# General Terms and Conditions for Software Provided Free of Charge by Cedalo AG

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### § 1 Scope

(1) These terms and conditions contain the terms and conditions for software provided free of charge between you as the User (hereinafter referred to as "User" or "you") and us, Cedalo AG, Schnewlinstr. 6, 79098 Freiburg, Germany (hereinafter referred to as "Cedalo" or "we", for further details see imprint). Other terms and conditions shall not apply, even if we do not separately register our objection to them. Divergent, additional or conflicting conditions shall apply, only if they have been acknowledged by us in writing. This also applies if you submit or accept an offer having regard to the prior application of your own General Terms and Conditions of Business

(2) Individual agreements concluded with you in individual cases (including subsidiary agreements, supplements and amendments) take precedence over these Terms and Conditions for Software in every case. Subject to proof to the contrary, a written contract or our written confirmation is definitive for the content of such agreements.

(3) References to the application of statutory provisions are only for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these Terms and Conditions for Software

### § 2 Object of the contract

(1) The object of the contract is

   (a) the permanent provision as a download of the software produced free of charge by Cedalo.

   (b) the provision of the associated User documentation,

   (c)  the granting of the rights of use described in § 2.

(2) The software is transferred electronically.

(3) In particular, the following are not objects of the contract:

   (a) the creation of the system environment required for the use of the software. The installation of a properly functioning and with regard to the additional load caused by the software, an appropriately sized hardware and software environment for the software is the sole responsibility of the User;

   (b) the source code of the software

   (c) updates, further developments or any other version of the software;

   (d) services of another type (e.g. installation, configuration, software maintenance, training courses or seminars, telephone support) unless the User agrees with these separately in writing with Cedalo.

(4) The quality of the software is exclusively determined by the information on Cedalo's website regarding the software, which is provided free of charge. The page https://docs.cedalo.com/latest/docs/installation/#raspberry-pi describes which Cedalo products are installable on the RaspberryPi. The information provided there is to be understood as a description of performance, but does not constitute a guarantee. Any such expressly designated warranty requires a written declaration by the management of Cedalo.

### § 3 Conclusion of the contract

(1) The provision of the free software for download constitutes a binding offer for the conclusion of a contract. The User accepts the offer by clicking on the "Download" button. However, the User can only transmit their offer if the User has previously declared their agreement with the application of the present Terms and Conditions for Software.

(2) The contractual text in the form of the present Terms and Conditions of Software can be inspected at any time both on our website https://cedalo.com/terms-and-conditions/ and within the software. Beyond that,, the contractual text cannot be inspected and is not stored by us.

(3) English is the language of conclusion of the contract.

### § 4 Title and intellectual property rights, right of use

(1) Title and the intellectual property rights in the software remain as a matter of principle in full and at all times with Cedalo. The User is entitled solely to use the software in accordance with the following provisions of these Terms and Conditions for Software.

(2) The User is granted a simple, non-exclusive, temporally unlimited right to use the right to use the software for an unlimited period of time to the following scope:

   (a) The right of use includes the installation of the software, the loading into the main memory as well as the displaying and running of the installed software within the scope of the intended use by the User. The Intended use includes:

      (i) use for purely private purposes

      (ii) use for training and teaching purposes (e.g., for teaching at schools, trade schools, universities and in training companies) The intended use includes in particular not:

(1)    any form of commercial or industrial use

(2)    a use for research purposes

The intended use is limited to use of the software on a Raspberry Pi by one User.

(b)    The User is entitled to create a backup copy if this is necessary to secure future use. The User shall visibly affix the note "Backup Copy" as well as a copyright notice of Cedalo on the created backup copy.

(c)    Furthermore, the User is only entitled to reproduce, edit or decompile the software if this is permitted by law and only if the information required for this purpose is not made available by the manufacturer of the software or the licensor at the request of the licensee.

(3) If further rights are not granted to the User. In particular, the User shall not have the right to edit or reproduce the Software, in whole or in part, without Cedalo's prior express written consent.

● to edit or reproduce the Software, in particular to create derivative works based on the software or to edit the source code,

● to rent, lend or otherwise sublicense the sublicense,

● to publicly reproduce or make available the Software by wire or wireless means or to make it available to third parties in any other way, whether for a fee or free of charge, e.g. by way of application service providing or as "Software as a Service".

(4) With reference to Sec. 3 (1) No. 2 of the German Act on the Protection of Business Secrets Act (GeschGehG), the User's right of the User to reverse engineer is hereby expressly excluded.

(5) If the User uses the software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of use permitted), the User shall immediately acquire the rights of use necessary for the acquire. In this respect Cedalo offers chargeable versions of the software.

(6)  The User is not entitled to use the existing protection mechanisms of the software against unauthorized use, unless this is necessary in order to achieve trouble-free use. Copyright notices, serial numbers and other software identification of the Software may also not be removed or modified. The same applies to the suppression of the screen display of corresponding features.

(7) Cedalo retains the ownership or copyright of all offers and estimates quotations and cost estimates as well as the instructions, drawings, illustrations and other documents and aids provided. The User may not make these items accessible to third parties, disclose them, use them himself or through third parties, or reproduce them, either as such or in terms of content, without the express consent of Cedalo.

## § 5 Duties of the user, indemnity in the case of unlawful use of the Software

(1) The User undertakes to inspect the software to ascertain whether its specification matches the wishes and needs of the user. The user is aware of the material operating characteristics and conditions of the software.

(2) The User shall take appropriate precautions for the case that the software fails to work properly in full or in part (e.g by means of data backup, documentation of the use of the

software, malfunction diagnoses, regular checking of the results, emergency planning). It is the user's responsibility to ensure the correct operation of the working environment for the program.

(3) The user shall comply with the notices issued by Cedalo for the installation and operation of the software and be informed at regular intervals on current notices on Cedalo's website.

(4) The User shall take appropriate measures to secure the software against access by unauthorized third parties. In particular, backup copies of the software shall be kept in a protected place.

(5) In the event of a breach of the foregoing duties the User shall bear the associated penalties and costs.

(6) The User undertakes to use the software only in accordance with the applicable law, in particular statutes, official regulations and third-party rights and these Terms and Conditions for Software. The statutory provisions of the home state of the user and of Cedalo are definitive. The user undertakes not to engage in any actions, which breach applicable law. The user shall not use the software for;

● to send spam or other multiple or unsolicited messages in violation of applicable laws;

● to send or store libellous, obscene, threatening, defamatory or other unlawful or banned material, including material, which is harmful to children or breaches the rights of third parties; or

● to send or store material, which contains software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, representatives or programs.

The User accepts sole liability for content and for their use undertaken of the software and indemnifies and holds Cedalo harmless from all claims, actions and consequences of actions, losses or damage, which arise by virtue of the user's conduct contrary to the contract.

## § 6 Compensation / remuneration

Cedalo provides the software to the User free of charge. Cedalo does not collect (personal) data of the User neither at the conclusion of the contract nor during the use of the Software.

## § 7 Warranty and limitation of liability

(1) The user is aware that Cedalo provides the software free of charge. Rights of the user in the case of material defects and defects of title comply with the statutory provisions governing a gift. More extensive warranty rights do not exist..

(2) Cedalo's liability is excluded..

(a)    In accordance with the current state of the art it is impossible to guarantee that data communication over the internet is fault-free and/or available at all times. Insofar as Cedalo provides or performs services over the Internet, Cedalo makes every endeavour to maintain the availability of the services offered as uniformly consistent as possible. However, Cedalo shall not be liable in particular for the fact that products and/or services offered over the internet are unavailable from time to time.

(b)    In particular Cedalo accepts no liability for the susceptibility to errors of products or services, the functionality of which depends on the data or services of third parties.

(c) The foregoing limitation of liability applies also in favour of the legal representatives and vicarious agents of Cedalo, if claims are asserted directly against them.

(3) The foregoing disclaimer does not apply;

- in the case of culpable intent or gross negligence,

- to injury to life, limb or health,

- in the case of claims under the provisions of the Product     Liability Act and

- in the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation). A cardinal obligation is an obligation the fulfilment of which is essential for the proper execution of a contract and on the fulfilment of which the contracting parties may regularly rely. In the latter case, Cedalo's liability shall be limited to the amount of the damage which is foreseeable and typical for the type of business in question.

(4) Cedalo remains open to the plea of contributory negligence. In particular the User is subject to the duty of data security and of defence against malicious software in each case in accordance with the current state of the art.

## § 8 Amendments of the Terms and Conditions for Software or the services

(1) Cedalo reserves the right to change the Terms and Conditions for Software or the services offered,

(a) if the Terms and Conditions for Software or services have to be adapted to the applicable law, in particular in the event of a change in the legal situation, developments in case law or if Cedalo has to comply with a judicial or official decision,

(b) if technical or procedural changes that do not have a significant impact on the User make it necessary to change the Terms and Conditions for Software  or our services

(c) if Cedalo offers new or additional services that must be included in the Terms and Conditions for Software and this does not entail any disadvantages for the contractual relationship existing with the User, or

(d) if the changes to the Terms and Conditions for Software or the services are only legally advantageous for the User.

(2) The User will be notified of changes in writing, by fax or by e-mail. If the User does not object to this change within four (4) weeks after receipt of the notification, the changes shall be deemed accepted by the User. The User shall be informed separately of the right to object and the legal consequences of silence.

## § 9 Other provisions

(1) The law of the Federal Republic of Germany is applicable, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) Place of performance is Freiburg im Breisgau, Germany

(3) If the User is a merchant and has his registered office in Germany at the time of the order, the exclusive place of jurisdiction shall be Cedalo's registered office, Freiburg im Breisgau, Germany. However, Cedalo is also entitled to assert

claims at the User's place of business. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

(4) Furthermore, the parties are aware that the contractual software may be subject to export and import restrictions. In particular authorisation requirements may exist and/or the use of the software or the technologies associated therewith may be subject to restrictions abroad. The user shall comply with the applicable export and import control provisions, in particular those of the Federal Republic of Germany and the European Union, together with all other relevant provisions. Performance of the contract by Cedalo is subject to the reservation that performance does not conflict with any obstacle by virtue of national and international provisions of export and import law or with any other statutory provisions.