



Community License UMH

Version: 2025-02-06

(hereinafter referred to as the “Community License”)

between

UMH Systems GmbH
Venloer Str. 310-316
50823 Köln

(hereinafter referred to as “UMH”)

And

Customer subscribing the UMH Software as set forth herein

(hereinafter referred to as “Customer”)

(UMH and Customer are hereinafter referred to collectively as “Party” or “the Parties”)



Preamble

UMH provides data application solutions and services with the possibility of the integration of Industrial IoT-devices to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB)

This Community License shall regulate the use of the Community Edition of UMH Software developed and owned by UMH. The goal of this Community License is to enable Customer to be able to use the Community Edition. Customer may use the Community Edition solely for the purposes of extracting data as set forth herein. Customer will not use the Community Edition to control or configure machines as set forth herein.

The Community Edition includes limited features of UMH Software and does generally not include any support services. Customer can acquire the UMH Software with unlimited features, included support services and higher service levels under the terms and conditions of the Community License, available at <https://www.umh.app/pricing>.

Now, therefore, the Parties agree as follows:

1 Definitions

- 1.1 “Agent” means the client software needed to setup, configure, update, and maintain the Data Infrastructure, providing customer access to the backend from compatible devices.
- 1.2 “Backend” means a shared instance of the Cloud Software that connects the Frontend and the Agent, facilitating information exchanges and updates for the Frontend, Agent, and Data Infrastructure, along with other metadata for enforcing this agreement.
- 1.3 “Cloud Software” means any standard, not customized or modified, Cloud Software-as-a-service solution provided by the UMH to Customer specified within the Documentation, irrespective of the technical solution including the Documentation itself. This includes, but is not limited to, the Frontend and the Backend.
- 1.4 “Community Edition” means the basic features of the Software available to Customer free of charge, as described at <https://www.umh.app/pricing>.
- 1.5 “Confidential Information” means any commercial or technical information in whatever form which it is disclosed by one Party to the other Party and which would be regarded as confidential by a reasonable business person. This shall include, without limitation, all business, statistical, financial, marketing and personnel information, Data and Information, Customer or UMH details, know-how, designs, trade secrets or software of the disclosing Party or any information that is marked as "Confidential".
- 1.6 “Data Infrastructure” means the software installed by the Agent for exchanging data with 3rd party industrial equipment and software (e.g., a PLC or a MES), processing this data in batch and/or stream processing, storing this data temporarily or permanently, and then exchanging this data with any other 3rd party IT software running in the Customer infrastructure. This may include: (1) the ‘united-manufacturing-hub’ Helm Chart, and (2) ‘benthos-umh’
- 1.7 “Data” means all Works, information, including but not limited, to information relating to their businesses, operations, finances, planning, facilities, products, techniques and processes, personal and non-personal data and/or records that Customer makes available to UMH, in particular via but not limited to the use of the Cloud Software.



- 1.8 “Documentation” means an electronic documentation of the requirements and functionality of the Software in English and/or German language, accessible via <https://docs.umh.app>.
- 1.9 “Frontend” means a web interface to a shared instance to which Customer has an encrypted and secured access and that provides the frontend functions, accessible via <https://docs.umh.app>.
- 1.10 “Open Source Software” means Software that is licensed under conditions that fulfil the requirements of the Open Source Definition of the Open Source Initiative as of 2007, available at <https://opensource.org/osd/>.
- 1.11 “Prohibited Content” shall have the meaning as set forth in Section 4.2 of this Community License.
- 1.12 “Software” means any standard, not customized or modified software solution provided by the UMH to Customer, irrespective of the technical solution. The foregoing includes but is not limited to the Cloud Software, the Agent and the Data Infrastructure including the respective Documentation.
- 1.13 “Subcontractors” means any contractors, subcontractors or other vendors of UMH. Subcontractors must be carefully chosen and evaluated by UMH concerning in particular the capability of the Subcontractor concerning the cybersecurity and data protection compliance.
- 1.14 “User” means any natural person accessing any Software under this Community License.
- 1.15 “Works” means all data and other information (tangible and intangible) resulting from, and/or generated or made in the performance of the Cloud Software under the terms of this Community License, including without limitation writings (irrespective of whether in written, oral or electronic form), inventions and work products (including but not limited to patents, inventions, copyrightable material or trade secrets).
- 1.16 The words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words; and any headings are inserted for convenience only and shall not affect the interpretation of this Community License.

2 Subject Matter; General Terms and Conditions of the Customer

- 2.1 The Software is only intended for the use by entrepreneurs within the meaning of Sect. 14 of the German Civil Code (BGB). The Customer represents and warrants that Customer uses the Software exclusively as an entrepreneur within the meaning of Sect. 14 BGB. UMH reserves the right to verify Customer's status as an entrepreneur within the meaning of Sect. 14 BGB at any time, in particular based on the information and documents to be provided in connection with the conclusion of the contract; upon request, Customer shall immediately provide UMH with any additional evidence required for this purpose.
- 2.2 The Customer's general terms and conditions shall only become part of the contractual relationship between the Parties if UMH expressly agrees to Customer's general terms and conditions in writing.



3 Provision of the Software and services by UMH

- 3.1 UMH shall provide Customer with access to the Community Edition as specified in this Community License. Customer's access to the Software under this Community License is limited to **1 User** and **1 parallel instances** of the Software.
- 3.2 UMH provides Customer with access to the Frontend via the internet. The access point to Customer shall be network access, (i) via a web interface to the Frontend and (ii) access via the Agent to the Backend.
- 3.3 UMH provides Customer with access to the Backend via the Agent on compatible devices as specified in the Documentation using a private key and an authentication token.
- 3.4 Customer can generate and configure ready-made installation commands to install the Agent and the Data Infrastructure on compatible devices as specified in the Documentation in the Frontend and configure the Agent on compatible devices as specified in the Documentation for access to the Backend.
- 3.5 The usage requirements and the scope of the services to be provided by UMH are set out in the Documentations.
- 3.6 UMH may change or discontinue the Software or individual features or parts thereof at UMH's sole discretion at any time. UMH also reserves the right to offer optional extensions and further developments only against payment under an additional license to be concluded.
- 3.7 UMH may engage Subcontractors for the provision of any services under this Community License at UMH's own discretion.

4 Customer's Obligations; Prohibited Content and Service Exclusions

- 4.1 Customer may use the Software only in accordance with this Community License and for its intended purposes as set forth in the Documentations. This includes at least, as far as relevant:
 - a) To use the Software solely for the purposes agreed in this Community License;
 - b) to use the Software in compliance with all applicable laws, regulations and other third party requirements;
 - c) not to use the Software for any illegal activities violating any applicable laws or regulations nor bypass, remove, defeat, avoid, deactivate or otherwise circumvent protection or authentication mechanisms;
 - d) not to pass on private login credentials including but not limited to authentication keys and tokens to any third party other than those agreed between the Parties.
- 4.2 Customer warrants that the Data does not infringe any third-party rights or otherwise violate applicable law (e.g. data protection regulations) ("Prohibited Content") and may be used by UMH for the purposes described herein.



- 4.3 UMH is entitled to block or remove Prohibited Content; the same applies if UMH is obliged to do so by law, on the basis of a complaint by a third party, a court judgement or an official order.
- 4.4 Customer represents and warrants that Customer will comply with all applicable legal provisions, in particular copyright, fair trading, youth protection and data protection laws, when using the Software.
- 4.5 UMH shall be entitled to block the Customer's access to the Software, taking into account the interests of both Parties, if
- a) there are indications that the Customers access credentials have been or are being misused, or that the access credentials have been or are being provided to an unauthorised third party
 - b) there are indications that third parties have otherwise gained access to the Software provided to the Customer
 - c) the blocking is necessary for technical reasons
 - d) UMH is legally, judicially or officially obliged to block the Data
 - e) the Customer uses the Software in connection with Prohibited Data
 - f) the Customer has provided incorrect or invalid contact details and communication between UMH and the Customer is no longer possible; or
 - g) the blocking is necessary to avert imminent damage to UMH, the Customer or third parties or to minimise damage that has occurred
- UMH will notify the Customer of the blocking, including the reasons for it, in text or written form no later than one working day before the blocking comes into effect and enable the Customer to comment on the blocking, insofar as the notification and/or waiting for the comment is reasonable, taking into account the interests of both Parties, and is compatible with the purpose of the blocking. UMH shall unblock the use of the Software by the Customer if the reason for the blocking no longer applies.
- 4.6 The Customer will indemnify UMH against all third-party claims asserted against UMH due to the use of the Software by the Customer or due to UMH's use of the Data in accordance with this Community License.
- 4.7 UMH shall inform the Customer immediately of any claims asserted by third parties and provide the information and documents required for the defence upon request. In addition, UMH shall either leave the defence to the Customer or undertake it in consultation with the Customer. In particular, UMH shall neither recognise nor dispute claims asserted by third parties without consulting the Customer. The provisions of this clause shall apply accordingly to contractual penalties and court or official fines and administrative penalties, insofar as the Customer is responsible for them.

5 Open Source Software



UMH uses third-party Open Source Software within the Software. UMH has no exclusive rights to third-party Open Source Software. UMH does not grant any rights to Open Source Software beyond the use of the Software as specified in this Community License. Further rights of use to Open Source Software included in the Software can be acquired by Customer to the extent necessary according to this Community License directly from the respective licensor under the applicable license terms. UMH will provide all license information and other information as far as required by the respective applicable Open Source Software license and undertakes to comply with all applicable Open Source Software licenses.

6 License Grant

- 6.1 UMH grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, worldwide right to use the Community Edition of the Cloud Software in accordance with this Community License. For the avoidance of doubt, the grant of rights also applies to a new or updated version of the Cloud Software.
- 6.2 UMH grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, worldwide right to use and copy the Agent on **1 device** specified accordance with this Community License. For the avoidance of doubt, the grant of rights also applies to a new or updated version of the Local Software.

7 Warranty

- 7.1 UMH's warranty does not cover any defects in the Software or any services provided under this Community License, except in case of fraudulent concealment of a defect.

8 Liability

UMH shall be liable within the scope of the statutory regulations only in accordance with the following provisions:

- 8.1 UMH shall be liable for damages caused intentionally or by gross negligence or for injuries to life, body and health in accordance with the statutory provisions.
- 8.2 Any other liability of UMH – on whatever legal grounds – than as described in the foregoing provisions is excluded.
- 8.3 The above limitations of liability shall also apply to all employees, agents and bodies of UMH as well as Subcontractors.

9 Ownership of Data

- 9.1 All Data provided to UMH by and/or on behalf of Customer, irrespective of how the Data is provided to UMH and irrespective of the format or storage medium shall remain with the Customer or the respective owners. UMH shall acquire no rights therein, unless such rights are necessary for the provision of the services hereunder (such as the right to copy and make available the data for the Customer).
- 9.2 Any Data will only be Processed by UMH to fulfil this Community License.



- 9.3 Customer grants UMH a non-exclusive, spatially and temporally unlimited right of use to the Data to the extent that this is necessary for the fulfilment of this Community License. UMH shall in particular be entitled to reproduce Data for the purpose of operating the Software and for backups and to grant sub-licences to its vicarious agents, insofar as this is necessary for the fulfilment of this Community License, and to use Data for training and the further development of the Software.

10 Privacy

If UMH processes any personal data within the meaning of the Regulation (EU) 2016/679 ("GDPR") on behalf of the Customer when performing its obligations under this Community License, the Parties will set down their intention that Customer shall be the data controller and UMH shall be a data processor. In that case, the Parties will enter into a data processing agreement in compliance with the applicable privacy laws.

11 Confidentiality

- 11.1 During the Term of this Community License, neither Party shall disclose Confidential Information to any third party (save for as permitted by this Community License) and shall only release the Confidential Information to those of its directors, officers or employees for whom the knowledge of the particular Confidential Information is required to fulfil the purpose of this Community License.
- 11.2 Each receiving Party shall treat Confidential Information with the same degree of care and apply no lesser security measures than it exerts to its own confidential information. The receiving Party warrants that these measures provide adequate protection against unauthorized disclosure, copying or use. The receiving Party shall make no commercial use of the Confidential Information or use it otherwise than for the purpose of this Community License.
- 11.3 Confidential Information may be disclosed if and to the extent:
- a) it is required by law, court order or other authority of competent jurisdiction or any regulatory or governmental authority to which the receiving Party is subject, but in each case only to the extent required and for the purpose of such disclosure;
 - b) the receiving Party reasonably considers it necessary to disclose the information to its professional advisers, auditors or bankers provided that it does so on the basis of binding and legally valid terms protecting the respective information;
 - c) the information has entered the public domain through no fault of the receiving Party;
 - d) the information was previously disclosed to the receiving Party without any obligation of non-disclosure; or
 - e) the Party, owning the information which is to be disclosed, has given its prior consent in writing,

provided that in any of the circumstances specified in the aforementioned sub-clauses a) and b) the receiving Party shall give the disclosing Party as much notice of such disclosure as possible (to the extent legally permissible) as early as possible.



12 General

- 12.1 This Community License is subject to German law, excluding the CISG and German International Private Law.
- 12.2 Contractual language is English only.
- 12.3 The courts of Cologne, Germany, have exclusive jurisdiction over any disputes arising out of or in connection with this Community License.
- 12.4 Should any provision of this Community License be or become invalid, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Community License.