

Software License Terms

Version: June 2025

1. Preamble

These license terms govern the use of software products provided by the licensor – Koob Testsystems GmbH. They constitute a legally binding agreement with the respective user (hereinafter "Licensee") and serve to ensure legal certainty, cost control, and compliance with legal requirements.

2. Rights and Obligations of the Licensee

2.1 Usage Rights

The Licensor grants the Licensee a simple, non-exclusive, non-transferable, and non-sublicensable right to use the software solely for their own business or private purposes.

2.2 Installations and Devices

Usage is limited to the number of installations and/or end devices specified in the license agreement. Additional device usage requires an extension of the license.

2.3 Transfer and Resale

The transfer, rental, or resale of the software – entirely or in parts – is prohibited unless explicitly authorized in writing by the Licensor.

2.4 Prohibited Uses

The software may not be manipulated, reverse-engineered, decompiled, or altered except as permitted by statutory exceptions under § 69e German Copyright Act (UrhG).

3. License Models and Remuneration

Remuneration depends on the chosen license model:

- **Perpetual License:** Unlimited use upon full payment of the final invoice.
- **Temporary License:** Licenses granted for the duration of ongoing projects or until full payment of the final invoice.

Payments are due in accordance with the individual contract upon delivery or commencement of use. Prices exclude statutory VAT.

4. Warranty and Liability

4.1 Warranty The Licensor warrants that the software, when used as intended, substantially matches the described functionality. The Licensee must promptly notify any defects in writing.

4.2 Liability The Licensor is fully liable:

- in cases of intent or gross negligence
- for damages resulting from injury to life, body, or health
- under product liability law.

For simple negligence, the Licensor is liable only for breaches of essential contractual duties (cardinal obligations), limited to typical, foreseeable damages.

5. Duration and Termination

5.1 Perpetual License

Valid indefinitely unless otherwise agreed.

5.2 Temporary License

Valid for the contractually agreed duration, usually tied to payment milestones within ongoing projects.

5.3 Termination for Cause

Both parties may terminate the license immediately in the event of severe contract violations. Upon termination, usage rights cease, and the Licensee must delete all software copies.

6. Specific Conditions

Additional conditions may apply depending on the product (e.g., modules, interfaces, cloud access). These are detailed in the product contract or supplementary agreements.

7. Confidentiality and Data Protection

Both parties agree to treat all non-public information confidentially. Personal data processing complies with GDPR; a separate data protection agreement can be concluded.

8. Export and Usage Controls

The Licensee commits to complying with applicable export control regulations, particularly those of the Federal Republic of Germany and the EU.

9. Final Provisions

- The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- Jurisdiction is Meiningen (Thuringia).
- Additional agreements and modifications must be in writing.
- If individual provisions are invalid, the validity of remaining terms remains unaffected.

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