

License and Terms of Use map.apps

map.apps is an independent, copyright-protected **software product from con terra GmbH Germany ("licensor") for developing and supplementing geo-IT solutions. The Licensor is the owner and holder of all rights to map.apps.** The lawful acquisition of map.apps and its product extensions entitles the Licensee to use it in accordance with the license and terms of use specified below. Therefore, only the term **map.apps** is used below for map.apps and the map.apps product extensions. **By clicking "Accept" or otherwise accessing or using map.apps, you agree that these terms and conditions are enforceable and legally binding between you and the Licensor, just like any written agreement signed by you.** If you do not agree to any of the terms and conditions, you may not use map.apps. If you are using map.apps on behalf of a company or other legal entity, you agree that you are authorized to accept these terms and conditions on behalf of that legal entity.

The Licensor is entitled to update, further develop, or revise the execution and content of the product at any time, either technically or functionally. Revised or updated versions are subject to the same license and usage terms as the originally provided product.

1 Scope of use

1.1 Permitted use

The licensee receives from map.apps the **non-exclusive, non-transferable, spatially unlimited, and temporally limited to the agreed period of use, network-compatible right of use and editing.** The licensee fully acknowledges the licensor's rights to the product (patents, copyrights, trademarks, trade secrets). This also applies to the exclusive copyright to all analog and digital documentation. Copies of the software and associated documentation may be made if necessary for backup purposes. **Depending on the edition purchased, the licensee receives the following installation and usage rights:**

Free Edition

- One installation (web application) on *one* web server
- Unlimited number of apps
- Use is restricted to non-commercial purposes in teaching and training, i.e. i.e. only available to educational institutions
- Whenever map.apps is used, the copyright notice "map.apps © con terra GmbH" must be displayed visibly at all times.
- Use for Application Software Providing (ASP) is not permitted

Basic Edition

- One installation (web application) on *one* web server
- Limited to a maximum of 4 apps in productive operation
- The use of product extensions is not permitted.
- Use as Application Software Providing (ASP) is not permitted

Enterprise Edition

- One installation (web application) on *one* web server
- Unlimited number of apps
- One additional installation on another server for the purpose of operating as active/passive (failover) or active/active cluster (load balancer)
- One additional installation for stage or test environment
- Expandable through product extensions
- Use for Application Software Providing (ASP) is only permitted with the additional purchase of a "map.apps ASP Option" and to the extent defined therein.

Developer Edition

- One installation (web application) on *one* web server
- Unlimited number of apps
- Available only as a named-user license for one named person

- Use is restricted exclusively to the purpose of software development; operational use is excluded
- Use as application software
- providing (ASP) is not permitted

Extendable through product extensions. Use of map.apps is only permitted in conjunction with the simultaneous use of certain Esri standard software products, ^{the product scope 1} of which the licensor (Esri) reserves the right to change at any time.

Use of the software in dynamically scaling operating environments (container/cloud) is permitted, but requires a specific agreement with the licensor.

A copy of map.apps may only be made for security and archiving purposes, as a replacement, or for troubleshooting.

The transfer of the source code/object code is not owed. The licensee shall also receive (electronic) documentation. In addition, the use of map.apps by vicarious agents (e.g., consultants) of the licensee is permitted in accordance with these license and usage terms within the scope of the intended use. The licensee shall install the software themselves, unless otherwise agreed.

Extensions or modifications to the map.apps software are only permitted using the interfaces specified in the documentation.

1.2 Prohibited use

The licensee is not entitled to sell or transfer map.apps in whole or in part to third parties, to rent, lease, lend, commercially distribute, publish, reverse engineer, decompile, or disassemble it, unless permitted by law.

Furthermore, the licensee is not entitled to use map.apps in whole or in part for commercial software or solution hosting services, in particular application service providers (ASP), unless permitted by law or the licensee has additionally purchased an "option" or license for this purpose. The right of use is subject to the proper payment of the license fee.

The licensor is entitled to reclaim the software and terminate the license agreement extraordinarily if the licensee has not paid the license fee within the set, reasonable payment period despite a reminder. Any unlicensed use constitutes an infringement of the licensor's property rights, which may result in criminal prosecution. The licensee agrees to take all necessary measures to protect the rights of the licensor and, in particular, to prevent the unauthorized use, reproduction, distribution, and publication of the software.

2 Term of use

2.1 Subscription

The term of use is limited to one contract year, beginning on the first calendar day of the month following the provision of the software. The term of use is automatically extended for another contract year if it is not terminated in writing by the licensee or the licensor three months before the end of the contract year.

This does not affect the right to extraordinary termination. The term of use shall end upon termination without notice by the licensor if, among other things, the licensee (i) fails to meet its obligation to pay the annual license fee despite two reminders, (ii) uses map.apps in an impermissible manner or through any other violation of copyright or usage rights, or (iii) an application is filed for the opening of insolvency proceedings against the licensee's assets.

At the end of the term of use, the licensee is obliged to uninstall/delete all copies of map.apps, including the documentation, and to destroy them irretrievably. At the request of the licensor, the latter may demand written assurance from the licensee regarding the uninstallation and deletion.

2.2 Purchase

When purchasing map.apps, the right of use is granted for an indefinite period. If the licensee no longer exercises the right of use or if it is revoked, the licensee is obliged to destroy all product software in its possession,

¹ Currently: ArcGIS Maps SDK for JavaScript

including the documentation, or to return it to the licensor at its own expense. The licensee is also obliged to protect the licensor's property rights beyond the period of use.

3 Third-party software – open source software

The software may contain components of third-party software and/or open source software for which separate license terms must be observed. Insofar as this is necessary for the lawful use of the software, the applicable third-party or open source software license terms are listed in the "license\third-party" directory of the software. The licensee undertakes not to install the software until they have also agreed to these third-party software or open source software license terms, which take precedence over these terms of use. The licensee acknowledges in particular that the software is not designed or intended for the planning, construction, operation, or maintenance of a nuclear facility. If the licensee rejects the above license terms, they shall refrain from installing and using the software.

4 Warranty

4.1 Subscription

In the case of a subscription, the licensor is obligated to remedy any defects in the software provided, including the documentation, within the warranty period.

Defects shall be remedied at the licensor's discretion by free repair or replacement. The licensee is obliged to report defects in the software to the licensor without delay. In doing so, the licensee shall take into account the licensor's instructions for problem analysis within the scope of what is reasonable and shall forward all information available to the licensee that is necessary for the rectification of the defect to the licensor.

Termination by the licensee pursuant to Section 543 (2) sentence 1 no. 1 BGB due to failure to grant the contractual use of licenses granted for a limited period shall only be permissible if the licensor has been given sufficient opportunity to remedy the defect and this has failed. Removal of the defect shall only be deemed to have failed if it is impossible, if it is refused by the licensor

refuses or unreasonably delays it, if there are justified doubts as to the prospects of success, or if it is unreasonable for the licensee for other reasons.

The licensee's rights due to defects are excluded if the licensee makes or has made changes to the software without the licensor's consent, unless the licensee can prove that the changes do not have any unreasonable effects on the analysis and rectification of the defects for the licensor. The licensee's rights in respect of defects shall remain unaffected if the licensee is entitled to make changes, in particular within the scope of exercising the right of selfremedy pursuant to Section 536a (2) of the German Civil Code (BGB), and these changes have been carried out professionally and documented in a comprehensible manner.

4.2 Purchase

Any defects that occur must be reported to the licensor immediately. The warranty shall be fulfilled by repair or replacement. A claim for withdrawal or reduction shall only exist if the repair or replacement delivery fails within a reasonable period of time. **All warranty claims shall become statute-barred 12 months after delivery.** The statutory rights in respect of defects shall remain unaffected, unless they have been effectively restricted.

5 Legal defects

If the licensee is subject to a claim or demand or is held liable by third parties due to missing original software or other intellectual property infringements resulting from any part of map.apps, the licensee must immediately notify the licensor and, in consultation with the licensor, reach an agreement on how to proceed. Upon request, the licensee shall allow the licensor to take the lead in resolving the matter with the third party, including, if necessary, through legal action. The Licensor hereby indemnifies the Licensee against any damages, costs, and expenses arising from any actual or alleged infringement of intellectual property rights as a result of the possession or use of the product in accordance with the present license and usage conditions, provided that the licensee immediately informs the licensor in writing of any

infringement or alleged infringement and that the licensee does not make any concessions without the prior written consent of the licensor. If at any time an allegation of intellectual property infringement is made with respect to map.apps, or such an allegation becomes likely, the Licensor may, without prejudice to other remedies available to the Licensee by law or under this Agreement, at its own expense either:

- acquire the right for the licensee to continue using the infringing components of map.apps, or
- modify or replace the infringing components of map.apps to avoid infringement without impairing the overall performance of map.apps.

6 Liability

The Licensor, its partners, representatives, or executive employees shall be liable without limitation for damages resulting from injury to life, limb, or health based on an intentional or grossly negligent breach of duty, as well as for other damages attributable to intent or gross negligence.

In cases of simple negligence, the licensor shall only be liable for damages resulting from the breach of an essential contractual obligation (cardinal obligation), unless further liability is mandatory under statutory provisions. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely. In this case, liability is limited to the foreseeable damage typical for this type of contract.

Unless otherwise specified, the licensor shall not be liable for incidental, special, indirect, or consequential damages of any kind, including, but not limited to: loss of profit, loss or damage to data, business interruptions, failure to transmit or receive data or information (including course instructions, assignments, and materials), damages resulting from the use or inability to use map.apps or any third-party software, programs, or services in

connection with map.apps. Liability under the mandatory provisions of the Product Liability Act remains unaffected. The above limitations of liability shall also apply if the licensor, its partners, representatives, or executives have been advised of the possibility of such damages.

7 Maintenance and support

The licensor may, at its sole discretion, provide the licensee with updates and upgrades to the software. This includes all editions in the form of patches, updates, upgrades, or releases. These are usually provided as downloads. The licensee shall install these immediately and/or take other measures to rectify errors without delay, unless this is unreasonable for reasons beyond their control. The licensee is entitled to make use of support services (hotline, advice, and answers to written inquiries) even if there is no malfunction. The Enterprise Edition also includes the "Standard Product Support" support service.

8 Final provisions

8.1 Form

Amendments or additions to this contract and this written form requirement, the assurance of characteristics and guarantees must always be made in writing to be effective. A digital signature within the meaning of § 126a BGB fulfils the written form requirement.

8.2 Application of law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

8.3 Place of jurisdiction

For all disputes arising from or in connection with these license and usage terms, Münster (Germany) shall be the exclusive place of jurisdiction.

8.4 Language and legal validity

This document is a translation of the German original „Lizenz- und Nutzungsbedingungen für map.apps“. It is provided for convenience only. In the event of any discrepancies or interpretation differences between this translation and the German version, the

German-language original shall prevail.

The German version is available at
<https://www.conterra.de/lizenz-und-nutzungsbedingungen>.