



Relevant data in sight, not mountains of data on your file server.

# **End User License Agreement (EULA)**

Version 1.0 as of January 21, 2021

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## § 1 Subject of this Contract

Software within the meaning of this license agreement means the software in the object code, in the version and with the specification as specified in the relevant software product data sheet from migRaven GmbH. The software consists of machine-readable instructions and/or printed documentation and associated license materials.

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Software components from third-party software manufacturers that are included in the scope of delivery are subject to separate license agreements, which come with the software or which will be sent to you upon request by migRaven GmbH.

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The migRaven GmbH grants you a time-limited, non-exclusive and non-transferable license to use the software for the number of AD accounts you have purchased. Unless you purchase additional licenses, you may not use the software beyond the maximum number of AD accounts you have purchased or beyond the hardware type specified.

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All download products provided by migRaven GmbH were selected with the greatest care, set up and, if they come from third parties, adopted unchanged. However, you remain solely responsible for checking that the download products provided are up to date and usable for your own purposes and on your own system. The software products are downloaded at your own risk. In particular, the migRaven GmbH is not liable for transmission errors and/or disruptions in data exchange during the download (line failure, connection interruptions, server failures, data corruption, etc.).

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If the software is purchased by the licensee directly from an authorized reseller (hereinafter referred to as "reseller"), the right to install and use the software may be subject to additional software license terms and conditions agreed between you as licensee and the respective reseller.

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Within the scope of this agreement, migRaven GmbH also grants neither guarantees nor assurances of any kind, regardless of whether these may be express or tacit.

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## **§ 7 General Limitation of Liability**

Neither migRaven GmbH nor its suppliers are liable for any consequential or indirect damages, including all such damages that arise due to or in connection with a business interruption or as a result of lost profits or sales, lost data or due to capital costs incurred.

The migRaven GmbH and its suppliers are also not liable for further incidental and consequential costs resulting from damage or for other losses, costs or expenses of a similar nature that may arise due to possession, sale, use, impossibility of use or due to the use of the software, and regardless of whether such claims for damages are asserted based on warranty, contract, tort or any other legal theory.

The liability of migRaven GmbH for direct damages caused as a result of a breach of contract and/or other actions or omissions by migRaven GmbH that have not yet been excluded or that cannot be completely excluded due to the mandatory applicable legal provisions are limited to a maximum amount € 250,000. Any other liability for direct damages is excluded. Damage caused by migRaven GmbH, but based on slight negligence, is excluded to the extent permitted by the applicable legal provisions.

The liability limitations and exclusions from this contract do not apply with regard to damages for which migRaven GmbH's liability is mandatory according to the applicable legal provisions and cannot be limited to a maximum amount (e.g. liability for physical injuries and damage to health, product liability, behavior with intent, fraudulent, incorrect information).

## § 8 Miscellaneous

If any provision in these terms and conditions or in any other agreement subject to the terms and conditions of this agreement is found to be invalid or unenforceable (in whole or in part), the validity of all other provisions will remain unaffected, unless compliance with the remaining provisions would impose an unreasonable hardship on one or the other contracting party, even taking into account the alternative application of the relevant legal provisions under applicable law to compensate for the legal gap.

If you or the licensee do not pay the license fees due and/or as the licensee do not fulfill essential provisions in these license conditions, migRaven GmbH reserves the right to terminate the license. In the event of any termination of the licenses, you must immediately return all copies of the software in your possession and remove them from your hardware. The respective complete return and removal of the software copies or the destruction of these copies must be confirmed in writing.

Neither you nor migRaven GmbH are responsible or liable for the failure of the respective party to fulfill its obligations if the reason for the non-performance is beyond the control of the respective party (force majeure).

Any changes and/or additions to these license conditions are only valid if made in writing.

## § 9 Final Provisions

The place of jurisdiction for all disputes in connection with a contract concluded between migRaven GmbH and a customer is Berlin if the customer is a merchant, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany.

The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the international sale of goods.