
End User License Agreement (EULA) for the software programs MAXQDA and MAXQDAplus

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1. Subject matter

This software end user license agreement (“EULA”) is a legal agreement between you and VERBI GmbH, Berlin, Germany. It provides a license to use the software and contains warranty information and liability disclaimers.

By installing and using the software, you are confirming your acceptance of the software and agreeing to become bound by the terms of this agreement. If you do not agree to be bound by these terms, use the button “Cancel”, do not install the software and return the software to your place of purchase for a full refund.

2. Conditions of Use according to the license type

2.1. Single User Licenses

The Single User License may be used by one person. He or she may install the license on two machines (PCs or laptops). Both installations may not be used simultaneously. Under no circumstances they may be used by different persons.

2.2. Portable Licenses

The portable license may be installed on a USB flash drive and may be used directly from it on different computers (Windows XP, Vista, 7 or 8 required). The customer installs the software on its own hardware and has to assume full responsibility for it. A portable license makes MAXQDA a physical item tied to the specific USB flash drive it is installed on. Under no circumstances does VERBI take any responsibility in case the MAXQDA license is not available due to loss, theft or damage of the USB flash drive the software is installed on. (Regardless of the legal responsibility of the license holder we recommend users who cannot access their MAXQDA license because of hardware problems to contact the MAXQDA online support in order to work out a satisfying individual solution.)

2.3. Network Licenses

Network Licenses are server based licenses, which allow the simultaneous use of the software in the amount of the number of purchased licenses (starting with 5 licenses). The total access may be twice as high as the number of purchased licenses (concurrent / floating use). Network licenses need to be set up and managed with our license management tool MAXServer. This requires the server PC to have a Windows environment (Windows XP or newer).

2.4. PC Lab Licenses

The PC Lab License is a special license to equip teaching classrooms of educational institutions. The license is server based and may be accessed by up to 30 computers of the PC Lab. The license holder guarantees that this license type is only made available to computers, who are physically located in the same classroom. The use of the license is strictly limited to teaching purposes. It may not be used for research projects (except of teaching related research projects). PC Lab Licenses need to be set up and managed with our license management tool MAXServer. This requires the server PC to have a Windows environment (Windows XP or newer).

2.5. Student Licenses /Semester Licenses

Student Licenses and Semester Licenses are drastically discounted special licenses for students. They offer full functionality and are available in two versions:

a) The Student License may be used on 2 private computers owned by the student. The two installations may not be used simultaneously. Under no circumstances may they be used by another person. The license is valid for 2 years starting with the date of purchase. The student license is available as the basic version (MAXQDA) and the extended version (MAXQDAplus).

b) The Semester License may be used on 1 private computer owned by the student. The license is valid for 6 months starting with the date of purchase. The student license is only available as the basic version (MAXQDA).

All student licenses are personal licenses which may only be purchased by students who verified their student status during the order process. Recipient of the invoice and the delivery must be the student with his/her private address. The purchasing of student licenses by institutions is not permitted. Student licenses may never be sold to a non-student or in some way be shared with them. The use is limited to private purpose (i.e. schoolwork, preparations for qualification, etc.). The use for professional activities and commercial purpose is prohibited. Student licenses cannot be upgraded to new versions.

2.6. Campus License

2.6.1. The Campus License is available only for educational institutions (schools, colleges, universities). It is server based and can only be obtained on an annual payment basis (lease option).

2.6.2. The leasing period is for one year at a time, beginning on the invoice date. The leasing license is extended automatically for an additional year unless the subscription is cancelled in writing at least two months ahead of the end of the current leasing period.

2.6.3. The price of the campus license depends on the number of authorized users, which is calculated based on the number of faculty staff and students. The purchaser of the license is responsible for recalculating the number of authorized users on a yearly basis and providing the information to VERBI.

2.6.4. The purchaser of the license is permitted to make the software available on a server for all faculty members and students of the educational institution. It is furthermore permitted to allow for external access to the software via VPN (Virtual Private Network). Campus licenses need to be set up and managed with our license management tool MAXServer. This required the server PC to have Windows (Windows XP or newer).

2.6.5. Campus licenses include free upgrades to new software versions. Free updates and E-mail support are also included for all authorized users. The

2.6.6. The purchaser of the license is responsible for ensuring that only authorized users access the software. The use of the software for commercial purposes is not permitted in any situation.

3. Copyright and License

3.1. The Software (program and manual) supplied by VERBI is protected by copyright. For the purposes of the relationship between the parties hereto, VERBI shall be solely entitled to the rights relating to the Software as well as any other documentation made available during the phase of preparing and implementing this agreement.

3.2. VERBI shall grant to the Customer a non-exclusive right, without any geographical or time restrictions, to use the Software for his own purposes and as described in this contract and in the manual. The Customer shall be entitled to copy the software within the scope of its contractual use as contemplated herein. He shall be entitled to load the Software into the RAMs and hard disks of the hardware used by him.

3.3. The Customer shall be entitled to make the number of backup copies necessary for reliable operation. Such backup copies shall be marked as such and (as far as technically possible) shall be provided with the same copyright notice which also appears on the original data medium. The Customer shall not be entitled to copy the user's manual for any purposes other than the Customer's internal purposes.

3.4. The Customer shall not be entitled to change or obscure in any manner any copyright notices, trademarks, other legal reservations, serial numbers or other features used for program identification purposes.

3.5. Any other form of using the software, including, but not limited to, its compiling, editing, arranging, or modifying in any other manner whatsoever (other than decompiling pursuant to section 69e of the German Copyright Law [§ 69 UrhG]) or the (offline or online) dissemination of the software in any other manner as well as the renting or lending out thereof shall be subject to the written consent of the Licensor. You may not modify the Software or create derivative works based upon the Software. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human- perceivable form.

3.6. Specific license restrictions apply for Foxit PDF SDK, integrated part of MAXQDA: Foxit PDF SDK remains the intellectual property of Foxit. You are not allowed to redistribute, modify, reverse engineer, or reuse any part of the Foxit PDF SDK in any other application than in MAXQDA.

3.7. The Customer shall only be entitled to pass the Software on to a third party if such third party declares that he accepts the validity of these General Terms and Conditions. In the event that the Customer passes the Software on to a third party, he shall discontinue once and for all the use of the Software and shall not keep any copies thereof. The Customer shall also pass on to such third party the data media and the manuals. You may not rent, lease, or sublicense the Software.

3.8. VERBI shall be entitled to revoke the license rights for a material reason. A material reason shall, in particular, be deemed to exist if the Customer is in default with the payment of a substantial part of the remuneration or if the Customer fails to abide by the Terms and Conditions of the license and fails to immediately remedy such default after VERBI's written request, including VERBI's announcement to terminate the license otherwise. In the event that the license is terminated, the Customer shall return to the Licensor the original software as well as any copies thereof, and delete any programs stored. At the Licensor's request, the Customer shall confirm in writing that he has returned such software and deleted

such programs as aforesaid. In the event that you fail to comply with this EULA, VERBI may terminate the license and you must destroy all copies of the Software.

3.9. VERBI GmbH reserves the right to periodically audit you to ensure that you are not using any Software in violation of this agreement. During your standard business hours and upon prior written notice, VERBI may visit you and you will make available to VERBI GmbH or its representatives any records pertaining to the Software to VERBI.

4. Activating the software

1. When purchasing a MAXQDA license, the user receives a serial number. This represents the key to use the software according to the license terms.

2. The customer needs to activate the software with a serial number. VERBI explicitly points out that for some operating systems (e.g. Mac OS X) a connection to the internet is required to activate the software.

3. When the user activates the software online his/her name, institution, e-mail address, operating system, IP address, and MAXQDA serial number are transferred to the VERBI activation server. By using MAXQDA the customer agrees to the transfer of this information. VERBI will store the information and is entitled to use it to process support requests and to verify compliance with the license conditions. The data is not disclosed to a third party.

4. By using MAXQDA the user agrees that the software automatically and regularly checks the users compliance with the license terms by comparing current license information with the information on the VERBI activation server. VERBI will inform the user if his/her license does not comply with the license terms and is entitled to demand proper licensing and/or prevent the further use of the software.

5. When the user deactivates the software on her/his system with the appropriate feature of the software, the same information as listed above is transferred to the VERBI activation server. This allows the user to activate the software on a new system.

5. Updates and Upgrades

4.1. License holders of a MAXQDA license receive program updates within the purchased program version without charge. As soon as updates are available, they can be downloaded by using the update function within the software.

4.2. Registered license holders of a purchase license receive a reduction on the original price for the number of already existing licenses (upgrade price). The eligibility to purchase an upgrade is to be proven by stating the license number(s). The upgrade right expires, when the license holder perceived his right to upgrade for two program versions subsequently.

4.3. VERBI is entitled to create software updates by own discretion. Licensees that have not paid any update fees (for example subscription) have no right to updates of the program.

6. Support services

5.1. VERBI offers free online support to licensees of a MAXQDA license. The online support offers technical assistance to questions about the functions, as well as difficulties with the installation and activation of the software product. The online support does not offer consulting or research consulting. Before utilizing the support, the given information by VERBI (installation guides, manuals, FAQs, etc.) are to be consulted.

5.2. To receive technical support, the client is obliged to register the software online at:
<http://www.maxqda.com/support/register>

5.3. VERBI offers free online-support only for the current and the previous version of the software.

5.4. Furthermore individual support services (consulting) are of charge and require an individual, separate agreement with VERBI.

5.5. By violation of the Terms and Conditions, VERBI reserves the refusal of support services.

7. Ownership

7.1. VERBI retains all right, title and interest, including all intellectual property rights, in and to the Software and all copies thereof. The foregoing license gives you limited license to use the Software.

All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved

by VERBI and its suppliers. Your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement.

7.2. The ownership and the copyright of the software product (including, but not limited to pictures, photographs, animations, videos, audio, music, text and “applets”, that are included in the software product), the printed escort material and all copies of the software product belong to VERBI.

7.3. The software product is to be treated like any other copyright protected material with the exception, that a copy of the software is created for back up- or archiving purposes. Through ownership, the installation or use of the software the client acquires, apart from the user rights, that are granted because of the agreement, no rights of the intellectual property.

8. Data Protection

8.1. The Customer is herewith informed that VERBI collects, stores, processes and – if necessary – passes on to third parties the Customer’s data to the extent necessary for the performance hereof and subject to the applicable data protection and data privacy laws.

8.2. VERBI is entitled to raise, save and use the personal data as far as this is necessary to process your order and to deduct via invoicing. Dissemination to third parties does not take place, if it has not been explicitly indicated and the customer has agreed to it.

8.3. Customers can view their personal data free of charge at any time at VERBI. Written inquiries can be sent to VERBI GmbH, Marie-Elisabeth-Lüders-Str. 1, 10625 Berlin, Germany or via e-mail to info@maxqda.de.

9. Defects of quality and defects in title

9.1. VERBI shall supply the Software to the Customer in a condition free from defects in quality or defects in title. Defects affecting the suitability for use of the Software to a minor extent only shall not be considered as defects for the purposes of this agreement. Functional impairment caused by the hardware and software environment made available by the Customer, operator error, defective external data, computer network malfunction or any other reason belonging to the Customer's sphere of responsibility shall not be considered as defects for the purposes of this agreement.

9.2. VERBI does not warrant the proper functioning of software that has been modified by the Customer unless the Customer demonstrates that the defect reported was not caused by such modification.

9.3. The Customer shall take reasonable precautions in the event that the Software fails to work correctly in part or in full. He shall test the Software thoroughly in order to ensure it's suitable for the purpose intended by him before using it in operations. The Customer shall also save his data in a manner consistent with the latest state of the art – he should do so after each work session in which he used the software. He shall ensure that he latest data in machine-readable form from the data stocks available

can be reproduced with reasonable effort. In the event of a loss of data, VERBI's liability shall be limited to the damage which would have occurred even with the Customer performing data backup procedures.

9.4. VERBI shall initially eliminate any defects in quality by repair. The Customer shall be entitled to demand repair or a new program unless VERBI is entitled by law to refuse such repair or replacement. The Customer shall grant to VERBI a reasonable period of grace for repair/replacement.

9.5. In the event of failure to repair or replace as aforesaid, the Customer shall be entitled to reduce his payment(s) or to cancel the agreement.

10. Limited Liability, Limited Warranty, Exclusive Remedy and Disclaimer

10.1. The warranty period by VERBI expires 24 months after the product has been received by the customer, when the customer is an end user. The end user has the choice of rectifications of defects or replacement. VERBI has the right to reject the chosen type of remedy, if the cost associated with the chosen type is disproportionate to the remedy offered by the other remedy offered, and no disadvantages arise from this decision for the customer. If the performed fulfillment not satisfactory, the customer has the right to request a reduced price or revoke the contract. Should the customer be entitled to a refund rather than replacement, VERBI is only liable for the amount paid for the

software at the time of purchase, not for any further damages. For the rest any other liabilities in conjunction with defective or wrong deliveries or breach of contracts in conjunction with the fulfillment and any other liability claims due to negligence are excluded from these Terms and Conditions.

10.2. The warranty period by VERBI expires after six (6) month in case the customer is not an end-user. In this case the customer has to inspect the software received from VERBI immediately upon receipt for any defects. This inspection will generally be completed within 14 days. In order to maintain his warranty rights; the customer must notify VERBI of visible defects in the software in writing within 14 days of receiving the software. VERBI shall initially eliminate any defects in quality by repair. The Customer shall be entitled to demand repair or a new program unless VERBI is entitled by law to refuse such repair or replacement. The Customer shall grant to VERBI a reasonable period of grace for repair/replacement. In the event of failure to repair or replace as aforesaid, the Customer shall be entitled to reduce his payment(s) or to cancel the agreement.

10.3. VERBI shall pay damages or refund futile expenditure for whatever legal reason (including, but not limited to, failure to fulfill obligations, tortuous act) to the following extent only.

- In the case of willful action and in the case of a guarantee concerning agreed properties: to the full amount.
- In the case of gross negligence: to the amount of the typical or foreseeable damage to be prevented by the VERBI's obligation to exercise due care.
- In any other case, always subject to violation of a material contractual obligation and in the case of default: to the amount of typical and foreseeable damage, however, limited to an amount of EUR 20 per case and EUR 20 for all cases of damage under this agreement.

10.4. VERBI does not accept any liability for the loss of data or damages done to the systems due to the use of the product.

10.5. VERBI shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration.

10.6. To the extent to which liability is limited or excluded, this shall also apply to personal liability on the part of VERBI's employees, representatives or agents.

10.7. Notwithstanding the foregoing, statutory liability for personal injury and liability under the product liability act shall remain unaffected.

10.8. (USA only) Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

10.9. Neither VERBI nor its Suppliers shall be liable to you or any third party for any indirect, special, incidental or consequential damages (including, but not limited to, damages for loss of business, loss of profits, business interruption or the like) arising out of the use of, or inability to use the software and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), Product liability or otherwise, even if VERBI GmbH or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

10.10. VERBI total liability to you for actual damages for any cause whatsoever will be limited to the greater of 500 US-Dollars or the amount paid by you for the software that caused such damage.

11. Basis of Bargain

The Limited Warranty, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the agreement between VERBI and you. VERBI would not be able to provide the Software on an economic basis without such limitations.

12. (Outside of the USA) Consumer End Users Only

The limitations or exclusions of warranties and liability contained in these Terms do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business.

13. Third Party Software

MAXQDA and MAXQDAplus are trademarks or registered trademarks of VERBI. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners.

14. Limitation period

14.1. Any claims which the Customer may have for reason of defects in quality or defects in title (section 7 hereof) shall become statute-barred two years after delivery. In the event that a defect in title consists of a material right of any third party entitling such third party to claim the surrendering of the software, the statutory periods of limitation shall apply.

14.2. Any other claims which the Customer may have under contractual aspects or from an obligatory relationship (section 311, subsection 2 of the German Civil Code [§311, Abs. 2 BGB]) shall become statute-barred one year after the statutory date of commencement of the period of limitation. Claims shall at the latest become statute-barred on expiration of the maximum statutory periods (section 199, subsection 3, subsection 4 of the German Civil Code [§ 199 Abs. 3, Abs. 4 BGB]).

15. Miscellaneous provisions

15.1. All legal relationships arising under this contractual relationship shall be subject to the laws of the Federal Republic of Germany excluding the unified law governing the international purchase of movable goods and the law governing international contracts of purchase for movable goods.

15.2. The place of jurisdiction for all disputes arising hereunder shall be Berlin in as far as the Customer is a merchant or has a legal standing equivalent to this or in the event that the Customer has his place of business or his branch abroad.

15.3. This Agreement is governed by the laws of Germany, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

15.4. This Agreement sets forth all rights for the user of the Software and is the entire agreement between the parties.

15.5. In the event that any provision hereof is or becomes invalid or in the event that the contract is incomplete, the validity of the remaining provisions shall not be affected thereby. The parties hereto shall replace such invalid provision with a provision that reflects the meaning and purpose in a lawful sense of such invalid provision in as far as possible. This provision shall also apply to any loopholes.