

# Terms and Conditions for Software, Services and Support provided by Gremse-IT GmbH

## 1. Scope

- 1.1. Gremse-IT GmbH (“Licensor” or “Vendor”) provides software (“Software”), services and support to the customer (“Customer” or “Licensee”) subject to the terms and conditions („Terms and Conditions“) described in this document.
- 1.2. The Software comprises the compiled object code of the software and any documentation, including example data sets and tutorial videos provided with the software.
- 1.3. The Software may, depending on the contract, be licensed for use at a customer’s PC (local installation) or for use through remote desktop connection on a PC in the cloud managed and provided by Gremse-IT (cloud-based solution).
- 1.4. Gremse-IT provides services and support related to the use of the software and cloud infrastructure.
- 1.5. The number of software licenses, cloud users and the extent and duration of the support are regulated in a separate license and support agreement.

## 2. Rights of Use (local installation)

- 2.1. The licensee shall receive the non-transferable and non-exclusive right to install and use the software on specific computers of the customer (local PCs, servers or laptops). Gremse-IT provides an installer via download link. Installation of the software requires admin rights.
- 2.2. The use of the Gremse-IT software requires a PC with Microsoft Windows 64-bit operating system or an Apple computer with MacOS with at least 8GB memory. Specific requirements may be mentioned in the quotation.
- 2.3. Gremse-IT recommends a computer with NVIDIA GPU with Cuda Compute Capability of at least 3.5. The customer needs to install a recent driver (not older than 6 months) for the NVIDIA GPU. Without such a GPU, the software is substantially slower, particularly on larger data sets.
- 2.4. Activation of the software requires a license file which is specific to the hardware system (PC) of the licensee. The hardware is encoded in a hash which is shown by our software at startup if a license is not found. The licensee is required to send the hash to Gremse-IT to receive a license file and place it at his computer to activate the software for this PC.
- 2.5. The license is valid and functional only for the PC the licensee provided the hash for. If the computer is broken, Gremse-IT will provide a new license for a new PC only within the duration of a support contract.
- 2.6. The licensee will not try to circumvent the licensing mechanism.
- 2.7. The installed software may restrict concurrent usage to a single or several concurrent users by means detecting the number of remote desktop connections. The number of allowed concurrent users may depend on the acquired license type. The licensee is not supposed to or allowed to circumvent this mechanism.

### 3. Rights of Use (cloud-based solution)

- 3.1. The customer shall receive the right to use the Gremse-IT software through the internet for several named users identified by their email addresses. The number of users depends on the contract.
- 3.2. The customer receives logins (user name and password) for each user and information how to log into the cloud-based solution.
- 3.3. Each login is allowed to be used only by the named user.
- 3.4. The cloud-based solution includes providing a powerful PC with NVIDIA GPU to the users, hosted by a Microsoft Azure, managed by Gremse-IT.
- 3.5. The use of the cloud-based solution may be subject to further terms set forth by the cloud provider Microsoft Azure.

### 4. Rights of Use (general)

- 4.1. The Software and the program documentation supplied with the same are protected by copyright. Unless otherwise stated in the Software, the program description and/or the program documentation of, in relation to the customer, all rights in the Software shall be owned exclusively by Gremse-IT. With respect to components or modules from other producers (third-party software) supplied with the Software, in particular Open Source Software, the applicable license terms to which reference is made in the Software, the program description and/or the program documentation shall apply.
- 4.2. Any documents and training videos as to the use of Licensed Software provided by Gremse-IT may exclusively be copied and used for internal purposes only.
- 4.3. All other rights to the software shall be reserved for the licensor. Therefore, without the licensor's prior written consent, the licensee shall not be entitled to reproduce or modify the software.
- 4.4. Any right of use granted in Licensed Software shall be limited to the Licensed Software in the object code and it shall not include the right to make any changes, to process and/or to modify Licensed Software in any other way. Inadmissible shall be retranslation of any program codes supplied to the Customer into other forms of code (decompilation) as well as any other types of reverse engineering of different production steps of Licensed Software; to the extent to which it cannot be waived, section 69e UrhG [Urheberrechtsgesetz – German Copyright Act] shall not be affected by this.
- 4.5. The Gremse-IT software is not intended and approved for diagnostic and therapeutic clinical use.

### 5. Term of the License

- 5.1. The license and support duration shall commence upon accepting the order.
- 5.2. The term of the license is shown on the confirmation of the order by Gremse-IT. In this respect, the following possibilities exist:
  - Permanent license (includes a limited period of support)
  - License for a definite time period (includes support for the time period)

### 6. Support

- 6.1. Gremse-IT shall provide support in case the software behaves erroneously or in disagreement with the provided documentation.
- 6.2. In case of an incident requiring support, the customer needs to inform Gremse-IT via email ([support@gremse-it.com](mailto:support@gremse-it.com)) and provide a description of the problem, to enable understanding or reproduction of the problem. The customer may also send example files to reproduce the problem which will be treated confidentially by Gremse-IT.

- 6.3. The duration of provided support is limited to the contracted period of support.
- 6.4. Gremse-IT will try to find a solution to the reported problem and reply swiftly to the customer (typically within 2 business days). The solution may involve sending a new version of the software to be installed by the customer which may take longer.

## 7. Liability

- 7.1. The software is provided and accepted by the licensee "as is". Liability of the vendor will be limited to a maximum of the original purchase price of the software. Gremse-IT will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or any economical disadvantage suffered by the licensee arising out of the use or failure to use the software.
- 7.2. The vendor makes no warranty expressed or implied regarding the fitness of the software for a particular purpose or that the software will be suitable for the specific requirements of the Licensee.
- 7.3. The Vendor does not warrant that the use of the software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
- 7.4. Liability according to the German Product Liability Law (Produkthaftungsgesetz) for a possibly agreed upon guarantee and owing to a culpable damage to life, limb or health always remains unaffected.
- 7.5. Any liability of the Licensor for lost data shall be limited to compensatory damages in the amount necessary for restoration of the data using electronic backup media. The obligation of Licensee to back-up data on a regular basis according to the state of the art shall remain unaffected thereby.
- 7.6. Unless otherwise expressly regulated above, our liability is excluded.

## 8. Confidentiality

- 8.1. The customer shall keep the copy of the Software supplied via on-line download, delivered original data storage media, if any, as well as possible backup copies in a place that is secured against unauthorized access of third parties.

## 9. Final Provisions

- 9.1. There are no additional agreements to this Agreement. Alterations or additions shall be valid only if in writing. This written form requirement may be waived only by a separate agreement, which itself must be in writing.
- 9.2. These terms shall also apply to later versions (Updates) and extensions (Upgrades) of the Software that is supplied to the customer during the term of the license, unless otherwise agreed at the time of the supply of the respective later version or extension.
- 9.3. This Agreement shall be subject to German law with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and such conflict-of-law rules according to which other than German law would be applicable. The place of jurisdiction shall be Gremse-IT's place of business.
- 9.4. Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in these Terms and Conditions.

9.5. In case of conflict between the German and the English version of these Terms and Conditions, the German version shall prevail.