LICENCE TERMS – ACRON

Dataforum Software GmbH – End Customer as User
As of 10/2026 (V26.10-01)

§1 SCOPE AND SUBJECT MATTER

(1) These Licence Terms govern the use of the standard software acron, including its modules (hereinafter "Software"), of dataforum Software GmbH, Friedrich-Ebert-Straße 53, 34266 Niestetal-Heiligenrode (hereinafter "dataforum" or "Licensor"). acron is developed by dataforum and distributed by VIDEC Data Engineering GmbH, Contrescarpe 1, 28203 Bremen (hereinafter "VIDEC"). Purchase, delivery, updates, support and invoicing are governed by the General Terms and Conditions and the contract terms of VIDEC or by the contract with the partner.

(2) For the purposes of these Licence Terms, the customer is the company to which the licence is registered (end customer), even if the Software was obtained via a partner (for example a system integrator or plant engineering contractor). These Licence Terms apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. They are made available with the offer and are confirmed by the customer during installation.

(3) The subject matter is the provision of the Software in object code, including the associated application documentation (help), and the granting of the rights of use under Section 2. The source code is not part of the contract. The hardware and software environment in which the Software is to be used is set out in the documentation.

(4) The quality of the Software is determined by the product description applicable at the time of delivery. Any further quality is not owed; in particular, it does not result from public statements or advertising unless it has been expressly confirmed in text form.

§2 SCOPE OF USE

(1) Upon full payment of the purchase price to the seller, the Licensor grants the customer the non-exclusive, worldwide right to use the Software to the extent ordered; until then, use is permitted on a revocable basis. The type and scope of the licence (for example process variables, workstations or options) are set out in the order or the licence file. At the customer's option, the right of use is granted for fixed workstations for single-station or multi-station use, or as a multi-user licence for freely selectable, concurrent workstations accessing a database server; it may only be exercised simultaneously by the agreed number of persons or workstations. In the case of acquisition (purchase), the right of use is unlimited in time; in the case of a Term Licence, Section 3 applies.

(2) Permitted use comprises installation, loading into main memory and use as intended for the internal purposes of the customer and of the companies affiliated with it within the meaning of Section 15 of the German Stock Corporation Act (AktG). Operation of a data centre for third parties, provision as software as a service for companies other than affiliated companies and use for training third parties are only permitted with prior consent in text form. Rental is only permitted in accordance with Section 3 and Section 5 (3).

(3) Copies may only be made insofar as they are necessary for contractual use. Backup copies in accordance with the state of the art are permitted; they must be marked as such and bear the copyright notice.

(4) Decompilation is only permitted within the limits of Section 69e of the German Copyright Act (UrhG) and only if the Licensor, upon request in text form, has not provided the information required to achieve interoperability within a reasonable period.

(5) New versions, patches and supplements received by the customer are subject to these Licence Terms. Upon productive use of a new version, the right to use the previous version expires after a transition period of three months, during which both versions may be used in parallel.

(6) The scope of use is technically secured by copy protection or a licence file. Copy protection and licence file may neither be copied nor circumvented. Copy protection provided as hardware (dongle) must be stored carefully; if it is lost through the customer's fault, the licence must be purchased again.

(7) Any use beyond the agreed scope requires prior consent in text form. In the event of additional use without consent, the amount payable for the additional use may be charged in accordance with the price list applicable at the time, unless the customer proves that no damage or substantially less damage has been incurred.

(8) If the licence is designated as a trial licence, the Software may be used exclusively for testing, development, training and validation and not for productive operation, in particular not for monitoring, controlling or evaluating plants in operation. Productive use requires a regular licence; paragraph 7 applies accordingly. Trial licences are limited in time; the term is set out in the offer or the associated contract, otherwise it is one year from delivery. If the trial licence is part of a subscription or a Term Licence, it ends together with it.

§3. TERM LICENCE

(1) If the Software is provided for a limited period (Term Licence), the right of use is limited to the agreed term. In addition, VIDEC's Term Licence contract terms apply.

(2) The right of use expires at the end of the term; Section 10 applies accordingly.

§4 PROTECTION OF THE SOFTWARE

(1) All rights to the Software and the documentation not expressly granted to the customer, in particular the copyright, are held by the Licensor.

(2) The customer shall keep the Software safe and make it accessible to third parties only in accordance with Section 5 or with prior consent in text form. Employees of the customer and persons present at the customer's premises for the purpose of contractual use are not deemed third parties.

(3) Copyright notices, marks, serial numbers and other licence features may not be altered or removed.

(4) If the customer passes on data carriers or hardware containing the Software without a transfer in accordance with Section 5, it shall first delete the Software completely and permanently.

§5 TRANSFER, PROCUREMENT VIA PARTNERS

(1) The customer may permanently transfer an acquired (purchased) licence to a third party if it completely ceases its own use, deletes all copies and hands over the licence data, copy protection and documentation to the third party. Splitting multi-station or multi-user licences is not permitted.

(2) The customer shall inform VIDEC in text form of the acquirer (company name, address, place of installation) within two weeks of the transfer and shall bind the acquirer to these Licence Terms.

(3) A partner (for example a system integrator or plant engineering contractor) that obtains the Software for an end customer may provide it to that end customer, in the case of a Term Licence only for its term. The partner shall notify VIDEC of the end customer, the place of installation and a contact address for security information. The licence is registered to the end customer.

§6. COOPERATION, SECURITY, AUDIT

(1) The customer is responsible for setting up a suitable and adequately dimensioned hardware and software environment. It shall observe the instructions on installation and operation.

(2) The customer shall take appropriate precautions in case the Software does not work properly in whole or in part, in particular by means of regular data backups, especially before installing updates, and shall protect the Software and access credentials against access by unauthorised third parties.

(3) The customer shall keep the contact address for security information up to date and install security updates provided within a reasonable period. Security updates and security notices are provided in accordance with the statutory provisions. VIDEC accepts reports of vulnerabilities at [security@videc.de].

(4) The Licensor is entitled to verify whether the Software is being used in accordance with the contract. For this purpose, it may first request a self-disclosure in text form on the period and scope of use. An on-site or remote audit is carried out with at least 14 days' notice during normal business hours, in compliance with the customer's IT security requirements, by dataforum, VIDEC or a third party bound to confidentiality. If the audit reveals that the licence scope has been exceeded by more than 5% or any other use in breach of contract, the customer bears the costs of the audit; otherwise the Licensor bears them.

(5) The customer bears any disadvantages and additional costs resulting from a breach of these obligations.

§7 DEFECTS, LIMITATION PERIOD

(1) The statutory provisions apply to material defects and defects of title in the Software, subject to the following provisions; no guarantee is given. The customer shall address claims for material defects to the seller from which it acquired the Software (VIDEC or partner). There are no claims for defects insofar as the defect results from the Software having been used in a hardware and software environment that has not been approved or having been modified by the customer without authorisation.

(2) In the event of material defects, subsequent performance shall first be rendered, at the seller's option, by providing a defect-free version of the Software or by remedying the defect. Remedying a defect also includes pointing out reasonable ways of avoiding the effects of the defect. The customer shall accept a new version of the Software if the contractual scope of functions is maintained.

(3) If subsequent performance fails even within a reasonable grace period, the customer may withdraw from the contract or reduce the remuneration, provided that the defect is not insignificant. Claims for damages and for reimbursement of futile expenses are governed by Section 8.

(4) If third parties assert intellectual property rights that conflict with contractual use, the customer shall inform the Licensor without undue delay in text form and leave the defence to it. The Licensor shall defend against the claims at its own expense and indemnify the customer against the associated costs and damages, insofar as these are not based on a breach of duty by the customer.

(5) Claims based on defects become time-barred one year after delivery or provision of the Software. This does not apply in the case of intent or gross negligence, fraudulent concealment of a defect, damage resulting from injury to life, body or health, defects of title within the meaning of Section 438 (1) no. 1a BGB, guarantees or claims under the German Product Liability Act (Produkthaftungsgesetz); in these cases, the statutory limitation periods apply.

(6) For the Term Licence, the provisions on defects in the Term Licence contract terms apply instead of this Section 7.

§8 LIABILITY

(1) The Licensor is liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, under the German Product Liability Act and to the extent of any guarantee it has assumed.

(2) In the event of a slightly negligent breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper performance of the contract and on whose observance the customer may regularly rely), liability is limited to the foreseeable damage typical for this type of contract, but in any case to no more than €1,000,000 per incident for property damage and €500,000 per incident for financial loss. In all other respects, liability for slight negligence is excluded.

(3) Liability for loss of data is limited to the recovery effort that would have been required if the data had been properly backed up.

(4) The limitations of liability also apply to the personal liability of the Licensor's employees, representatives and corporate bodies. The defence of contributory negligence remains unaffected.

§9 CONFIDENTIALITY, DATA PROTECTION

(1) The parties shall treat each other's confidential information and trade secrets as confidential without time limit and use them only for the performance of the contract. The Licensor's trade secrets include, in particular, the source code of the Software. This does not apply to information that is or becomes public knowledge, has been lawfully obtained from third parties or independently developed, or must be disclosed on the basis of a statutory, regulatory or court order.

(2) The data protection provisions are complied with. Insofar as personal data are processed on behalf of the customer in the course of support or remote maintenance services, the parties shall conclude an agreement pursuant to Art. 28 GDPR.

§10 END OF THE RIGHT OF USE

(1) The right of both parties to terminate the right of use for good cause remains unaffected. Good cause exists in particular in the event of a serious breach of these Licence Terms.

(2) If the right of use ends, in particular upon expiry of a Term Licence, withdrawal or termination for good cause, the customer shall return the copy protection and any data carriers provided, delete all copies of the Software unless it is legally obliged to retain them for longer, and confirm this in text form upon request.

§11 MISCELLANEOUS

(1) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with these Licence Terms is Kassel.

(2) The customer may only set off with undisputed claims or claims that have been finally determined by a court; counterclaims based on defects remain unaffected.

(3) The customer may transfer rights and obligations under these Licence Terms to third parties only with the Licensor's consent in text form; Section 5 remains unaffected.

(4) The customer's general terms and conditions do not apply.

(5) When passing on or exporting the Software, the customer shall comply with the applicable export control and sanctions regulations.

(6) German law applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(7) This English version is a convenience translation. In the event of any discrepancy between the English and the German version of these Licence Terms, the German version shall prevail.

LICENSOR:
dataforum Software GmbH
Friedrich-Ebert-Straße 53 · 34266 Niestetal · www.dataforum.de

DISTRIBUTOR:
VIDEC Data Engineering GmbH
Contrescarpe 1 · 28203 Bremen · www.videc.de