General Terms and Conditions of Business for Cedalo GmbH free Open Source Software

Last updated: 1 January 2022

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§ 1 Scope

(1) The present Terms and Conditions of Business contain the solely applicable conditions for the delivery of Open Source software free of charge between you as the user (hereinafter: User or You) and us, Cedalo GmbH, Schnewlinstr. 6, 79098 Freiburg (hereinafter: Cedalo or We, for further details see Legal Notice). Other terms and conditions of business shall not apply, even if we have not separately registered our objection to them. Divergent, additional or conflicting conditions shall apply, only if they have been acknowledged by us in writing. This also applies if you submit or accept an offer with the remark that your own general terms and conditions have priority.

(2) Individual agreements concluded with you in the individual case (including collateral agreements, addenda and amendments) take precedence over these GTC in every case. Subject to proof to the contrary, a written contract or our written confirmation is definitive for the content of such agreements.

(3) References to the application of statutory provisions are only for clarification purposes. Even without such clarification, therefore, the statutory provisions apply, insofar as they are not directly amended or expressly excluded in these GTC.

§ 2 Object of the Contract

(1) The object of the contract is

(a) the permanent provision as a download of the software produced free of charge by Cedalo,

(b) the provision of the associated user documentation,

(c) the granting of the rights of use described in § 2.

(2) The software is transferred electronically.

(3) In particular the following are not objects of the contract:

(a) the creation of the system environment required for the use of the software. The installation of a properly functioning and with regard to the additional load caused by the software, an appropriately sized hardware and software environment for the software is the sole responsibility of the user;

(b) updates, further developments or any other version of the software;

(c) services of another type (e.g. installation, configuration, software maintenance, training courses or seminars, telephone support) unless the user agrees these separately in writing with Cedalo.

(4) The properties and condition of the software arise solely from the information on Cedalo's website (www.cedalo.com) for software provided free of charge. The information there must be understood to be performance specifications; however it does not represent any warranty. Any such expressly designated warranty requires the written declaration by Cedalo's Executive Board.

§ 3 Conclusion of the contract

(1) The provision of the free software for download constitutes a binding offer for the conclusion of a contract. The user accepts the offer by clicking on the Download button. However, the user can only transmit their offer, if the user has previously declared their agreement with the application of the present GTC.

(2) The contractual text in the form of the present GTC can be inspected at any time both on our website and within the software. Moreover, the contractual text cannot be inspected and is not stored by us.

(3) English is the language of conclusion of the contract.

§ 4 Title and intellectual property rights, right of use

(1) Title and the intellectual property rights in the software remain as a matter of principle in full and at all times with Cedalo. The user is entitled solely to use the software in accordance with the following provisions of these GTC.

(2) The user's rights and duties arise from the Open Source Licence EPL-2.0 (Eclipse Public Licence - v 2.0), which is attached as an Annex to these General Terms and Conditions of Business.

§ 5 Duties of the user, areas of use of the Software, infringing use and indemnification

(1) The user undertakes to inspect the software to ascertain whether its specification matches the wishes and needs of the user.

(2) The user is aware of the material operating characteristics and conditions of the software.

(3) The user is advised that, unless otherwise agreed, the Software has not been specifically planned, developed, produced, or adapted by Cedalo for the user. The user is therefore aware that the Software may not meet the user's specific requirements. The user shall be solely responsible for the selection of the Software with regard to its intended use as well as for the results to be achieved by using the Software. Cedalo does not warrant the suitability of the Software for any particular purpose.

(4) The user shall take appropriate precautions for the case that the software fails to work properly in full or in part (e.g by means of data backup, documentation of the use of the software, malfunction diagnoses, regular checking of the results,

emergency planning). It is the user's responsibility to ensure the correct operation of the working environment for the program.

(5) If the user uses software from Cedalo, it is therefore the sole responsibility of the user to check the entries made by him. The user is aware that the software will also produce incorrect results in the event of incorrect entries. The same applies to operating errors by the user. The user shall in no case be released from his own examination of the entries made and results obtained by using the Software. Cedalo is neither responsible for the user's input or any incorrect operation of the Software by the user, nor is Cedalo responsible for the results obtained by the use of the Software by the user based on his input.

(6) The user is responsible for his own supervision, handling, and control of the use of the Software. This responsibility includes that the user, if necessary, selects suitable applications for which or with which the user wishes to use Cedalo's Software in a supporting manner in a professional manner according to the technical requirements (including system environment) as well as taking into account the results intended by using the Software.

(7) The user shall comply with the notices issued by Cedalo for the installation and operation of the software and be informed at regular intervals on current notices on Cedalo's website.

(8) The user is aware that the Software is not suitable and intended for Hazardous Areas of Use. "Hazardous Areas of Use" are such areas of use or use cases in which fault-free operation of the Software is indispensable to avert damage to human life, physical integrity, health and/or other legal interests of considerable importance.

(9) Subject to a deviating agreement with Cedalo, the user is prohibited from using the Software for the following Hazardous Areas of Use:

- Use in connection with power plants, in particular in the field of nuclear energy

- Use in connection with traffic safety, in particular air traffic safety

- Use in connection with medical or life support equipment

- Use in connection with weapons systems

(10) The user is aware that the Software – as far as the user desires - can also be used for use in Critical Processes or for integration into such processes. "Critical Processes" shall be understood to be, for example, those processes of a technical and/or business nature that handle tasks with a high degree of importance for the user or third parties and/or with which due to their sensitivity significant risks for the user or third parties are associated (for example, with regard to security, value creation, secrecy, sensitivity of data processing, etc., e.g., use of the Software in connection with the transaction of funds or the sale of securities or other goods). If the user uses the Software in connection with Critical Processes, Cedalo hereby again expressly draws the user's attention to the obligations under the preceding paragraphs, in particular paragraphs 4 to 7. It is the sole responsibility of the user to determine and establish, if necessary, an independent procedure for the verification of its inputs and the results obtained using the Software for such purposes of use of the Software. Cedalo shall not be responsible for this. Cedalo again expressly points out to the user that incorrect inputs made by the user may also produce incorrect results and may lead to considerable damage for such purposes of use.

(11) In the event of a breach of the foregoing duties the user shall bear the associated penalties and costs.

(12) The user undertakes to use the software only in accordance with the applicable law, in particular statutes, official regulations or third-party rights and these GTC. The statutory provisions of the home state of the user and of Cedalo are definitive. The user undertakes not to engage in any actions, which breach applicable law. The user shall not use the software:

- to send spam or other multiple or unsolicited messages in violation of applicable laws.

- to send or store libellous, obscene, threatening, defamatory or other unlawful or banned material, including material, which is harmful to children or breaches the rights of third parties; or

- to send or store material, which contains software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, representatives or programs.

The user accepts sole liability for content and for their use undertaken of the software and indemnifies and holds Cedalo harmless from all claims, actions, consequences of actions, losses or damage, which arise by virtue of the user's conduct contrary to the contract.

§ 6 Notices on Data Protection

Cedalo collects no (personal) data of the user either on conclusion of the contract or during use of the software.

§ 7 Warranty and limitation of liability

(1) The user is aware that Cedalo provides the software free of charge. Rights of the user in the case of material defects and defects of title comply with the statutory provisions governing a gift. More extensive warranty rights do not exist.

(2) Cedalo's liability is excluded.

(a) In accordance with the current state of the art it is impossible to guarantee that data communication over the internet is fault-free and/or available at all times. Insofar as Cedalo provides or performs services over the Internet, Cedalo makes every endeavour to maintain the availability of the services offered as uniformly consistent as possible. However, Cedalo shall not be liable in particular for the fact that products and/or services offered over the internet are unavailable from time to time.

(b) In particular Cedalo accepts no liability for the susceptibility to errors of products or services, the functionality of which depends on the data or services of third parties.

(c) The foregoing limitation of liability applies also in favour of the legal representatives and vicarious agents of Cedalo, if claims are asserted directly against them.

(2) The foregoing disclaimer does not apply

- in the case of culpable intent or gross negligence,

- to injury to life, limb or health,

- in the case of claims under the provisions of the Product Liability Act and

- in the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation). A cardinal obligation is an obligation the fulfilment of which is essential for the proper execution of a contract and on the fulfilment of which the contracting parties may regularly rely. In the latter case, Cedalo's liability shall be limited to the amount of the damage which

is foreseeable and typical for the type of business in question.

(3) Cedalo remains open to the plea of contributory negligence. In particular the user is subject to the duty of data security and of defence against malicious software in each case in accordance with the current state of the art.

§ 8 Amendments of the GTC or the services

(1) In the case of services performed free of charge Cedalo is entitled at any time to amend or rescind the GTC or to replace them with other GTC and to make available a new series free of charge or against payment.

§ 9 Other provisions

(1) The law of the Federal Republic of Germany is applicable, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) Place of performance is Freiburg im Breisgau, Germany.

(3) If the user is a merchant and if on the date of the order its registered office is located in Germany, the sole Court of jurisdiction is the registered office of Cedalo, Freiburg im Breisgau, Germany. The same Court of jurisdiction shall apply, if the User has no general Court of jurisdiction within Germany, relocates its domicile or usual place of residence out of Germany subsequent to the conclusion of the contract or whose domicile or usual place of residence is unknown on the date of bringing an action. However, Cedalo is also entitled to assert claims in Court at the user's registered office. Otherwise, the applicable statutory provisions apply to local and international jurisdiction.

(4) Furthermore, the parties are aware that the contractual software may be subject to export and import restrictions. In particular authorisation requirements may exist and/or the use of the software or the technologies associated therewith may be subject to restrictions abroad. The user shall comply with the applicable export and import control provisions, in particular those of the Federal Republic of Germany and the European Union, together with all other relevant provisions. Performance of the contract by Cedalo is subject to the reservation that performance does not conflict with any obstacle by virtue of national and international provisions of export and import law or with any other statutory provisions.

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b) in the case of each subsequent Contributor

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ii) additions to the Program;

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