

General Terms and Conditions

of SEMODIA GmbH (status 24/04/2024)

1. Scope of application

1.1 These General Terms and Conditions (GTCs) govern the provision of software and hardware products and services, including workshops and data analyses, by Semodia GmbH (hereinafter "Semodia") to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). They apply to all current and future business relationships, unless expressly agreed otherwise.

2. Contractual bases and amendments

2.1 Contracts are concluded upon written order confirmation by Semodia. Semodia's offers are subject to change and non-binding.

2.2 Any amendments and supplements to the contract, including these GTC, must be made in writing. Individual agreements shall take precedence; the burden of proof lies with the party invoking them.

3. Use of MTP-Plattform

3.1 Upon payment, the user acquires the right to use the software and services via the MTP-Plattform without acquiring ownership rights. The use is subject to compliance with the provisions set out in the GTC and the order confirmation.

3.2 Registration on the platform requires complete and correct information. Users are responsible for the security of their access data and compliance with the terms of use.

3.3 Content that violates applicable law may not be uploaded or shared. Semodia reserves the right to remove such content.

4. Software usage rights

4.1 Use of the MTP-Engine (library software)

4.1.1 Semodia grants the user a non-exclusive, non-transferable, and time-limited right to use the MTP-Engine software solely for the purpose

specified in this agreement. The user may only use the software in the manner and scope approved by Semodia for their own business operations.

4.1.2 Any use of the MTP-Engine software beyond the specified purpose is prohibited without the prior written consent of Semodia. This includes in particular the modification, reverse engineering, decompiling or disassembling of the software.

4.2. Use of the MTP-Control-Engine (source code)

4.2.1 Trial use as binary

4.2.1.1 Semodia provides the MTP-Control-Engine free of charge in the form of binary files (binaries). These may only be used for test purposes. Any productive use or use in production environments is prohibited without a corresponding license.

4.2.1.2 Unauthorized or unlicensed use of the MTP-Control-Engine software will result in immediate termination of the trial license and may result in civil and criminal penalties.

4.2.2 Licensed use as source code

4.2.2.1 Semodia supplies the MTP-Control-Engine as source code together with a license for the agreed use. This license defines the scope and the conditions under which the source code may be used. Customers are obliged to comply with these conditions.

4.2.2.2 The source code of the MTP-Control-Engine may not be changed, modified or otherwise rewritten. Any change to the source code by the customer shall result in the immediate loss of all warranty and liability claims against Semodia. Exceptions require the express written consent of Semodia.

4.2.2.3 Semodia shall not be liable for any damages or disruptions caused directly or indirectly by unauthorized modification, use, or misuse of the source code. This disclaimer applies regardless of whether the damage was caused by the licensee or by a third party.

4.3 Software protection

4.3.1 All rights, titles, and interests in the software and all copies thereof remain with Semodia or its licensors. The software is protected by copyright laws, international copyright treaties, and other national and international laws.



4.3.2 The user agrees not to modify, sell, rent, lease, license, distribute, or create derivative works based on the Software without the express written permission of Semodia.

5. Terms of payment

5.1 The prices correspond to the information in the offer or the order confirmation and include the statutory value added tax. Payments must be made on time in accordance with the agreed conditions.

5.2 In the event of default in payment, default interest shall be due in accordance with the statutory provisions. Semodia reserves the right to withhold further deliveries and services in the event of default of payment.

6. Delivery and Cooperation Obligations

6.1 Compliance with delivery deadlines is subject to the fulfillment of the customer's obligations to cooperate. In the event of non-fulfillment by the customer, the deadlines shall be extended accordingly.

6.2 Force majeure and other uncontrollable events may lead to an adjustment of delivery times.

7. Warranty and liability

7.1 Semodia warrants that the software meets the agreed requirements and enables customary use. In the event of material defects, Semodia shall repair or replace the software at its discretion.

7.2 Semodia's liability is limited to intent, gross negligence, and the breach of material contractual obligations. Liability for slight negligence is limited to the foreseeable damage typical for the contract, unless personal injury or damage to health is involved.

8. Copyright and data protection

8.1 Semodia guarantees that the software provided is free of third-party rights. In the event of infringements of property rights, Semodia shall procure a right of use at its discretion.

8.2 If the Software contains Open Source Software (hereinafter also referred to as "OSS"), this is listed in the Readme_OSS.md file of the Software (or the corresponding file); alternatively,

the corresponding file will also be made available on request by email or download link up to three (3) years after purchase of the Software. The same applies to the corresponding source code.

The user is entitled to use the Open Source Software beyond the intended use in accordance with the applicable OSS license terms, if he enters into license agreements with the respective rights holders under the terms of the respective OSS license. These OSS license terms are attached to the Software and take precedence over these Semodia terms and conditions, in particular with regard to any copyleft effects. The OSS license terms also take precedence insofar as they grant the customer certain rights of use also with regard to proprietary components due to the connection of OSS components with proprietary components or such rights of use are to be granted by Semodia under the OSS license terms. Semodia will make the OSS source code available to the user or a third party upon request against payment of a corresponding reimbursement of expenses, insofar as the license terms for the OSS provide for such a release of the source code. A corresponding request should be addressed to: info@semodia.com.

