

# License terms Freemium „HotM“

Of the **munich enterprise software GmbH**, Industriestraße 29, 82194 Gröbenzell, (hereinafter „mes“)

## 1 Object of the contract, conclusion of the contract, privacy

- 1.1 Subject matter of the contract is the software "HotM" developed by mes as a free Freemium version (hereinafter "software"). The functionality of the software, which is limited to the full version, and the system requirements of the software are specified on the mes website at <http://www.munich-enterprise.com/hotm/>. The software includes an application documentation as a PDF document.
- 1.2 These License Terms govern the contractual relationship between mes and the Customer (collectively, the "Parties") regarding the free licensing of a Freemium version of the Software.
- 1.3 By downloading the software from the website of mes under acceptance of these license terms, a license agreement is concluded between the parties in accordance with these license terms. For this purpose, the customer must communicate with his company, his address and the name and e-mail address of a contact person. mes will collect and process this personal information in accordance with mes's privacy policy, which is available on the mes website at <http://www.munich-enterprise.com/datenschutz/>.
- 1.4 If the customer wishes to license a paid full version of the software "HotM", this requires a separate license agreement between the parties by ordering the customer on the basis of a mes offer in accordance with the licensing terms applicable to the full version of the "HotM" software comes.
- 1.5 These license terms apply only to merchants and entrepreneurs pursuant to § 14 of the German Civil Code (BGB) as well as to legal persons of public law or public law special funds. The customer assures not to be a consumer within the meaning of § 13 of the German Civil Code (BGB).
- 1.6 Verbal ancillary agreements between the parties do not exist. These license terms exhaustively regulate the granting of licenses. Terms of business of the customer which deviate or are contrary to these license terms do not apply; this applies even if mes does not expressly object to the applicability of the terms of the customer.
- 1.7 Software maintenance and care as well as further services (including the installation of the software) are not the object of these licence terms and shall be concluded between mes and the customer pursuant to separate terms for software maintenance and care as well as with regard to further services (including the installation of the software) on the basis of the corresponding offer.

## 2 Rights of use, relinquishment, installation

- 2.1 mes reserves the right vis-a-vis the customer, to all intellectual property rights to the software, including the documentation thereof, provided that they have not been expressly granted to the customer in these license terms.
- 2.2 mes grants the customer a simple, indefinite, non-transferable, non-sublicensable, free of charge and terminable use of the Software under Clause 4 (hereinafter "License"). The license entitles the customer to install the software on a single productive SAP system and use it for its intended purpose; the user must be a natural person. Only one Freemium version of the software "HotM" is licensed per customer; for each additional productive SAP system on which the software is to be installed, or for any additional user who wishes to use the software, the customer must acquire a separate license against payment of a fee. The customer is only authorized to install the software on a productive SAP system, to use it by a single user and to use the software to process their own data in their own company for their own purposes. Any further use is not permitted.
- 2.3 The customer is expressly forbidden to reproduce, rent or lease the software in whole or in part, or to translate, edit or otherwise remodel the software, to sublicense the software or make the software available to the public by wire or by wireless means, including making it is accessible to members of the public from places and at the time of their choice. The customer is also prohibited from decompiling, disassembling or reverse engineering the software ("reverse engineering"), unless the customer is entitled to do so pursuant to the relevant mandatory copyright law.
- 2.4 mes exclusively reserves all rights to the source code of the software.
- 2.5 The software is provided to the customer exclusively electronically by download from the website of mes. The software must be installed by the customer, unless the customer mandates this separately against payment of a fee.

## 3 Warranty, Liability

- 3.1 Insofar as defects in the software have been fraudulently concealed, mes is obliged to compensate the customer for the resulting damage. All further warranty of mes is excluded.
- 3.2 mes shall not be liable for damages, delays or performance impairments beyond the scope of responsibility of mes.
- 3.3 mes shall not be liable for damages resulting from unsuitable, improper, non-intended or abusive use of the software.
- 3.4 Irrespective of the legal grounds, mes is only liable for damage caused intentionally or through gross negligence, or for culpable damage caused by injury to life, body or health, or in the event of non-performance of a guarantee or if a malfunction of the software was fraudulently concealed from mes..
- 3.5 In the case of loss of data, in accordance with clause 3.4 mes shall only be liable for the expenditure, which is necessary for the restoration of the data in the case of a regular system check and regular data backup by the customer. Insofar as the customer has omitted this data protection, the liability of

mes (except in the case of intention) is excluded for the loss of data due to liability for negligence on the part of the customer.

- 3.6 Any further reaching liability of mes is excluded. Liability under the German Product Liability Act remains unaffected by these license terms.

## 4 Termination

- 4.1 The customer is entitled to terminate the license granted to the customer under these license terms at any time by notification to mes in text form.
- 4.2 mes is entitled to terminate without notice the license granted to the customer under these license terms for good cause. An important reason exists in particular if the customer uses the software commercially, passes it on to third parties or infringes copyrights to the software.
- 4.3 In the event of termination of the license, the customer is prohibited from any further use of the software and the customer must delete all program copies of the software without delay.

## 5 Final provisions

- 5.1 The customer is without the prior written consent of mes, not entitled to partially or fully, assign or transfer the claims and / or obligations arising from the license terms to a third party or to transfer these license terms as a whole to a third party.
- 5.2 These license terms and all disputes arising out of or in connection with these license terms are governed by the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 5.3 Exclusive place of jurisdiction for all disputes arising from or in connection with these license terms is Munich.
- 5.4 Should one or more provisions of these license terms be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

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