



# Enterprise License for the Use of UMH Software

**Version: 2025-02-06**

(hereinafter referred to as the “Enterprise 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 and in the Order Form

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

Now, therefore, the Parties agree as follows:

## 1 Definitions

- 1.1 Unless the context otherwise requires, the following definitions apply:
  - 1.1.1 “Affiliates” means, in relation to any Party, a Subsidiary of that person or a Holding Company of that Party or any other Subsidiary of that Holding Company.
  - 1.1.2 “Agent” means the client software needed to setup, configure, update, and maintain the Data Infrastructure, providing customer access to the backend from compatible devices.
  - 1.1.3 “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.
  - 1.1.4 “Customer Infrastructure” means all devices, virtual machines, either on-premise in the customer's facilities or in a cloud account of the customer (e.g., at AWS, Azure).
  - 1.1.5 “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”.
  - 1.1.6 “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.
  - 1.1.7 “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’
  - 1.1.8 “Documentation” means an electronic documentation of the requirements and functionality of the Cloud Software in English and/or German language, accessible via <https://docs.umh.app>



- 1.1.9 “Frontend” means a web interface to a shared instance to which Customer has an encrypted and secured access and that provides the frontend functions as specified in the Order Form.
- 1.1.10 “Holding Company” means, in relation to a Party, any other person in respect of which it is a Subsidiary.
- 1.1.11 “Open Source Cloud Software” means Cloud 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/>.
- 1.1.12 “Order Form” means a document specifying the Cloud Software and the commercial details as agreed between the Parties.
- 1.1.13 “Processed” means any operation or set of operations which is performed on Data or on sets of Data in electronic format, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.1.14 “Prohibited Content” shall have the meaning as set forth in Section 14.4 of this Enterprise License.
- 1.1.15 “Cloud Software” means any standard, not customized or modified, Cloud Software-as-a-service solution provided by the UMH to Customer specified within the Order Form, irrespectively of the technical solution including the Documentation for the Cloud Software. This includes, but is not limited to, the Frontend and the Backend.
- 1.1.16 “Local Software” means any standard, not customized or modified, Local Software solution provided by the UMH to Customer specified within the Order Form, irrespectively of the technical solution including the Documentation for the Local Software. This includes, but is not limited to, the Agent and the Data Infrastructure.
- 1.1.17 “Subsidiary” means an entity of which a Party has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and “control” for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.
- 1.1.18 “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.
- 1.1.19 “Software” means the Cloud Software and the Local Software together.



1.1.20 “Updates” has the meaning as defined within Section 4.6

1.1.21 “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 Enterprise 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).

1.2 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 Enterprise License.

## **2 Order of documents**

The following order of documents and Annexes shall apply, with a document of higher order superseding documents of lower order.

- a) DPA, as the case may be (highest order)**
- b) Order Form**
- c) Service Level Agreement (SLA)**
- d) This Enterprise License**



### **3 Subject Matter; Conclusion of the Enterprise License; general terms and conditions of the Customer**

- 3.1 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.
- 3.2 The Enterprise License is concluded by executing this document and the Order Form in writing or in an electronic form that complies with Regulation (EU) No. 910/2014 (eIDAS Regulation) and fulfils the functions of the written form in a comparable manner.
- 3.3 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.

### **4 Provision of the Software and services by UMH**

- 4.1 UMH shall provide Customer with access to the Software with all functionalities and as specified within the Order Form for the term of this Enterprise License:
- 4.1.1 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.
- 4.1.2 UMH provides Customer with access to the Backend via the Agent on compatible devices as specified in the Order Form using a private key and an authentication token.
- 4.1.3 Customer can generate and configure ready-made installation commands to install the Agent and the Data Infrastructure on compatible devices as specified in the Order Form in the Frontend and configure the Agent on compatible devices as specified in the Order Form for access to the Backend.
- 4.2 The usage requirements and the scope of the services to be provided by UMH are set out in the Order Form. The customer shall have no claim to a specific design or specific functionalities of the Software and the services to be provided by UMH other than those specified in the Order Form and this Enterprise License.
- 4.3 The Software corresponds to the current industry standard during the term of the Enterprise License and UMH will maintain the Software in a condition suitable for use in accordance with this Enterprise License.
- 4.4 The Software is to be provided with the Documentation in text form and comprising at least the agreed scope of functions. The Documentation must be sufficient for an average user to use the Software without the support of UMH.



- 4.5 All the aforementioned services in Clause 4 of this Enterprise License are included in the remuneration as set forth in Clause 13.
- 4.6 UMH shall ensure the ongoing further development of the Software, in particular for security reasons and to adapt to changes in the binding law, and make corrections, patches, updates, upgrades, new versions (jointly referred to as "Updates") of the Software available to Customer. After any Update of the Cloud Software, the associated Documentation will be updated accordingly. If an updated version of the Cloud Software results in a change of the system requirements, UMH will inform Customer in advance so that Customer is able to comply with the new system requirements.
- 4.7 If UMH makes changes to the Software and adaptations on behalf of the Customer, service law shall apply. The exclusive rights to all such changes and adaptations as well as other work products of UMH shall remain with UMH. The Customer shall be granted rights of use to such changes and adaptations exclusively to the extent described in this Enterprise License. The same shall apply to the implementation of any feedback from the Customer by UMH.
- 4.8 If the implementation of an Update may have an influence on the productivity of the Software at Customer, the Update must be installed within a maintenance window to be agreed with Customer.
- 4.9 UMH shall be entitled to add additional functions to the services to be provided at any time. Unless otherwise agreed, functions introduced by UMH after conclusion of this contract shall be deemed to be additional services provided free of charge. However, UMH shall then be entitled to discontinue these services after weighing up the interests of both Parties at UMH's sole discretion. UMH also reserves the right to offer optional extensions and further developments only against payment of additional remuneration and by concluding a supplementary Enterprise License.
- 4.10 UMH may change, restrict or discontinue the functional scope of the Software and the services to be provided under this Enterprise License to the extent reasonable for the Customer. Such a change shall be deemed reasonable in particular if it only affects insignificant components of the services to be provided by UMH (such as mere design or presentation changes which do not or only slightly impair the functionality of the Software or the services to be provided) or becomes necessary for good cause. Good cause shall be deemed to exist in particular if
- a) there are disruptions to the provision of services by subcontractors of UMH,
  - b) the change is necessary for safety reasons,
  - c) the amendment is necessary due to changes in legislation or case law, or
  - d) there are similar important reasons which, when weighed against the interests of the Customer, make the change in question reasonable for the Customer.
- 4.11 UMH may engage subcontractors for as vicarious agents for the provision of any services under this Enterprise License at UMH's own discretion.

## **5 Customer's Obligations**



Customer shall support UMH to the best of its ability in the provision of its services free of charge and shall fulfil all reasonable and necessary obligations to cooperate and provide assistance without delay. This includes at least, as far as relevant:

- a) To use the Software solely for the purposes agreed between the Parties;
- b) to use the Software in compliance with all applicable laws, regulations and other third party requirements;
- c) to ensure that the technical requirements to use the Software as agreed between the Parties set forth in the Order Form are met;
- d) to regularly conduct backups of any Data submitted to UMH while using the Software;
- e) 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;
- f) not to use the Software for any purposes other than those agreed between the Parties;
- g) 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.

## **6 Open Source Software**

UMH uses third-party Open Source Software, both in the Cloud software and the Local Software. UMH has no exclusive rights to third-party Open Source Software components. UMH does not grant any rights to Open Source Software components beyond the use of the Software as specified in the Order Form and this Enterprise License. Further rights of use to Open Source Software included in the Software can be acquired by Customer to the extent necessary according to the Order Form and this Enterprise License directly from the respective licensor under the applicable. 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.

## **7 License for the Cloud Software**

- 7.1 UMH grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, worldwide right to use the Cloud Software in accordance with the Order Form and this Enterprise License for the term of the Order Form. For the avoidance of doubt, the grant of rights also applies to a new or updated version of the Cloud Software.
- 7.2 Unless otherwise agreed in the Order Form, Affiliates of Customer may also at any time and their free decision enter into an Enterprise License with the UMH to use the Cloud Software under the same legal and commercial conditions as within this Enterprise License. UMH hereby irrevocably commits to conclude such a contract as long as this is not commercially or legally unreasonable.

## **8 License for the Local Software**

- 8.1 UMH grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, worldwide right to use and copy the Local Software on the (number of) devices specified in the Order Form for the term of the Order Form and in accordance with the Order Form and this Enterprise License. For the avoidance of doubt, the grant of rights also applies to a new or updated version of the Local Software.



- 8.2 For the avoidance of doubt, Customer's license to the Local Software shall be included in the remuneration set forth in Clause 13. No separate license fee shall apply.

## **9 Warranty**

- 9.1 UMH warrants that the Software as well as any updates and new releases to the Software supplied by it under this Enterprise License will operate in accordance with, and perform, the material functions and features as set out in the Order Form. The warranty does not apply to defects resulting from the Software being used in a hardware and/or Software environment that does not comply with the requirements set forth in the Order Form or this Enterprise License or otherwise, or to any changes or modifications made by Customer to the Software without UMH's prior written consent. UMH warrants that it shall comply with all applicable legislation in the performance of its obligations under this Enterprise License. UMH further warrants that as of the date of signing this Enterprise License, the Software does not contain security errors.
- 9.2 The Parties agree that the Software is only meant for data extracting purposes, however, expressly not intended for the operation of machines. UMH's warranty as set forth in this Section 9 expressly does not cover cases in which the software is used to operate machines.
- 9.3 Customer must check the Software for obvious defects by conducting reasonable testing immediately upon receipt and notify UMH immediately of any defects, otherwise any warranty for such defects shall be excluded. The same applies if such defect becomes apparent at a later date. An example of an obvious defect is if the Software fails to run, or material functions cannot be executed.
- 9.4 An Error (as defined in the Service Level Enterprise License) in the Software shall be remedied as described in Annex 3, if applicable or as described in Section 10 of this Enterprise License.
- 9.5 The right of Customer to reduce the remuneration or to withdraw from the Enterprise License in the event of two failures of the rectification or replacement delivery in case of a defect remains unaffected. The right of withdrawal shall be excluded case of insignificant defects.
- 9.6 With the exception of claims for damages, warranty claims become statute-barred one year after the Software has been made available to the Customer. The limitation period begins after the first delivery of the any authentication credentials, the Documentation and any installation script necessary for Customer to access the Software as set forth in the Order Form and in this Enterprise License. Section 18 shall apply to claims for damages and compensation for futile expenses.

## **10 Software Service Level**

Unless otherwise agreed by the Parties the service levels agreed by the Parties in the SLA shall apply.

## **11 Term and Termination of this Enterprise License**





- 11.1 This Enterprise License shall come into effect on the date specified within the Order Form and shall unless otherwise agreed in the Order Form shall be valid for the minimum term of one year hereafter.
- 11.2 This Enterprise Agreement is automatically extended by one year if it is not terminated by either party upon 3 month's notice to the end of the current term.
- 11.3 Each Party's right to terminate this Enterprise License without notice for good cause shall remain unaffected. For Customer good cause, shall exist in particular, if
- a) The respective other party breaches a material obligation under the Order Form or this Enterprise License, and – if such breach can be remedied – has failed to remedy such breach within a period of two (2) weeks after receipt of an electronically documented notice of breach;
  - b) the respective other Party breaches clauses of the Order Form or this Enterprise License governing privacy or confidentiality ,ore than insignificantly or repetedly;
  - c) the nature and / or frequency of damage caused by the respective other party impair the business operations of the damaged Party to such an extent that the damaged Party can no longer be reasonably expected to adhere to all or parts of this Enterprise License;
  - d) an application for the commencement of insolvency proceedings over the assets of the respective other Party is filed and insolvency proceedings are commenced by a court or the application is dismissed for lack of sufficient funds;
  - e) a reason to commence insolvency proceedings in terms of Secs. 17 to 19 of the German Insolvency Act (InsO) exists with respect to the respective other Party.
- 11.4 The termination of this Enterprise License must be in writing or in an electronic form that complies with Regulation (EU) No. 910/2014 (eIDAS Regulation) and fulfils the functions of the written form in a comparable manner.

## **12 Exit Management**

In due time before the end of this Enterprise License (regardless of the reason) the Parties are obliged to carry out all the steps necessary or appropriate in order to ensure, that Customer can migrate the Data, if stored within the servers of UMH. Therefore the UMH will make available the Data in a customary industry standard machine readable format. Accord and reasonable costs of the UMH for this will be reimbursed by Customer.

## **13 Remuneration**

- 13.1 Customer pays to UMH the remuneration as set forth in the Order Form.
- 13.2 The remuneration shall not cover maintenance services for the Software that arise due to misuse by the Customer. This applies in particular to non-compliance with the requirements and instructions contained in the Documentation, other forms of incorrect operation or negligent or intentional damage to or modification of the Software. The Parties shall agree on a separate remuneration as additional services for the aforementioned services.



- 13.3 As far as not agreed otherwise within the Order Form UMH shall invoice Customer yearly in advance, at the beginning of the current term as defined in Sections 11.1 and 11.2 of this Enterprise Agreement. Payment shall be due thirty (30) days net from the receipt of an invoice in compliance with Section 13.5, if not specified otherwise in the order form..
- 13.4 Prices are stated in the currency as per the Order Form exclusive of any taxes, which shall be paid in addition as applicable.
- 13.5 Invoices shall specify the Software and the order number, the amount payable, the VAT rate and, if applicable, the fee breakdown and UMH's bank details.

#### **14 Ownership of Data; Prohibited Content; Exemption**

- 14.1 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).
- 14.2 UMH recognizes and agrees that: (a) Data is valuable property of Customer; (b) Data includes trade secrets of Customer; (c) Data is an original compilation pursuant to copyright law; and (d) Customer has dedicated substantial resources to collecting, managing, and compiling the Data. Under no circumstance, UMH is allowed to Process any Data or aggregated information or derived data from this Data for its own course of business or make this Data available to any third party, if not expressly agreed in the Order Form or within this Enterprise License. The Data will only be Processed by UMH to fulfil this Enterprise License and UMH will delete the Data after the termination of this Enterprise License.
- 14.3 Customer shall grant UMH a non-exclusive, spatially and temporally unlimited right of use Data to the extent that this is necessary for the fulfilment of this Enterprise License and the Order Form. 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 Enterprise License, and to use Data for training and the further development of the Software.
- 14.4 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 in Section 14.3.
- 14.5 UMH is entitled to block or remove Prohibited Content after weighing up the interests of both Parties; 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.
- 14.6 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.
- 14.7 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 shall 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.

14.8 The Customer shall 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 Enterprise License.

14.9 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.

## **15 Audit Rights**

15.1 UMH may have Customer's use of the services provided by UMH in accordance with the Order Form or this Enterprise License, particularly but not limited to the Software audited by an independent auditor to ensure that the services provided by UMH are used in compliance with the Order Form and this Enterprise License, particularly with respect to the rights granted in Sections 7 and 8. The auditor must be bound to secrecy by a written confidentiality Enterprise License.

15.2 Customer grants independent auditors commissioned by UMH in execution of UMH's audit rights as per Section 15.1 of this Enterprise License access all records, systems and documents necessary to evaluate the use of the services provided by UMH.

15.3 UMH shall inform Customer of any audit at least three (3) weeks in advance of the audit.



- 15.4 The rights and obligations under this Section 15 shall survive the termination of this Enterprise License for a period of [•two•] years.

## **16 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 Enterprise 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.

## **17 Confidentiality**

- 17.1 During the Term of this Enterprise License, neither Party shall disclose Confidential Information to any third party (save for as permitted by this Enterprise 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 Enterprise License.
- 17.2 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 Enterprise License.
- 17.3 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.

- 17.4 This clause will be valid up to three years after the termination of this Enterprise License.

## **18 Liability**

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



- 18.1 UMH shall be liable for damages based on intent or non-compliance with a guaranteed quality, for injuries to life, body and health as well as for damages caused by gross negligence of UMH itself in accordance with the statutory provisions.
- 18.2 UMH shall be liable for damages caused by gross negligence of its subcontractors and other agents, limited to contract-typically foreseeable damages, provided no case of Clause 18.1 of this Enterprise License applies. Damages typically foreseeable damages are such damages, the occurrence of which must be typically and foreseeably expected at the time of the conclusion of the contract within the scope of the provision of services regulated in the Order Form and this Enterprise License.
- 18.3 For breaches of an essential contractual obligation (cardinal obligation / “Kardinalpflichten” under German law), UMH shall be liable, only for typically foreseeable damage as defined in clause 18.2, provided no case of Clause 18.1 of this Enterprise License applies.
- 18.4 Cardinal obligations within the meaning of Section 18.3 are obligations that are essential for the achievement of the purpose of the contract so that their fulfilment is a prerequisite for the proper execution of the Order Form or this Enterprise License and on whose compliance the Customer can rely.
- 18.5 In cases of simple negligence, the liability of UMH is limited to damages foreseeable at the time of conclusion of the Order Form and this Enterprise License and typical for this type of contract, but at most up to the amount of the payments made by the Customer ,provided no case of Clause 18.1 of this Enterprise License applies.
- 18.6 UMH is not liable for any damages caused by the use of the software to operate machines, provided no case of Clause 18.1 applies.
- 18.7 Any other liability of UMH – on whatever legal grounds –than as described in the foregoing provisions is excluded.
- 18.8 Statutory regulations of the German Product Liability Act shall remain unaffected by the foregoing.
- 18.9 The above limitations of liability shall also apply to all employees, agents and bodies of UMH.

## **19 General**

- 19.1 UMH is allowed to use the name and logo of Customer for marketing purposes, such as references on UMH’s website and other advertising purposes.
- 19.2 This Enterprise License is subject to German law, excluding the CISG and German International Private Law.
- 19.3 Contractual language is English only.
- 19.4 The courts of Cologne, Germany, have exclusive jurisdiction over any disputes arising out of or in connection with this Enterprise License.



- 19.5 Neither Party shall be liable for any delay in performing any of its obligations under this Enterprise License if such delay is caused by circumstances beyond the reasonable control of the Party. The respective Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of its respective obligations.
- 19.6 This Enterprise License in connection with it's the document listed in Section 2 of this Enterprise License forms the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior communications, written or oral, between the Parties. If the Parties conclude a Data Processing Enterprise License it supersedes all others in relationship to data protection issues. All amendments and modifications to the Enterprise License shall be made by a written document signed by both Parties.
- 19.7 Unless expressly agreed otherwise, the written form within the meaning of this Enterprise License shall only be complied with by the postal transmission of a signed declaration in the original or in an electronic form that complies with Regulation (EU) No. 910/2014 (eIDAS Regulation) and fulfils the functions of the written form in a comparable manner.
- 19.8 Should any provision of this Enterprise 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 Enterprise License.