

# GBT

## General Business Terms humanIT Software GmbH

As of July 2021

### § 1 General

(1) humanIT Software GmbH (humanIT) provides the end user (Licensee) with software (contract software) on the basis of this License Agreement. The Licensee's business terms and conditions do not apply to humanIT, even in the case that they contain provisions not covered in this License Agreement, and that humanIT does not explicitly contradict these.

(2) In the case that a public administration client enters a contract with humanIT, the relevant BVB (Special Contractual Terms)/ EVB-IT (Supplementary Contractual Terms for IT Procurement) apply in addition to those stated in this License Agreement.

(3) Additional agreements, supplements and amendments to this License Agreement require the written form to become effective. This also applies to the Written Form clause and the waiver of written form. No verbal subsidiary agreements have been made.

(4) In the event of individual provisions of this License Agreement becoming partly or fully void, not enforceable or incomplete, the remaining agreement shall remain intact. A void, non-enforceable or incomplete provision in this License Agreement shall be replaced by a valid and enforceable legal provision which comes closest to fulfilling the parties' economic goals as originally intended by the void, non-enforceable or incomplete provision.

(5) The exclusive place of jurisdiction is the head office of humanIT, insofar as this does not conflict with binding legal provisions.

### § 2 Terms of Use

(1) humanIT grants the Licensee the non-exclusive, non-transferable and non-sublicensable right to use the contract software for his own purposes.

(2) Contract software licensing terms are based on various license models. The respective license model chosen for each product is stated in the individual contract. Observation of the licensing terms is partly ensured by technical means (activation codes, dongles etc.).

(3) The Licensee is in addition entitled to make back-up copies of the software.

(4) The products must only be installed on devices that are the property of the Licensee or that have been leased by the Licensee and are on the Licensee's premises. No further copies may be made.



(5) Interventions of any kind in the software, including de-compilation, disassembly, reverse engineering and separation of constituent elements are not allowed.

(6) The Licensee is not permitted to let or lease the contract software to third parties. He may, however, permanently transfer all rights from this License Agreement to a third party, provided he retains no copy and the recipient agrees to the terms and conditions of this License Agreement as laid out in §2.

### § 3 Commercial Protection Rights, Trademarks and Copyrights

(1) The Licensee acknowledges that the contract software in all its components is subject to copyright protection and that all copyrights in the software are the property of humanIT or its licensors.

(2) The Licensee must retain unaltered the trademarks, program names and copyright text assigned by humanIT. The copyright text on the data carriers and accompanying material must not be removed by the Licensee. Furthermore, the Licensee agrees not to apply to register or otherwise take over the trademarks, other names and presentation for his own use.

### § 4 Warranty

(1) humanIT guarantees that the contract software is free of material and manufacturing defects that would substantially decrease the value or usability. Functional impairments due to causes other than material or manufacturing defects and which significantly decrease the value or usability of the contract software shall be corrected by humanIT as part of their customer service within a reasonable period of time.

(2) All error corrections as described in the above number 1 shall occur through improvement or replacement.

(3) humanIT provides no warranty for errors in the contract software resulting from modifications or extensions made by the Licensee.

### § 5 Limitation of Liability

(1) Liability for damage caused by lack of guaranteed features is limited to the scope of the guarantee. Guaranteed features are only those which are explicitly identified as such.

(2) In no event shall humanIT or its suppliers be made liable for any damage whatsoever (including without restriction damage from loss of business profits, disruption of manufacture, loss of business information or data, or other pecuniary loss), arising from use of the contract software or the inability to use the software. In all events, the liability of humanIT is restricted to the amount the Licensee actually paid for the software. This exemption does not apply to damage incurred intentionally or by gross negligence on the part of humanIT. Likewise, claims based on unalienable legal stipulations regarding product liability remain unaffected.



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