

## General Terms and Conditions of Use for GENEREX Software

### 1. Scope

This User Agreement governs the terms and conditions for the use of the software products provided by GENEREX GmbH, including but not limited to BACS Programmer, BACS Utilities, BACS-Viewer, CS141 Config Tool, CS141 Updater, Netfinder, RCCMD, SMARTBATTERY Companion App, UNMS2 Free (hereinafter referred to collectively as "Software"). By installing, using or by accessing the Software, the customer or end user (hereinafter: "Customer") agrees to these Terms.

### 2. Subject matter of the contract

The subject of this agreement is the granting of a simple, non-exclusive license to use the software. The specific usage rights arise from the respective license type (freeware, licensed software) and the supplementary license agreements.

### 3. License types and usage rights

#### a. Freeware

For free software products (BACS Programmer, BACS Utilities, BACS Viewer, CS141 Config Tool, CS141 Updater, Netfinder, SMARTBATTERY Companion App, UNMS2 Free) a free, non-exclusive license to use the content for private and non-commercial purposes is granted.

#### b. Licensed software

For licensed software (UPSMAN, UNMS2, RCCMD, SMARTBATTERY Companion App Pro) the terms of the respective license agreement apply. Both individual licenses and volume licenses are offered. Subscription models may be available for some products. The exact terms are set out in the respective license agreements.

#### c. Use of third-party software and open-source components:

The Software may contain open source or third-party components that are provided under their own license terms. The exact license terms for these components are set out in a separate document (Acknowledgements in the Download Portal), which is an integral part of this Agreement. The Licensee agrees to comply with the respective terms of these additional licenses.

By using the Software, Licensee acknowledges that he or she expressly accepts the terms of all applicable licenses.

### 4. Restrictions on use

Unless expressly agreed in the contract, the Licensee is particularly prohibited from:

- to copy, distribute, rent, lend or sell the Software unless an express license to do so has been obtained.
- modify, decompile, disassemble or alter the Software in any way.
- use the Software for illegal purposes.
- use the Software in violation of the terms of this Agreement or the Documentation.
- obtain updates from sources other than those authorized by the Licensor.
- use the software to develop competing products.
- use the Software to create derivative works.
- distribute the Software to third parties without complying with the terms of this Agreement.
- to operate, distribute or transfer the software if doing so violates national or international trade restrictions or embargoes.

### 5. Updates and product security

The Licensor reserves the right to update the Software regularly.

The Licensee is obliged to keep the software up to date to ensure security and functionality. Updates are only available via the website provided by the licensor or authorized sales partners. The licensor assumes no liability for damages resulting from the use of outdated software versions.

### 6. License term and update authorization

Each license purchased entitles you to use the current software version and all versions released within the next two years, starting with the date of purchase of the respective software license. Use of the software is unlimited in time, provided the license fees are paid and the agreed terms of use are complied with.

#### a. Updates:

Unless otherwise agreed, the licensee is entitled to free updates and upgrades to the software that are released within the first two years after purchasing the license. After this period, the guarantee that the respective license can be operated with newer program versions expires. In this case, the purchase of a new license is necessary.

#### b. Operating system portability:

A license can be transferred to another operating system within the IT environment controlled by the customer, provided that this is technically possible, and compatibility is guaranteed. However, simultaneous use of the software on multiple systems with the same license is not permitted. Licenses purchased for a specific operating system cannot be exchanged if the operating system is changed. The customer is responsible for ensuring compatibility and compliance with applicable data protection regulations.

*c. Volume licenses:*

For volume licenses, the maximum number of software instances that can be used simultaneously is contractually specified. This number applies regardless of the respective software version.

*d. Support:*

The Licensor offers free standard support for the first two years after the license is purchased. Standard support includes answering questions about the installation, configuration and basic functionality of the software via email during normal business hours. Extended support, including priority handling, remote support and training, can be purchased for an additional fee.

For versions of the software that were first purchased more than two years ago, download options and support are provided within the limits of available resources and at the discretion of the Licensor. The Licensor makes no guarantees regarding the availability of downloads and support for older versions of the software.

## 7. Discontinuation of products, services and successor products

The Licensor reserves the right to discontinue development and distribution of individual software products and services.

*a. successor products*

The licensor is obliged to ensure product security for the respective product for a period of two years from the date of purchase through updates and active support. If a successor product is introduced within two years of purchasing a license that replaces or expands the essential functions of the purchased software, the customer must purchase a new license for the new product. A free update to a successor product is an express goodwill gesture without recognition of a legal obligation.

*b. Setting up the software*

If a product is discontinued without a successor product, standard support for that product ends two years after the release of the last version. The customer will be informed of the discontinuation of a product at least six months in advance via official channels such as the GENEREX newsletter or on the website.

## 8. Distribution by OEMs and resellers

The Licensor authorizes OEMs and resellers to distribute the software. Resale of the software by them is permitted provided that the license terms and the relevant distribution guidelines of the Licensor are observed.

## 9. Property Rights

All rights to the software, including copyrights, trademark rights, patents and other industrial property rights, remain with the licensor GENEREX, including those of the versions distributed by OEMs and resellers under their own names.

## 10. Warranty

The Licensor warrants that the Software is free from defects in title upon delivery. Furthermore, any warranty, including the warranty of merchantability, fitness for a particular purpose and absence of defects, is excluded.

## 11. Liability

The licensor is only liable for damages that are based on intent or gross negligence. Liability for slight negligence is excluded unless essential contractual obligations are violated. Liability for consequential damages, lost profits or damages resulting from the use or non-use of the software is excluded.

## 12. Termination

Regardless of the payments made, the customer and the licensor have a mutual right to permanent or temporary termination.

*a. By the customer:*

The customer may terminate this agreement with the licensor without giving any reason by completely uninstalling the software and not using it any further. Unless otherwise provided by law or agreed otherwise, any refunds in this case remain a goodwill gesture by the licensor without recognition of any legal obligation.

*b. By the Licensor:*

The licensor reserves the right to revoke the user agreement in writing at any time for legitimate reasons and to request that the customer uninstall the software used and request a deletion log. Unless regulated by law or otherwise agreed, any refunds in this case remain a goodwill gesture by the licensor without recognition of any legal obligation.

## 13. Data Protection

The Licensee agrees that the Licensor may collect, process and store software data and operational data as part of the use of the Licensee. This data is used solely for the purpose of improving the software, troubleshooting, providing support services and fulfilling network management functions.

*a. The data collected may include, but is not limited to:*

- **Technical information:** operating system, hardware configuration, network topology
- **Usage data:** Frequency of use of certain functions, error messages, network traffic
- **Performance data:** system performance, network bandwidth, device utilization

The collection and processing of this data is essential for the provision of the network management functions and cannot be deactivated. The licensor undertakes to treat the collected data confidentially and not to pass it on to third parties unless this is required by law or the licensee has expressly consented to the disclosure.

*b. The user expressly consents to the disclosure of data if he/she:*

registers for additional services that require data transmission participates in surveys or beta tests

Makes support requests that require a detailed analysis of the data The licensee has the right to request information about the data stored about him or her at any time, to have it corrected or deleted, as long as this is legally permissible and does not affect the fulfillment of the contractually agreed services.

**14. Confidentiality**

The Licensee undertakes to treat all confidential information of the Licensor that becomes known under this Agreement as confidential.

**15. Export Control**

Export of the Software may be subject to applicable export control regulations. Licensee agrees to comply with all export restrictions.

**16. Changes to the Terms of Use**

The Licensor reserves the right to modify these Terms of Use at any time to adapt them to the current legal framework for Installable software products

The amended terms of use come into effect the next time an update is installed. If the customer does not agree to the amended terms of use, he can cancel the installation of the update and continue to use the previous software version. By continuing to use the software update after the amended terms of use come into effect, the customer agrees to them.

**17. License transfer**

The transfer of the license to third parties is strictly prohibited. Transfer is only permitted with the prior written consent of the licensor.

**18. Active breach of contract by the customer**

In the event of a breach of the provisions of this agreement, in particular in the event of unauthorized copying, distribution, forwarding or transfer of the software or parts thereof, the licensee agrees to pay a contractual penalty for each individual breach. The amount of the contractual penalty shall be determined and set by an arbitration tribunal of the Chamber of Commerce in Hamburg. The right to claim further damages remains reserved. In the event of any breach, the licensor may declare the right to terminate this agreement for good cause and claim further damages.

**19. Final Provisions**

- **Applicable law:** The law of the Federal Republic of Germany applies
- **Place of jurisdiction:** Hamburg, Germany
- **Severability clause:** Should any provision of this agreement be invalid; the validity of the remaining provisions shall not be affected.