

## END USER LICENSE TERMS FOR THE USE OF DEXTRADATA SOFTWARE PRODUCTS (AS OF 01/2022)

- (1) These license terms for the use of DextraData software are an extension or concretization of the DextraData GTCs (to be viewed as PDF at <http://www.dextradata.com/serviceseiten/agb.html> or available as a print version upon request).

Agreements between the end user - the customer - and DextraData are in the following order, with the respective higher-ranking document having priority:

- Individual amendments and/or supplements to the contractual agreements;
- Individual-contractual agreements, in particular DextraData's offer;
- End user license terms for the use of DextraData Software, ie these License Terms;
- GTC of DextraData in the basic module, as well as the service module of the General Terms and Conditions corresponding to the subject matter of the agreement;
- System requirements defined by DextraData;
- Standards/DIN norms;
- Legal requirements.

(2) The use of third-party software for the operation of DextraData software is subject to the license and usage conditions of the respective manufacturers.

### **(3) Supplements to "VÜ BITKOM: Terms and Conditions for the Use of Standard Software (Version 3.0)"**

(3a) to GTC VÜ 1.1: The program description consists of the operating instructions and the installation description, which in turn are divided into "Deployment Guide" and "Prerequisites Guide", which are applied in the respective current or end user-specific version.

(3b) to GTC VÜ 1.3: The installation and commissioning of DextraData software is carried out by DextraData together with the end user, unless otherwise agreed. The scope of the installation results from the installation description (cf. 1a). Regulations regarding remuneration remain unaffected.

(3c) to GTC VÜ 2.1: The scope of use is composed of the use described and intended in the user manual within the intended environment of use, which is derived from the installation description (cf. 3a), as well as the type of license acquired and its scope.

(3d) to GTC VÜ 3.1: Qualified personnel shall be provided by the end user in order to be able to fulfill the requirements from the installation description (cf. 3a) in the end user's environment.

### **(4) Supplements to "VPS BITKOM: Terms and Conditions for Software Maintenance (Version 3.0) "**

(4a) to GTC VPS A1: The maintenance object is composed of the software components of the DextraData software developed by DextraData. For the maintenance of third-party software - even if not expressly named - the conditions of the respective manufacturers apply.

(4b) to GTC VPS A2: Faults in third-party software required for the operation of DextraData Software are dealt with within the framework of incident management on the object of maintenance.

### **(5) Supplements to "VM BITKOM: General Terms and Conditions for the Leasing of Hardware and Software (Version 3.0)"**

(5a) to GTC VM 1.1: DextraData software as software is defined by the software components required for the operation of the respective DextraData software and their interfaces to each other, irrespective of the form in which individual software components are provided.

(5b) to GTC VM 1.1: The product description and operating instructions consist of the operating instructions and the installation description, which in turn are divided into the "Deployment Guide" and "Prerequisites Guide", which are applied in the respective current or end-user-specific version.

(5c) to GTC VM 1.4: DextraData grants the customer the scope of use of the software in accordance with the selected licensing.