

EULA: End User Licence Agreement

IMPORTANT NOTICE:

Read the End User License Agreement (EULA) in its entirety to ensure that you fully understand the contents of the EULA before accepting the following terms. Only upon accepting all of the provisions in the EULA is VOQUZ willing to license the software to the extent agreed upon and as defined below to you as a consumer or entrepreneur.

By clicking the „YES“ button, by downloading the software, or by expressing your agreement in any other way, you accept this EULA completely and without restrictions. This EULA then becomes a legal contract between VOQUZ and you.

If you do not agree to these terms, click „NO“ or „CLOSE WINDOW“ and do not download, and/or use the software.

§ 1 Definitions

(1) “Software” is the computer program that is referred to within the contract. The software and the scope of its functions are defined in the description below as an integral part of the contract ([link](#)).

(2) “Confidential information” are all information and documents of the other party that are denoted as confidential or that are confidential based on the circumstances; in particular regarding operational procedures, business relations, and know-how.

(3) “VOQUZ” is short for ‘VOQUZ Labs GmbH’ in Berlin, Germany.

(4) The “license certificate” is issued by VOQUZ to the customer following the contract closing that expressly states the number of licenses.

§ 2 Object of a Contract

(1) The object of this contract is the granting of the rights of the software required for contractual use according to the terms of service in § 3.

(2) VOQUZ will not leave a copy of the software for the licensee. In the event that the software is protected by means of a license key, the licensee will receive the license key solely for the use of the software.

(3) The characteristics of the software must be rendered conclusively with the statement of work.

(4) Installation services and configuration services are not covered by this contract.

(5) Consignments are initiated from VOQUZ’s location to the delivery address that has been indicated by the licensee at the risk of the licensee. As an alternative, VOQUZ is entitled to deliver software and new program levels by electronic means, particularly by means of a download. The consignment is deemed to be paid as soon as the files are ready for download. The acceptance of a consignment is the essential contractual obligation of the licensee.

§ 3 Grant of Rights

(1) The extent to which the legal right of use (capacity-related or user-specific) has been granted appears on the VOQUZ license certificate.

(2) With full payment of the agreed fee, the licensee is granted the non-exclusive, restricted, non-transferable and non-sublicensable right to use the software as agreed upon in the statement of work. Contractual use includes the installation, downloading, displaying, and running of the installed software. The nature and extent of the use is also determined by the statement of work.

(3) The licensee may not duplicate, redistribute, or decompile the software (i.e. retranslate it into the source code), unless expressly permitted by this EULA or by law. If the licensee wishes to reverse engineer, decompile, or disassemble the software (hereinafter called „decompilation“) in order to achieve interoperability with other computer programs, as permitted by law, then the licensee must first contact VOQUZ before decompiling the software to achieve such interoperability. If the licensee is not authorized to decompile the computer program, VOQUZ will make this information available regarding interoperability without undue delay.

(4) The licensee is not entitled to convey the software to third parties. In particular, the licensee is not permitted to sell, lend, rent, or to otherwise sublicense the software or to publicly display or make the software public.

(5) If the licensee violates any of the above provisions, all rights of use granted under this agreement shall be immediately invalid and shall automatically be returned to VOQUZ. In this case, the licensee will immediately and completely terminate the use of the software, delete all copies of the software installed on its systems, and delete the backup copy, if any, or to surrender any back up copies to VOQUZ.

§ 4 Duties and Obligations of the Licensee

(1) Licensee is obligated to communicate to VOQUZ the current license-relevant consumption metrics of the software on an annual basis following VOQUZ's request via mail or e-mail.

(2) Licensee is obligated to secure the software with suitable measures from access by unauthorized third parties, and more particularly to keep all of the copies of the software in a protected place.

(3) Licensee is solely responsible for the installation of a functional hardware and software environment. The same applies to regular data backups in the licensee's computer system.

§ 5 Term and Termination

(1) The term of the contract is governed by the license certificate.

(2) The contract may also be terminated for good cause by any party without an adherence to a time limit by providing notice in writing. An important reason for VOQUZ to terminate the contract in particular is if the licensee violates VOQUZ's usage rights by using the software beyond the extent allowed in this contract wherein the infringement is not remedied within a reasonable period of time.

(3) The notice to terminate must be in writing.

(4) In the event of termination, the licensee shall surrender the use of the software and remove all installed copies of the program from their computers. The licensee will also destroy or return selected backup copies, if any, to VOQUZ.

§ 6 Software Maintenance

(1) Software maintenance is an integral part of the contractual services. Maintenance includes software support, and the expansion of software with new functionality and feature updates. Software support is limited to bug fixing and available via email (supq@voquz.com) in English, Mondays to Fridays from 9:00 AM to 5:00 PM CET (except on federal holidays).

(2) Under an active maintenance plan, quarterly updates of VOQUZ's S-System are included. Licensee is responsible for initiating said updates by sending their unclassified transaction codes to supq@voquz.com.

(3) The adaptation of modifications (so called "customizations") and/or extensions (so called "scripts") applied by licensee, is not a service included with regular software updates.

§ 7 Liability

(1) VOQUZ's liability, arising out of and in connection to the closure and implementation of the license agreement, is independent of the actual or legal basis, whether by contract or law, and is limited as follows:

(2) In case of malicious or gross negligence, the statutory provisions regarding liability for personal injury or liability under the Product Liability Act apply.

(3) In the case of a slightly negligent breach of a duty which is essential for the purpose of the contract (cardinal duties), the liability of VOQUZ is limited to the amount that is foreseeable and typical according to the nature of the transaction in question.

(4) Liability for the loss of data requires the licensee to have carried out a daily data backup with the required frequency and care, so that these secured data can be used for restoring any lost data. The liability of VOQUZ is always limited to the amount of effort required to restore the unavailable data from a proper, in particular, machine-readable data backup.

(5) VOQUZ assumes no further liability. In particular, VOQUZ shall not be liable for any initial defects or results of the software, unless requirements of §1 and §2 are met.

(6) The foregoing limitation of liability also applies to the personal liability of the employees, representatives, and vital entities of VOQUZ.

(7) VOQUZ shall not be liable to the licensee or

any other person for damages arising from the loss of profits; loss of goodwill; for indirect or special damages; incidental or consequential damages; or damages for negligence of any kind, in particular damages for work interruptions, data loss, failure, or malfunction of computers or for any other damages or losses.

(8) Claims for defects do not exist in the cases of minor deviations from the agreed upon condition, insignificant defects, by only insignificant impairment of usability opposing the agreed upon purpose, and in the event of not reproducible software errors. Claims for defects cannot exist if the software is altered; improperly installed, maintained, or repaired; used or not subjected to appropriate ambient conditions by the licensee or by third parties. The licensee demonstrates both that these circumstances are not the cause of the defect and also that the removal of the defect will not be made disproportionately difficult. Normal wear and tear does not constitute a defect.

(9) The licensee's inspection obligation and obligations to give notice of defects remain unaffected. The licensee shall notify VOQUZ of any particular defects, specifying the circumstances under which they became evident, and their effects, without delay in detail and in a traceable way.

§ 8 Statute of Limitations

(1) The statute of limitations for claims by the licensee is one year from delivery. This does not apply to personal injury, liability under the Product Liability Act, or in case of fraudulent concealment of a defect.

§ 9 Confidentiality

(1) The parties agree to keep confidential information confidential. This obligation shall conti-

nue for a period of three (3) years after the termination of the contract.

and legally compliant with the contract objective in place of any ineffective provision.

§ 10 Miscellaneous

(1) The licensee may transfer rights and obligations arising from or in connection to this agreement to third parties only with written consent from VOQUZ.

(2) Amendments and additions to the contract may be made in writing. This also applies to the amendment or repeal of this clause.

(3) Terms and conditions of the licensee are not applicable.

(4) This agreement shall be subject exclusively to German law under the exclusion of the United Nations Convention of Contracts for the International Sale of Goods (CISG).

(5) The parties are aware that the software may be subject to export and import restrictions. In particular, approval requirements may exist, or the use of software or related technologies may be subject to restrictions abroad. The licensee will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, the USA, as well as all other relevant regulations. The fulfillment of the contract by VOQUZ is subject to the caveat that the fulfillment is not barred by any obstacles regarding national and international regulations of export and import law, as well as any other statutory provisions.

(6) The exclusive place of jurisdiction is Munich (Germany) provided that each party is either a merchant or legal entity under public law.

(7) Should individual provisions of this contract be invalid, the validity of the remaining provisions will remain unaffected. The contracting parties will endeavor to find provisions that are most closely