# End User License Agreement (EULA)

## 1. Parties and object

The provisions of this End User License Agreement (EULA) regulate the legal relationship between proProduktmanagement GmbH, Deutschherrnstr. 6, 90429 Nuremberg, Germany ("proProduktmanagement") and the Licensee ("Customer") with respect to the provision of the Product Management Software ("Software"), which is installed on the customer's servers as a plug-in for JIRA® ("JIRA"), the Company's project management software on Atlassian.

With the installation of the software, the customer bindingly and irrevocably declares his acceptance of this license agreement as well as the acceptance of the general terms and conditions of proProduktmanagement.

## 2. Definitions of terms

In the context of this EULA, the following terms are used for the purpose of concretisation:

**proProduktmanagement** – refers to proProduktmanagement GmbH, Deutschherrnstr. 6, 90429 Nuremberg, Germany.

**Customer** – exclusively designates the licensee as entrepreneur.

**Terms and Conditions** - describes the general terms and conditions of proProduktmanagement. See www.pro-produktmanagement.de/rights. As stated below, the general terms and conditions shall prevail over the provisions of this EULA.

**Licence** - means the right of the customer to use the software according to this EULA and the terms and conditions valid at the time of the conclusion of the relevant contract. The license determines the type, scope and period of use of the software.

**Licence fee** - means the license price for the use of proProduktmanagement's software.

**Licence term** - means the period for which the software license is granted. The license period begins as soon as the customer receives the license key to activate the software.

**Software** - means the software in the form of a JIRA plug-in, including all associated updates, which proProduktmanagement provides and for which proProduktmanagement grants a license to the customer.

**Updates** - refers to the updating of the software. The period of the update is at the sole discretion of proProduktmanagement.

### 3. Conclusion and content of the contract

A contract according to this EULA is concluded when the customer finishes the ordering process. Details of the contract (e.g. selected license, scope of functions) result from the options selected by the customer and the information provided by proProduktmanagement in the ordering process ("Order").

The object of the licensing is solely the software. proProduktmanagement assumes no responsibility for any hardware, operating software, server programs as well as software of other manufacturers which exchanges data with the software of proProduktmanagement such as MS-Word, MS-Excel, accounting programs, JIRA etc. ("Third-Party Software").

### 4. No deviating regulations

The validity of deviating provisions or provisions going beyond this EULA is excluded. This particularly applies to the business conditions of the customer, even if proProduktmanagement accepts an order of the customer, in which the customer refers to his business conditions and/or a contractual document of the customer is attached and proProduktmanagement does not contradict it.

### 5. Activation of the software

(1) An activation of the software is currently only possible on a self hosted instance of the Atlassian JIRA Project Management Software. An installation on the Atlassian hosted version (Atlassian Cloud) is currently not possible.

(2) After the contract between the customer and proProduktmanagement has been concluded, the software is available for download and can be activated using a license key. The software installation is the responsibility of the customer. If installation on the customer's system is desired by proProduktmanagement, this must be expressly agreed separately.

(3) It is the customer's own responsibility to ensure that the system requirements for the use of the software are met. This will not be checked by proProduktmanagement.

### 6. Granting of licenses and license term

(1) proProduktmanagement grants the customer a non-exclusive, non-transferable and non-sublicensable right to install, execute and use the software on computers within the scope of use specified in the order and this EULA.

(2) The right of use is limited to the number of users specified in the contract who can be assigned to corresponding groups in the system and thus, depending on the type of license, may have limited access to the software.

(3) The rights of use granted under this agreement shall be limited in time to 12 months after delivery of the license key to the customer. Thereafter, the license term shall be automatically extended by further 12 months at the applicable list price, unless terminated by either party at least 30 days prior to the expiration of the current license term.

(4) The duration of a license is at least 12 months.

Licenses are not bound to one user and can be independently transferred to another user within a company.

## 7. License types

The license types differ in the scope of the rights granted.

<u>Product Manager-Licence:</u>

This license grants the user unrestricted access to the functions provided by the software, the parts of the strategic and technical product management (strategy, innovation, business, technical) defined according to Open Product Management Workflow™.

<u>Add-On for Sales, Development, Management:</u>

The user can also be granted the right to use the data of the product management in a reading manner.

Claims to updates and support remain unaffected by the license types.

## 8. Extension of the scope of use

During the current contract, the scope of use can be extended, e.g. by increasing the number of license users (users) or by purchasing additional modules at a later date. This increases the calculation basis and entitles proProduktmanagement to charge the increased license fee accordingly from this point in time.

## 9. Updates und Support

(1) During the license period, the customer is entitled to non-periodic updates of the program, which are issued by proProduktmanagement, provided that proProduktmanagement has completely completed and published the respective update or clearly defined it otherwise as public or accessible to the specific licensee. The updates can include new program features and functions as well as program corrections. The licensee hereby acknowledges that the installation of updates may be indispensable for the optimal program function. proProduktmanagement assumes no liability for the inoperability of the program if the licensee or the user does not properly install the available updates for any reason.

(2) proProduktmanagement can provide technical support services to the licensee or the user in connection with the license. Technical support is defined as assistance with the solution of functional problems in the use and installation of the program.

(3) In case of using support, the customer is obliged to always install the latest software version on his system.

## 10. Obligations of the customer to cooperate

(1) The customer must follow the instructions given by proProduktmanagement when describing, isolating, determining and reporting faults.

(2) The customer is solely responsible for setting up a functioning hardware and software environment for the software. The same applies to regular data backups in the customer's EDP system.

(3) The customer prevents unauthorized access to the software by third parties and also obliges his employees to comply with this obligation. However, if misuse of the data becomes known or if facts give rise to such a suspicion, the customer is obliged to inform proProduktmanagement immediately.

## 11. Property rights

The Software is protected by international copyright laws, treaties and other laws. proProduktmanagement owns and retains all rights, title and interest in and to the Software, including all copyrights, patents, trade secrets, trademarks and other intellectual property rights. This EULA does not transfer ownership of the software to the customer.

## 12. Rights of use

(1) With the exception of archiving purposes, the customer is not permitted to copy the software or parts of the software, to grant sublicenses, to rent, lend or lease the software. The customer is also prohibited from passing on access codes, passwords and license keys for the software or its use to third parties or making them accessible to third parties.

(2) The Customer shall not be permitted to modify, alter or create derivative works based in whole or in part on the software in any manner whatsoever, in whole or in part. The customer is further prohibited from developing back the software, translating it or removing program parts from the software. The customer is not entitled to decompile or disassemble the software, carry out reverse engineering or otherwise attempt to derive the source code.

(3) The customer is not entitled to transfer or make the software available to third parties beyond its intended use, in particular to sell or license the software.

(4) If the customer violates the aforementioned provisions, proProduktmanagement cannot guarantee the correctness of the software.

(5) Furthermore, the customer is not permitted to change or remove copyright notices, serial numbers, version numbers, trademarks or other identification features of the software. This also applies to the suppression of the screen display of these features.

(6) The aforementioned rights and obligations apply to the software as well as to license keys and user documentation accordingly.

## 13. Warranty

(1) Each software is designed for a variety of applications and cannot take every conceivable use case into account in detail. proProduktmanagement ensures that the software complies with the performance description in accordance with industry criteria and within a reasonable scope.

(2) Defects in the software that can be attributed to interventions by the customer or third parties are not covered by the warranty. Also not covered by the warranty are errors in the

hardware, operating system, system software, Atlassian JIRA Project Management Software or other third-party products on the part of the customer.

(3) The notification of defects must be in writing to proProduktmanagement together with a comprehensible and conclusive description of the defect. The customer shall support proProduktmanagement the localization of a defect in a reasonable manner, for example by providing screenshots, paper printouts or system descriptions, even if instructed to do so by proProduktmanagement.

(4) The customer is responsible for the regular backup and maintenance of his individual data. proProduktmanagement points out that data backup is absolutely necessary, especially in the case of a warranty claim.

(5) proProduktmanagement is entitled to remedy defects by providing a new update of the software or to make changes to the software which become necessary due to defects, as long as the contractual performance is not changed more than insignificantly.

## 14. Liability

(1) proProduktmanagement is not liable for slightly negligent breaches of duty, insofar as these do not relate to essential contractual obligations or guarantees, or constitute damages resulting from injury to life, body or health, or claims under the Product Liability Act.

(2) If proProduktmanagement is also liable for slight negligence, the amount of liability is limited to foreseeable damages typical for the contract.

(3) Liability is limited to 100% of the annual license price.

(4) Insofar as the liability of proProduktmanagement is excluded or limited, this also applies to the liability of legal representatives, employees and vicarious agents.

(5) As far as the customer is partly to blame for the violation of contractual obligations or for changes made to the software by you or a third party or for improper handling or faulty operation of the software, proProduktmanagement is not liable.

## 15. Severability clause

If any provision of this License Agreement should be or become invalid or the terms and conditions should be incomplete, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the ineffective provision with a provision that comes as close as possible to the meaning and purpose of the ineffective provision in a legally effective manner. The same applies to any loopholes in the contract.

## 16. Applicable law and place of jurisdiction

This Agreement and all obligations arising therefrom, including any claims for damages, shall be governed by the substantive and procedural laws of the Federal Republic of Germany, to the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods or any other legal system. The exclusive place of jurisdiction for all disputes is Nuremberg.