General Terms and Conditions (GTC) and End User License Agreement (EULA)

Contractual Partner: AGYNAMIX Torsten Uhlmann Buchenweg 5 09380 Thalheim Germany (hereinafter referred to as "Licensor" or "We")

Status: 2025

Note on Language: *This document is a translation of the German "Allgemeine Geschäftsbedingungen und Endnutzer-Lizenzvereinbarung". In the event of any discrepancies or inconsistencies between this English translation and the original German version, the German version shall prevail.*

§ 1 Scope and Subject of Contract

1. These General Terms and Conditions and License Terms (hereinafter "Agreement") govern the provision and use of the software for invoicing with GoBD-oriented archiving and audit-log features (hereinafter "Software") by the purchaser (hereinafter "Customer" or "Licensee").
2. We do not recognize any conflicting or differing terms and conditions of the Customer unless we have expressly agreed to their validity in writing.
3. This Agreement applies to both consumers (as defined in § 13 BGB - German Civil Code) and entrepreneurs (as defined in § 14 BGB), unless a differentiation is made in the respective clauses.

§ 2 Grant of License (Rights of Use)

1. Upon full payment of the agreed remuneration, the Licensor grants the Customer a **simple (non-exclusive), non-transferable right** to use the Software for their own purposes. This right is unlimited in time (for purchases) or limited to the agreed term (for subscription/rent models).
2. **Scope of Use:** The license entitles the Customer to install and use the Software on the number of workstations or devices specified during the purchase process. If no number has been agreed upon, the license is valid for one (1) workstation.
3. **Retention of Title:** The Software is licensed, not sold. All copyrights, trademark rights, and other intellectual property rights to the Software remain fully with the Licensor.

§ 2a Evaluation Period (Trial)

1. Upon first use of a stable (non-prerelease) version of the Software without an active license, the Software automatically grants the Customer a **one-time evaluation period of thirty (30) calendar days** ("Trial"), beginning on the date of first launch.
2. **Scope during the Trial:** During the Trial, all features of the highest available tier ("Ultimate") are unlocked. No license key or payment is required.
3. **Expiration:** Upon expiration of the Trial, all features exceeding the free "Base" tier are disabled automatically. The Customer may continue to use the Software at the Base tier without restriction or purchase a license to retain access to higher-tier features.
4. **Limitations:** The Trial may not be extended, restarted, or transferred to another installation. The Licensor reserves the right to modify or discontinue the Trial at any time in future versions of the Software.
5. **No separate license grant:** The Trial does not constitute a license grant within the meaning of § 2. All other provisions of this Agreement, including the restrictions in § 3, apply during the Trial.

§ 3 Restrictions on Use

The Customer is prohibited from:

1. Copying the Software (except for one backup copy for personal use), distributing it, or making it publicly available.
2. Renting, leasing, or granting sublicenses to the Software without written permission.
3. Decompiling, reverse engineering, or deriving the source code of the Software, except to the extent mandatorily permitted by law (§ 69e UrhG - German Copyright Act).
4. Circumventing or manipulating technical protection measures or license key queries.

§ 4 Updates

1. **Provision:** The Licensor may provide updates at its own discretion to ensure security, fix bugs, or expand functions.

2. **Automatic Updates:** The Licensee agrees that the Software may automatically download and install updates if these are necessary to maintain contractual conformity (e.g., critical security patches or adjustments to changed GoBD regulations). The Licensee may deactivate automatic updates for pure feature enhancements in the settings, provided the Software technically permits this.
3. **Legacy Versions:** The Licensor is not obliged to provide support for outdated versions of the Software if an update is available that remedies any issues.

§ 5 Special Notes on GoBD-Related Use

1. The Software serves as a technical aid to support GoBD-oriented workflows.
2. **Disclaimer regarding Tax Recognition:** Compliance with the GoBD ("Principles for the proper management and storage of books, records and documents in electronic form") is the sole responsibility of the Licensee. It depends significantly on the actual use of the Software, the internal operational processes of the Customer, and accompanying process documentation. The Licensor assumes no guarantee that the documents or archives created with the Software will be recognized by the tax authorities in every case.

§ 6 Right of Withdrawal for Consumers *If the Customer is a consumer within the meaning of § 13 BGB (a natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed), they are generally entitled to a statutory right of withdrawal.*

Important note regarding the expiration of the right of withdrawal for digital content: In the case of a contract for the supply of digital content not on a tangible medium (e.g., software download, email delivery of license key), the right of withdrawal expires if the entrepreneur has begun with the execution of the contract after the consumer has:

1. expressly consented to the entrepreneur beginning the execution of the contract before the expiration of the withdrawal period, and
2. confirmed their knowledge that they lose their right of withdrawal by consenting to the beginning of the execution of the contract.

Insofar as the right of withdrawal has not expired, the following instruction applies:

Instructions on Withdrawal You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us (AGYNAMIX Torsten Uhlmann, Buchenweg 5, 09380 Thalheim, Germany, Email: [Your Email Address]) of your decision to withdraw from this contract by means of a clear statement.

§ 7 Warranty (Liability for Defects)

1. For **Consumers**, the statutory warranty rights apply.
2. For **Entrepreneurs**, the following applies: a) Claims for defects shall become statute-barred 12 months after provision of the Software. b) Obvious defects must be reported in writing immediately, at the latest within two weeks of delivery. c) The warranty shall not apply if the Customer modifies the Software or has it modified by third parties without the Licensor's consent, and the rectification of the defect is thereby made impossible or unreasonably difficult.

§ 8 Liability

1. The Licensor shall be liable without limitation in cases of intent, gross negligence, and injury to life, body, or health.
2. In the event of slight negligence involving a breach of a material contractual obligation (cardinal duty), liability shall be limited to the foreseeable damage typical for the contract. A material contractual obligation is an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the contractual partner regularly relies.

3. **Data Loss:** Liability for data loss is limited to the typical recovery effort that would have occurred if the Customer had performed regular and risk-adequate data backups. The Customer is obliged to perform regular backups of their data.

§ 9 Final Provisions

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. 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 this contract is the registered office of the Licensor (Thalheim, Germany).
3. Should individual provisions of this Agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall take the place of the invalid provision.