by Akarion, or the mandatory liability for Akarion under the Product Liability Act, does not constitute the basis for a claim or liability.

VII. Confidentiality

1. The contracting parties shall be obliged to maintain secrecy about all business secrets and confidential data and information of the respective other contracting party, which have become known to it - in whatever form - in the course of or in connection with the performance of a contract under these GTC -, not to pass them on to third parties and to use them exclusively for the contractually agreed purposes.
2. The obligation pursuant to para. 1 of this section shall continue to apply beyond the termination of the contract.
3. Confidential information and data within the meaning of this section are information, documents, data and information which are designated as such or which, by their nature, are to be regarded as confidential. This expressly includes all information concerning Customers, contractual partners or other business partners of the respective other party, including all data of it or concerning the persons named, for which the respective contractual party is subject to a confidentiality obligation of any kind.
4. The obligations pursuant to para. 1 of this section shall not apply if legal obligations require the disclosure of the information concerned, the information concerned is or was demonstrably already known to the public or has become known to the contractual partner by an authorised third party in a permissible manner.
5. The contracting parties undertake to also obligate their employees, vicarious agents and other persons involved in the execution of the contract in accordance with para. 1 of this section.

VIII. Other

1. Akarion has a legitimate interest in informing the User by means of a newsletter about news concerning the Applications and other services of Akarion (e.g. Updates, Upgrades, security-relevant information, user information). The User can object to a corresponding use of their personal data at any time by clicking on the

- corresponding link within the newsletter or by sending a corresponding email to: datenschutz@akarion.com.
2. All contracts concluded by way of online registration for Applications are deemed to have been concluded with Akarion AG, Munich - unless otherwise agreed upon individually - unless the Customer has its registered place of business in Austria. In this case, the contract is deemed to have been concluded with the Akarion GmbH Linz.
3. If the contract is concluded with the Akarion AG, Munich, it is subject to German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods and any national and international conflict of laws rules. The exclusive place of jurisdiction in this case is the registered office of the Akarion AG in 81675 Munich, Germany.
4. If the contract is concluded with the Akarion GmbH, Linz, it is subject to Austrian law with the exclusion of the UN Convention on Contracts for the International Sale of Goods and any national and international conflict of laws rules. The exclusive place of jurisdiction in this case is the registered office of the Akarion GmbH in 4020 Linz, Austria.
5. If any provisions or parts of these Terms are or become invalid, the validity of the remaining provisions shall not be affected. Akarion and the Customer shall replace the invalid provision by a legally permissible and valid provision which is suitable to achieve the economic sense and purpose intended by the invalid provision, or to come as close as possible to this.
6. Changes and additions, as well as the termination of contractual relationships with Akarion, are subject to the written form. This shall also apply to any waiver of the written form requirement.
7. In the event of deviations from versions in other languages, the German version of these Terms is binding.