//SEIBERT/MEDIA
Software License Agreement

§ 1 Object

(1) The following terms apply to the contractual relationship between //SEIBERT/MEDIA GmbH, Kirchgasse 6, 65185 Wiesbaden (hereinafter: //SEIBERT/MEDIA) and the acquirer of the software (hereinafter: Buyer), irrespective of whether the Buyer is a natural or legal person. These terms come into force as soon as the Buyer installs the software on their server(s). By downloading, installing, or by using the software, the Buyer acknowledges the validity of the following provisions as binding.

(2) The software is protected by German copyright law (§§ 69a ff. UrhG). The copyright with regard to the purchased software is likewise subject to this contract.

(3) Any conflicting, deviating or supplementary provisions proposed by the Buyer shall not become part of the contract, unless //SEIBERT/MEDIA expressly agrees to their validity in writing.

§ 2 Conditions

(1) The software is provided to the Buyer as a downloadable executable, with the standard channel for provision being the "Atlassian Marketplace" (https://marketplace.atlassian.com/). There is no entitlement to the transfer of the source code.

(2) The license key is transferred to the Buyer by //SEIBERT/MEDIA or by a third party authorized to transfer the license key.

(3) There is no obligation to train the Buyer or their employees.

(4) The Buyer is obliged to pay the respective current license fee.

§ 3 Software Maintenance

For the first 12 months after the license key has been provided, the Buyer receives software maintenance free-of-charge for the software purchased. Details can be found in the "//SEIBERT/MEDIA Software Maintenance Agreement for Atlassian Add-ons".

§ 4 Permitted Duplication and Access Restrictions

(1) The Buyer may duplicate the software, only where the respective duplication is necessary to allow the contractually agreed upon use of the software. Necessary duplication includes in particular the development and testing of systems within the same IP ranges (network); For this purpose any number of developer keys (developer licenses) may be

generated, insofar as the respective booked number of users is not more than the number of users purchased. Necessary duplicates include the installation of the software after downloading to a storage medium, as well as loading it thereafter into main memory.

(2) The Buyer agrees to take suitable precautions to prevent any unauthorized third-party access to the software. The Buyer’s license key is to be kept in a place secured against any unauthorized access by third parties. The Buyer's employees are required to comply with the present terms of this contract as well as with copyright law (duty of care).

§ 5 Multiple Use and Use on Networks

(1) The Buyer may use the software on any hardware available to them. If the Buyer changes their hardware, they must delete the software from where it was installed on their old hardware.

(2) It is prohibited to provide the software to more users than contractually agreed. If the number of users exceeds the contractually agreed upon number of users, a higher user-number package must be purchased. The Buyer agree to pay the difference between the initial purchased number of users and the price of the higher user-number package, valid at the time of the initial purchase.

(3) Simultaneous installation, storage, or use on more than one piece of hardware is not permitted.

§ 6 Recompilation and Program Modifications

(1) The recompilation of the software code into other code formats, as well as any other form of reverse engineering of the different production stages of the software, to include any program modification, is permitted for private use only, in particular, to rectify errors. Private use within the meaning of this regulation, limits the use of the software for professional or commercial purposes to the Buyer or their employees, and is not intended to be exploited commercially in any way.

(2) The removal of copy protection or similarly protective measures is only permitted in instances where this protection mechanism has affected or prevented the undisturbed usage of the software, in particular where use by the booked number of users is impaired or hindered. The burden of proof regarding any impairment or hindrance to the undisturbed usage of the software caused by any protective measures lies with the Buyer.

(3) Copyright notices and other features used for software identification may not be removed or changed.

§ 7 Resale or Renting

(1) The Buyer may permanently sell or give away the software and the other accompanying material to third parties, provided that the acquiring third party agrees to the present terms of the contract.

(2) As a consequence of the transfer, the right of the previous Buyer to use the software expires.

(3) The previous Buyer is obliged to provide //SEIBERT/MEDIA with the name and the full address of the new buyer in writing.

(4) The Buyer agrees to ensure that the software, any duplicates and other objects and resources provided under the contract are not let to third parties.

(5) The Buyer may not pass on the software or license key to third parties if there is a reasonable suspicion that the third party will violate the terms of the contract, in particular, unauthorized copying and manipulative changes to the software. This also applies to the Buyer's employees.

§ 8 Prohibition of Set-Off and Retention Rights

(1) The Buyer shall only be entitled to set-off rights if their claim has been legally established, is undisputed or recognized by //SEIBERT/MEDIA.

(2) The Buyer shall only have rights of retention to the extent to which these are based on the same contractual relationship.

§ 9 Limitation of Liability

(1) Defects in the software covered by this contract in the sense of §§ 434, 435 BGB shall be resolved free of charge by //SEIBERT/MEDIA within the warranty period after receiving an appropriate notice from the Buyer. This warranty period is 12 months from delivery of the software. This excludes claims for damages by consumers as well as claims for damages due to injury to life, body or health and/or claims for damages resulting from gross negligence or deliberate damage caused by //SEIBERT/MEDIA. Defect resolutions (repair or replacement delivery) shall be at //SEIBERT/MEDIA’s discretion. Appropriate notice of defects must contain as detailed a description of the defects as possible.

(2) If the defect can not be resolved within a reasonable period of time, or if the repair or replacement delivery for other reasons is considered to be unsuccessful, the Buyer may, at his discretion, demand a reduction of the fee or withdraw from the contract. A failure to resolve the defect shall only be assumed if //SEIBERT/MEDIA has been given at least two occasions for repair or replacement delivery without the desired result being achieved, if the repair or replacement delivery is impossible, if //SEIBERT/MEDIA refuses or unreasonably has delayed, if there are reasonable doubts as to the prospects of a success resolution, or in case of unacceptability arising out of other reasons.

(3) Unless otherwise stipulated in §§ 9 and 11, //SEIBERT/MEDIA is not liable for damages that are not caused directly by the software itself; In particular //SEIBERT/MEDIA assume no liability for lost data or consequential damages.

§ 10 Duty of Inspection and Complaint

(1) The Buyer, unless they are a consumer, will examine the delivered software within eight working days after delivery, in particular with regard to the completeness thereof and the operability of basic functions. Defects that are discovered or capable of being discovered thereby must be notified in writing to //SEIBERT/MEDIA within a further three working days

via help@seibert-media.net. The notice of defect must contain as detailed a description of the defects as possible.

(2) Defects that are not discernible during the proper inspection as described above must be reported within three business of their discovery while observing the aforesaid requirements for giving notice of defects.

(3) Failure to inspect and complain is deemed to be an acceptance of the relevant defect.

§ 11 Liability

(1) //SEIBERT/MEDIA shall be unrestrictedly liable for for damages for defects, especially for violations of copyrights of third parties, during the limitation period of § 9 paragraph 1.

(2) //SEIBERT/MEDIA shall be liable in accordance with the statutory provisions, if the damages were deliberate or caused by gross negligence on the part of //SEIBERT/MEDIA, including representatives or vicarious agents. This shall apply in cases where the Buyer loses his life due to the fault of //SEIBERT/MEDIA.

(3) The liability of //SEIBERT/MEDIA shall remain unaffected by the provisions of the Product Liability Act as applied to //SEIBERT/MEDIA's products. This does not apply to software products by Atlassian and from third-party providers, which were transferred to the Buyer.

(4) Insofar as //SEIBERT/MEDIA culpably infringes an important obligation, we shall be obliged to compensate the Buyer for the typically occurring damage. Such a fundamental obligation will always exist, where the obligation is essential for the due and proper implementation of the contract, and on which the Buyer trusted and could reasonably rely.

(5) The liability of //SEIBERT/MEDIA is excluded in the event of negligent violation of other non-essential contractual obligations; Section 9 (3) shall apply.

§ 12 Reservation of Title

//SEIBERT/MEDIA shall retain title to the software delivered to the customer until complete payment of all claims from this contractual relationship existing at the time of delivery or arising later, in the case of payment by cheque or bill of exchange until they have been honoured.

§ 13 Written Agreement

All agreements are contained within this contract.

§ 14 Place of Jurisdiction

(1) The exclusive jurisdiction for all disputes arising out of or in connection with this contract is the responsible court of the city of Wiesbaden, Germany, insofar as

a. the Buyer is a merchant, or
b. the Buyer has no general place of jurisdiction in Germany, or

c. the Buyer is a legal entity of public law.

(2) //SEIBERT/MEDIA is entitled to also file a suit at any other legally appointed venue.

§ 15 Governing Law

The law of the Federal Republic of Germany shall apply with the exclusion of UN Purchase Law (CISG) and of the referral regulations under German International Private Law.

§ 16 Severability Clause

Should a provision of this contract be or become invalid, all other provisions shall remain unaffected. Such an invalid provision shall be replaced with a provision which is in line with the intention which the parties could reasonably attribute to the contract at the time of entering into said contract.