

License and Terms of Use for smart.finder

smart.finder is an independent, copyright-protected software product of **con terra GmbH Germany ("Licensor")**. The Licensor is the owner and holder of all rights to **smart.finder**. The lawful purchase of **smart.finder** entitles the Licensee to use it in accordance with the license and terms of use specified below. Therefore, only the term **smart.finder** is used below for **smart.finder** and the **smart.finder** product extensions. **By clicking "Accept" or otherwise accessing or using smart.finder, you agree that these terms and conditions are enforceable and legally binding between you and the Licensor, just like any written agreement you have signed.** If you do not agree to any of the terms and conditions, you may not use **smart.finder**. If you are using **smart.finder** 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 **smart.finder** 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.

The licensee receives the following installation and usage rights:

- 1 installation (web application) on a web server
- 1 additional installation on another server for the purpose of operating as an active/passive cluster (failover)
- 1 additional installation for stage or test environment
- Use for Application Software Providing (ASP) is only permitted with the purchase of the designated "ASP license" and to the extent defined therein.

Use of **smart.finder** is only permitted in conjunction with the simultaneous use of certain Esri standard software products whose (Esri) product scope1 the licensor reserves

the right to change at any time. The licensee acknowledges that Esri products are subject to separate license terms.

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

A copy 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 client will also receive (electronic) documentation. In addition, the use of **smart.finder** by consultants and vicarious agents of the licensee is permitted in accordance with these license and usage terms within the scope of its intended use. The licensee shall install the software themselves, unless otherwise agreed.

Extensions or modifications to the **smart.finder** software are only permitted using the interfaces specified in the documentation.

1.2 Prohibited use

The licensee is not entitled to sell or transfer **smart.finder** in whole or in part to third parties, to rent it out, to

lease, lend, commercially distribute, publish, reverse engineer, decompile, or disassemble it, unless permitted by law.

Furthermore, the licensee is not entitled to use smart.finder 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 ends with termination without notice by the licensor, among other things, if the licensee (i) fails to meet their obligation to pay the annual license fee despite two reminders, (ii) uses smart.finder 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 smart.finder, 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.

The license fee is payable annually in advance at the beginning of a new contract year upon receipt of the invoice.

2.2 Purchase

When purchasing smart.finder, the term 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 their possession, including the documentation, or to return it to the licensor at their 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 he has 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 is only permissible if the licensor has been given sufficient opportunity to remedy the defect and this has failed. Remedying the defect shall only be deemed to have failed if it is impossible, if it is refused or unreasonably delayed by the licensor, 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 in respect of defects are excluded if the licensee makes or has made changes to the leased item without the licensor's consent, unless the licensee can prove that the changes have no unreasonable impact 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 self-remedy pursuant to Section 536a (2) of the German Civil Code (BGB), and these 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 is fulfilled by repair or replacement. A claim for withdrawal or reduction

only exists if the repair or replacement delivery fails within a reasonable period of time. **All warranty claims expire 12 months after delivery.** The statutory rights in respect of defects 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 smart.finder, 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 that may arise from an actual or alleged infringement of intellectual property rights as a result of the possession or use of the product in accordance with these License and Terms of Use, 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 smart.finder, 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 smart.finder, or
- modify or replace the infringing components of smart.finder to avoid infringement without affecting the overall performance of smart.finder.

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: lost profits, 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 smart.finder or any third-party software, programs, or services in connection with smart.finder.

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.

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 fulfills 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 smart.finder“. 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>.