

## **DigiPara Elevatorarchitect: End User License Agreement (EULA) / Terms of Service (TOS)**

### **1. Object of License**

- a) Object of this Agreement is the granting of a non-transferable, non-exclusive right to use the contractual software “DigiPara Elevatorarchitect” (hereinafter the “Software”) as well as the respective related documentation for the term of the Agreement. The Software is an additional tool for the software product Autodesk Revit for the planning and calculation of elevators. The Software is licensed, not sold.
- b) These license terms apply accordingly to upgrades and/or updates of the Software.
- c) The rights of use are granted to the user (hereinafter the “Licensee”) by DigiPara AG (hereinafter the “Licensor”).

### **2. Activation of the Software/Program Lock**

- a) The Software is provided with software protection and has to be activated with an activation code in order to use the Software functions. The activation code will be provided to the Licensee by the Licensor upon registration. In order to receive the activation code, the Licensee must provide the Licensor with his/her full name and a valid email address. The Licensor provides a registration form for this purpose.
- b) The Licensee is not permitted to pass on the registration code to third parties in any way either on its own or in combination with the Software.

### **3. Scope of Use**

- a) The scope of the right of use is subject solely to the contents of this License Agreement.
- b) Accordingly, upon receipt of the registration code the Licensee obtains a non-exclusive right to use the Software in such a way as to use the contractual Software plus the related documentation in accordance with its intended purpose, i.e. for the planning and calculation of elevators with the software product Autodesk Revit. Any further rights are not transferred. The software product Autodesk Revit is not subject of this Agreement.
- c) Use and/or exploitation rights exceeding the use of the licensed product according to its intended purpose are not transferred. It is prohibited to modify, edit, translate, decompile or disassemble, incorporate into another product, rent or lease the Software in any way.
- d) “Use“ within the meaning of this Agreement means any permanent and/or temporary, complete and/or partial reproduction or copying of the Software by means of loading into the main memory, any display, run, transfer and/or storage of the machine-readable Software, if this occurs in order to process the respective program functions, reengineer the instructions and data contained in the Software or to observe, examine or test the program functions contained therein. The storage, transfer and display of the Software on data processing

machines as well as the use of printed licensed material in order to assist in the aforementioned acts also constitute contractual use.

e) The Licensee is not permitted to grant sub-licenses to third parties.

f) The Licensee undertakes to ensure that everyone using the licensed product complies with these license terms. Further, the Licensee undertakes not to make the Licensor's programs accessible, be it in original version or in form of complete or partial copies.

g) The Licensee undertakes to ensure prior to the destruction, sale or other transfer of data carriers and/or data processing equipment that contractual Software stored thereon/therein is completely and irretrievably deleted.

h) The contractually granted rights of use notwithstanding, the Licensor retains all rights to the licensed material including any and all copies or partial copies thereof made by the Licensee. The ownership of the Licensee of data carriers, data storage and other hardware is not affected by this provision.

#### **4. User Fees**

The Software is provided free of charge.

#### **5. Warranties/Exclusion of Liability/Non-binding Work Result**

a) The Software is intended to make planning and calculation of elevators in Autodesk Revit easier and in this context merely provides a non-binding recommendation for the planning and calculation of elevators. In particular, the Licensee undertakes to always have the elevator planning and calculation reviewed by the respective elevator manufacturer. Any liability for the work results of the Software by the Licensor is expressly excluded.

b) The Software has been developed according to prior art. Specific features within the meaning of the German Civil Code are not guaranteed for the Software.

c) The Software is provided free of charge. Any warranties are therefore excluded.

d) Any liability of the Licensor is in each case limited to damages caused by gross negligence or willful intent and to damages resulting from an injury to life, body or health as well as to claims based on the German Product Liability Act.

## **6. Term of Agreement**

- a) This Agreement becomes effective upon activation of the Software and automatically expires 12 months after activation. By a renewed activation of the Software according to No. 2 of the Agreement, the Agreement may be extended by another year, respectively.
- b) The Agreement may be terminated at any time.
- c) Upon expiration/termination of the Agreement, the Licensee is obligated to surrender the original as well as any and all copies and partial copies of the Software to the Licensor. Software recorded on record carriers of the Licensee must be fully deleted instead of surrendered.

## **7. Data Protection**

The Licensor will collect, process and use personal data solely to the extent this is required for the formation, substantive set up and modification of the contractual relationship entered into with the Licensee. Personal data on the use of the contractual services will be collected by the Licensor solely in order to facilitate the use of these services. The data of the Licensee will not be passed on to third parties. Upon expiration/termination of the Agreement, the data of the Licensee will be deleted unless he/she expressly consented to a continued processing and use of his/her data. In this case, the Licensee may inquire about the data stored at the Licensor's and have them modified or deleted. The Licensee may revoke his/her consent at any time.

## **8. Miscellaneous**

- a) This Agreement is subject to the laws of the Federal Republic of Germany excluding the UN sales convention.
- b) Venue for merchants, legal entities under public law is Germany, Cologne.
- c) The invalidity of individual provisions of this Agreement does not affect the validity of the remaining provisions. To replace the invalid provision the parties undertake to agree on a valid stipulation whose economic effect corresponds to the extent possible to that of the invalid provision.

Stand August 2017