

End User License Agreement (Personal Edition)

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1. Subject of this EULA

The Licensor provides Licensee with a **Personal Edition** of the Software for **private study, individual prototyping, and non-commercial evaluation** for an **indefinite period** (hereinafter "Lifetime Term").

2. Features of the Software

- 2.1 The Software is a middleware that seamlessly distributes database load across multiple vendor-agnostic databases and can help organizations extend Kubernetes.
- 2.2 The versions of the Software provided for **the Lifetime Term** may have different names and/or offer fewer and/or different functions and/or features than commercially offered versions of the Software. The Licensor may, at its sole discretion, inform the Licensee of any such deviations via a communication channel chosen by the Licensor.
- 2.3 It is at the sole discretion of the Licensor to decide which features, functions and/or portions of the Software will be made available to the Licensee during the Lifetime Term. In general, the Licensee only receives the core components of the Software, which do not include all the functionalities.

3. Conditions of Lifetime Term

- 3.1 It is at the sole discretion of the Licensor to decide which requirements must be met by Licensee to be eligible for the Lifetime Term. To start the Lifetime Term, the Licensee must first register with the Licensor as specified by the Licensor to obtain a license key. The Lifetime Term shall commence upon Licensee's registration with Licensor in accordance with Section 3.1 sentence 2.
- 3.2 The License is granted for the **lifetime of the Software**. No extensions are required, and the license does not expire provided the Licensee remains in compliance with the terms of this EULA.

4. Granting of Rights

- 4.1 The Licensor retains all intellectual property rights (i.e. patents, designs, copyrights including copyright in software, database rights and any other intellectual property rights). The Licensor has filed a patent application with the European Patent Office in connection with the Software under application number EP24223023.3 and is the sole owner of all intellectual property rights relating thereto.
- 4.2 The Licensor is the sole owner of all intellectual property rights in the Software. All results, improvements and new developments and all intellectual property rights embodied therein or resulting therefrom (collectively the "**Developments**") belong exclusively to Licensor. This also applies if such Developments are based on suggestions, feedback, requirements, ideas, contributions, comments or other input from Licensee and/or Licensee's users.
- 4.3 The Licensor hereby grants to Licensee a geographically unlimited, royalty-free, non-exclusive, **revocable for good cause**, non-assignable, non-transferable, non-sub-licensable right to use the Software in compiled form (i.e. as an executable) **for the Lifetime Term** set forth in Section 3.2 for the purpose of **personal projects, non-commercial prototyping, and learning**. The Licensee is exclusively entitled to use the Software in accordance with the terms and conditions of this EULA.
- 4.4 The Licensee is in particular not allowed to
 - 4.4.1 use, exploit and/or copy the Software in whole and/or in part for **any commercial purpose, including but not limited to use in a production environment for a business, or generating revenue**, other than the prototyping purposes permitted in Section 4.3 of this EULA;
 - 4.4.2 make the Software available for use to the public by wire or wireless means in such a way that it is accessible to members of the public from places and at times of their choice (*making available to the public*);
 - 4.4.3 assign, transfer, and/or sublicense Software in whole and/or in part to affiliates of the Licensee and/or third parties;
 - 4.4.4 distribute, demonstrate and/or make available the Software in whole and/or in part to affiliates of the Licensee and/or any third parties against payment and/or free of charge; and
 - 4.4.5 reverse engineer, decompile, modify, edit and/or otherwise rework the Software in whole and/or in part and/or develop and/or create derivative works of the Software and/or to use and/or exploit the results created thereby.

5. Support and Updates

- 5.1 The Licensor **may** provide technical support during the Lifetime Term at its sole discretion, **without any legal obligation to do so**. The Licensee may contact the Licensor at any time with questions, feedback and/or feature requests regarding the Software.

- 5.2 The Licensor will provide updates to Licensee during the Lifetime Term in accordance with Licensor's version, update and upgrade plans and schedules.
- 5.3 During the Lifetime Term, the Licensor will provide communication channels for updates and technical support. Licensee may contact the Licensor via the official communication channels provided at the time of registration for any questions, technical issues, or feedback.

6. **No Fees**

The license and the services rendered under this EULA are free of charge for the duration of the Lifetime Term.

7. **Responsibilities**

- 7.1 The Licensee shall inform itself about the correct operation of the Software and its technical requirements. Any use of the Software is at the Licensee's **exclusive risk**. The Licensor shall have no obligation to pay any damages, costs, or expenses incurred by the Licensee as a result of using the Software. The Software is provided '**AS-IS**' and '**AS-AVAILABLE**' without any guarantees or warranties of any kind, whether express or implied. The Licensor does not warrant that the Software will meet Licensee's requirements, achieve particular results, or be error-free.
- 7.2 Licensee shall ensure that data is regularly backed up. Licensor's liability for loss of data, if a liability arises according to the applicable law, shall be limited to the cost of restoring the data if it had been properly and regularly backed up.
- 7.3 The Licensor is liable in accordance with the statutory provisions in the event of gross negligence, intent, fraudulent intent or a guarantee promise as well as in the event of injury to life, limb or health. Liability under the applicable product liability laws shall also remain unaffected.
- 7.4 In all other cases, the Licensor shall only be liable for the negligent breach of a material contractual obligation, i.e. an obligation that is essential for achieving the purpose of the contract (*Kardinalpflicht*). In the latter case, the liability of the Licensor shall be limited to the amount of damage that is foreseeable and typical for the contractual relationship. Compensation for lost profits is excluded. Additionally, as this Software is provided free of charge, any liability for damages is limited to **the maximum extent permitted by law**. Specifically, the Licensor shall not be liable for any financial compensation, and the total aggregate liability is capped at **EUR 0.00**, except in cases of intent or gross negligence.
- 7.5 The limitation of liability pursuant to **this Section 7** shall also apply to the personal liability of the Licensor's employees, representatives, and **vicarious agents**.

8. **Expiry | Termination**

- 8.1 This Agreement remains in effect until terminated by either party. The Licensee may terminate at any time by uninstalling the Software. The Licensor may terminate this

Agreement only for good cause (e.g., breach of license terms). The right to extraordinary termination for good cause remains unaffected.

- 8.2 Upon expiry and/or termination of the Lifetime Term, the Licensee forfeits all rights granted to it by the Licenser in this EULA.
- 8.3 Upon expiry and/or termination of the Lifetime Term, the Licensee is obliged to uninstall the Licenser's Software and to cease using it.

9. **Miscellaneous**

- 9.1 The Licenser may amend the provisions of this EULA at any time. Amendments to the provisions of this EULA shall be notified to the Licensee by email at least one (1) month before the proposed date of their entry into force. The Licensee may accept or reject the amendments. Consent shall be deemed to have been given by the Licensee if the Licensee has not notified the Licenser of its rejection before the proposed date of the changes taking effect. The Licenser shall expressly inform the Licensee of the effect of the approval in the email. In the event of rejection of the **amended provisions** by Licensee, the Licenser may terminate the EULA with immediate effect.
- 9.2 To comply with the written form requirement under this EULA, it is sufficient to send a signed document by post or email or to send a document with an enhanced electronic signature (e.g. DocuSign, Adobe Acrobat Sign).
- 9.3 The EULA is governed by German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Conflict of law provisions shall not apply. The courts at Hamburg, Germany shall have exclusive jurisdiction.
- 9.4 If any provision of this EULA is or becomes invalid, this shall not affect the validity of the remaining provisions. In this case, the Parties are obliged to agree on a provision that is legally valid and comes closest to the economic purpose of the invalid provision. The above provision applies accordingly to the closure of loopholes in this EULA.
- 9.5 Feedback Ownership: All feedback, suggestions, ideas, and usage data provided by Licensee during the Lifetime Term shall become the sole property of the Licenser. The Licenser may use such feedback and data for any purpose, including product improvement, feature development, and marketing, without any obligation to the Licensee.
- 9.6 Data Privacy & Compliance: The Licenser shall handle any personal data in compliance with the **EU General Data Protection Regulation (GDPR)**. Personal data (such as registration and contact details) will be processed solely for **licensing verification, account management, and providing necessary technical updates**. Licensee acknowledges and consents to the use of **third-party account management platforms (e.g., Salesforce)** to manage this data in accordance with standard industry security practices.