

MAXQDA Software: General Terms & Conditions (GTC) and End User License Agreement (EULA) for Universities, Research Institutions and Enterprises

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§ 1 Subject Matter

1. Depending on the purchase of the license in accordance with §§ 5-7 of these GTC, the subject matter of this contract is the temporary or permanent transfer of MAXQDA in the selected functional scope against or without payment (e.g. demo license) together with the corresponding granting of the rights of use described in §§ 12, 13. The Customer has no right to the provision and use of the source code of the software.
2. The provider of goods and services under this Agreement is VERBI Software. Consult. Sozialforschung GmbH (hereinafter referred to as "VERBI").
3. Subject to explicit contrary provisions in these GTC/EULA, VERBI is the manufacturer und author of the Software MAXQDA and its product family (hereinafter referred to as "the Software"). Product information, support and warranties are provided by VERBI.
4. The Customer is informed that the MAXQDA Software uses open source components for its operation. These open source components are listed conclusively at <https://www.maxqda.com/open-source-software> , stating the applicable license in each case. The Customer expressly agrees to the use of these open source components in connection with the operation of the Software and undertakes to observe the license conditions provided at <https://www.maxqda.com/open-source-software> when using, editing and sharing the open source components.
5. The quality owed and the functional range of the Software selected by the Customer are conclusively set out in the functional descriptions, which are available at <https://www.maxqda.com/products> .
6. MAXQDA and its related product family are distributed - apart from VERBI directly - through VERBI's resellers. If MAXQDA and the related product family are used by a reseller, this results in a direct contract between this reseller and the Customer. In this case, the Customer cannot assert contractual claims arising from the contract with the reseller against VERBI, but exclusively against the reseller.

§ 2 Scope

1. These GTC/EULA of VERBI govern the legal relationship between VERBI and the Customer. The following provisions are aimed exclusively at businesses under § 14 German Civil Code (BGB) (non-private Customers) such as: universities, research institutions, other companies or entrepreneurs. If the Customer is a private consumer under § 13 BGB, (if he or she acquires rights of use for purposes which cannot be attributed either to his commercial or his independent professional activity), the General Terms and Conditions for Private Consumers shall apply exclusively (<http://www.maxqda.com/terms-and-conditions-private>).

2. These GTC/EULA apply exclusively and will be the foundation of every contract with VERBI as a contract partner; contradictory or divergent conditions of the client will not be acknowledged by VERBI, unless VERBI has produced a written statement as acknowledgment. These GTC/EULA apply even if VERBI is aware of conflicting or deviating terms by the customer and performs the Customer's order without reservation.

3. Any agreement between clients and VERBI need to be a written agreement and cannot be waived orally.

§ 3 Entry into a Contract (Offer / Order, Confirmation and Acceptance)

1. Descriptions of VERBI's product, in particular on VERBI's websites, do not constitute offers to conclude a contract, but are merely a non-committal invitation to the Customer, to send VERBI a request to enter into a contract for the acquisition of user rights for the Software.

2. Upon receiving a request from a Customer, VERBI will draw up an offer to conclude a contract for the acquisition of usage rights to the Software MAXQDA or the related product family and send it to the Customer. By signing and returning the signed offer, the Customer declares acceptance of VERBI's offer.

3. Pricing information given by phone is without obligation.

4. In addition, the Customer has the option of concluding a contract for the purchase of usage rights to the Software MAXQDA via the shop integrated on the VERBI website. To do this, the Customer first selects the relevant product on VERBI's website. After selecting the product, the Customer is automatically redirected to the website of VERBI's e-sales partner cleverbridge GmbH (hereinafter referred to as "cleverbridge"). The General Terms and Conditions of cleverbridge GmbH and cleverbridge, Inc., available at <https://shop.maxqda.com/107/?scope=optandc&id=NmzXPfVI9N>, apply to the conclusion of the contract via the web shop. The serial number for activating the Software as well as the download link will be provided to the Customer by cleverbridge immediately after conclusion of the contract.

§ 4 Customer Warranties

1. The Customer warrants that all the information provided when placing the order was up to date and accurate in all material respects and that it is adequate for VERBI to carry out the order. This information results either from the offer sent by VERBI in accordance with § 3 or the information provided in the context of the order in accordance with § 3. Additional costs incurred by VERBI as a result of false or incomplete information shall be borne by the Customer.

2. The Customer ensures that the correct discount level is selected (according to § 6) when placing the order. If the Customer claims a discount level that is found to be invalid or not applicable, VERBI is entitled to claim the difference.

§ 5 Terms of Payment for Orders outside the Online shop, Reservation of Ownership, Offsets

1. Unless otherwise indicated, the prices stated in the offer made by VERBI at the time of placing the order shall apply.
2. Orders from European countries must be placed in EURO; orders placed in US Dollars violate our General Terms and Conditions. These conditions are also eligible for all deliveries to European countries regardless of the location of order placement. US Dollar currency orders as well as deliveries are solely allowed out of American, South and East Asian, Oceanian and African countries.
3. Unless otherwise indicated, the prices indicated are understood as exclusive of VAT (which is stated separately in the invoice at the statutory rate as of the invoice date). Prices include shipping costs.
4. The payment of the purchase price is due immediately upon entry into the contract and shall take place in the manner specified on the VERBI Website. With the exception of purchases on account, payments shall take place prior to delivery. Annual licenses are to be paid in full up front for the entire license period. Where the Customer has purchased products or services with recurring payment obligations (subscriptions) the prices are due at the agreed interval(s) and the Customer shall pay these or make the corresponding purchase price available using the payment option selected for debiting by VERBI.
5. The deduction of cash discount is subject to a prior separate agreement.
6. Unless otherwise stated in the confirmation of order, the invoice amount for purchases on account shall be paid without deduction immediately after the invoice has been received. The Customer bears any costs of the money transfer themselves.
7. Should the Customer be in default of payment, VERBI is entitled to demand interest on arrears and a further lump sum of EUR 40.00, unless the Customer can prove that no damage or lower damage has been incurred. The interest rate shall be 9 (nine) percentage points higher than the given base rate. If VERBI is able to prove higher damages caused by the default, VERBI is entitled to claim these damages. Any lump sum already claimed under this provision shall be credited towards the claim for damages.
8. The Customer shall only be entitled to offset rights if his counterclaims have been legally established or acknowledged by VERBI. The Customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
9. If the Customer is in default of acceptance or if they violate other cooperation obligations, VERBI is entitled to demand damages incurred, including possible additional charges. In this case, the risk of accidental loss or accidental deterioration of the contractual item also passes to the Customer at the time at which the latter is in default of acceptance.

§ 6 Discount Levels

VERBI offers special discounts for different groups of Customers. The purchaser / license holder will ensure that the license will only be made accessible to the authorized group of people.

1. Academia

Academia pricing is available for educational institutions like universities, colleges, any kind of schools and their employees.

2. Non-Profit

Non-Profit pricing levels can also be applied for by public institutions, charitable organizations, NGOs and their employees.

3. Business

Business pricing applies to all customers except those meeting the criteria for Non-Profit, Academia or Student pricing.

§ 7 Types of License Acquisition

1. Purchase

Purchased licenses may be used without a time limit. They include all services listed in § 14.

2. Subscription

Subscriptions are valid for one year (beginning on the date of purchase). The subscription is automatically extended for another year unless the contract is cancelled at least 2 months in advance of the scheduled extension. Subscriptions include all services listed in § 14. Subscription licenses include free upgrades to new versions of the Software.

3. Free Licenses

3.1. Before purchasing one of the aforementioned licenses, the Customer has the option to use a free trial version, limited to 14 days.

3.2. VERBI also provides a reader version of the Software - MAXQDA Reader - which can be downloaded for free from the VERBI website. The Reader version has a limited range of functions.

3.3. In addition, there is a free license for participants of educational courses. The Course License is a free MAXQDA license, which can only be requested by teachers for the duration of an official methods course and must be applied for with VERBI. The educational course must be listed on the university's website and/or in the university's course catalog. The student participants of the respective course will each receive their own MAXQDA license to install on their private computers for the duration of the course, for which the provisions of these [GTC/EULA](#) on free licenses apply.

The license may only be used for the purposes of the course. The license may not be used to complete bachelor's, master's, doctorate or other qualifying theses, dissertations or publications.

4. 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. At the release of a new version of MAXQDA, registered license holders of a purchase license receive a one-time reduction on the new price (upgrade price). This applies to all purchase licenses held by the Customer. The authorization to purchase an upgrade must be proven by specifying the serial number(s). The upgrade right is rendered void if the license holder has not exercised the right to upgrade for two program versions in sequence.

4.3. VERBI is entitled to create Software updates by own discretion.

4.4. Free of charge licenses are not entitled to updates of the Software.

§ 8 Restrictions to the Transfer of Usage Rights and Right of Revocation

1. In the event that the Customer is to be granted permanent usage rights to the Software, VERBI reserves the right to delay the transfer of said usage rights to the Customer until VERBI has received the full sum stated in the delivery contract, including additional costs (e.g. exchange costs, financing costs, interest, etc.). Until to this point, the Customer is only granted temporary rights, which can be revoked by VERBI in accordance with the following provisions.

2. Until the time of the transfer of permanent rights of use pursuant to Paragraph 1, the Customer shall be obligated to notify VERBI immediately in the event of seizure or other interventions by third parties so that VERBI may bring an action pursuant to § 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse VERBI for the judicial and extrajudicial costs of a prevailing complaint pursuant to § 771 ZPO, the Customer shall be liable for the failure incurred by VERBI.

3. A serious breach by the Customer of the GTC/EULA entitles VERBI to revoke the contract with the Customer. The parties agree that a serious breach is given in particular if the Customer uses the license contrary to the terms of use in § 13.

§ 9 Delivery and Scope of Performance

1. The delivery of the Software will be completed according to the delivery information on the VERBI website. The Customer usually receives a download link to download the Software from a website. As an additional option an installation CD can be ordered, which will be shipped to the Customer via postal mail. In both cases the installation must be unlocked with a serial number, which the Customer will receive via e-mail.

2. An order will usually be processed within one week after it is entered.
3. If the Software is offered to the Customer electronically, in the form of a link allowing the Customer to download the Software from VERBI's server, the Customer is responsible for obtaining the Software. After accessing the required data, the Customer alone decides whether and when to download the Software.

§ 10 Ownership

1. The Software product is protected by German copyright law, international copyright laws as well as by other intellectual property laws.
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 accompanying material and all copies of the Software product belong to VEBRI.
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 these GTC/EULA, no rights of the intellectual property.

§ 11 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. To use the Software, the Customer must activate it with the serial number. VERBI expressly points out that the activation process of the Software requires an internet connection. If the Customer does not have an internet connection, VERBI will undertake an alternative activation option for the Software in cooperation with the Customer. The activation requires the transmission of a variety of information about the computer used by the Customer and the system environment in which the Software is to be operated. This information may also contain personal data, as described in the separately contained Privacy Policy for the Software.

§ 12 Copyright and License

1. The period of time for which Customer is granted the right to use the Software depends on whether the Customer has chosen a purchase license (§ 7 para. 1), a subscription (§ 7 para. 2) or a free license (§ 7 para. 3). If the Customer has chosen a purchase license, this will entail him/her with a a simple, non-exclusive right of use in the Software downloaded or received via postal mail to the extent granted in these GTC/EULA. If the Customer has selected a subscription or a free license, the rights of use are limited in time to the duration of the underlying agreement.
2. The usage rights for upgrades, insofar as provided, are granted to the Customer in accordance

with the underlying license type (purchase or leasing license). If the Customer has received and activated an upgrade, the usage rights for those elements of MAXQDA which have been replaced by the upgrade expire at the time of the installation and activation of the respective upgrade. Any Customer's right to resell the upgraded Software also expires at this time.

3. The Customer shall be entitled to use the Software according to the provisions of the respective license type (§ 13) – subject to full payment of the remuneration. Furthermore, the Customer is entitled to make a backup copy of the Software. This is to be clearly labeled as such. VERBI may require that any duplicated pieces, which are unlawfully produced, distributed, or distributed illegally, be destroyed.

4. The Customer shall not be entitled to remove any copyright, trademark, property or other information provided on the data carriers, in the program itself or on the documentation. The use of the symbols, which are integrated into the Software, may only be carried out within the scope of normal, contractual use of the Software. The separate use or exploitation of the symbols is expressly forbidden.

5. The Customer is not entitled to reverse engineer, decompile or disassemble the Software product. This applies, however, only to the extent that the applicable law does not expressly permit such a possibility. The Software product is licensed as a single product. The Customer is not allowed to separate its components to use on more than one computer.

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.

7. The Customer shall – with the exception of time-limited and free licenses – 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. In the case of a transfer of usage rights in this sense, VERBI is under no obligation to provide support and/or upgrades for the Software to the third party that acquires it, unless the third party concludes a separate agreement with VERBI. You may not rent, lease, or sublicense the Software.

8. The rights of the Customer to the Software shall be terminated and immediately reverted to VERBI if the Customer violates the above-mentioned conditions of use. Notwithstanding any other rights, VERBI is entitled to revoke the Customer's rights of use if the provisions and conditions of this contract are seriously violated. In both cases, the Customer is obligated to destroy all copies of the Software product and its components or to hand them over to VERBI. The Customer must confirm this in writing by email.

§ 13 Conditions of Use According to the License Type

1. Single User Licenses

The Single User License may be used by one person and may be installed on two devices. Both installations may not be used simultaneously. Under no circumstances they may be used by different persons.

2. Network Licenses

Network licenses are server-based licenses, which allow the simultaneous use of the Software in accordance with the number of purchased licenses (starting from 5 licenses). Network licenses need to be set up and managed with our license management tool "MAXQDA Netlic Manager". This tool requires the server PC to have a Windows environment (Windows 8 or newer). The total number persons with access rights may be twice as high as the number of purchased licenses (concurrent use). The use of the Software by an unlimited number of persons is not permitted under any circumstances. Other types of network license are to be negotiated directly with VERBI; the terms of use for such licenses are determined on a case by case basis.

2. Portable Licenses

The Portable License may be installed on a USB flash drive and may be used directly from it on different computers that fulfill the system requirements for MAXQDA to run. The Customer installs the Software on their 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 on which it is installed. In case of loss, theft or other loss of the USB stick or in case of damage, the software can no longer be used. If the Customer notifies VERBI of the above-mentioned circumstances, VERBI will deactivate the relevant installation and unlock a renewed activation option for the Customer's license. The activation fee is 50 Euro (net price).

§ 14 Support Services

1. VERBI offers free online support to MAXQDA licensees at its own discretion to an extent to be determined by VERBI. However, if you have acquired a free license, you are not entitled to the support services. 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.

2. VERBI offers free online-support only for the current and the previous version of the Software. VERBI will no longer support older versions.

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

4. In case of serious violations of the Terms and Conditions / EULA, VERBI reserves the refusal of support services, as far as legally permissible. This shall not apply if support services for the purchased license are part of the main service owed in accordance with these GTC/EULA.

§ 15 Data Protection

The Customer has acknowledged the [Privacy Policy](#) for the use of the Software.

§ 16 Limited Liability, Limited Warranty and Disclaimer

1. Warranty

The following provisions apply to the warranty for the acquisition and use of the Software:

1.1. The Customer is not entitled to remedy defects themselves and demand compensation for the expenses incurred, unless the Customer provided VERBI with the information necessary to ascertain the nature of the defect and VERBI was not able to provide a remedy within a reasonable period of time.

1.2. Claims for compensation for damages and expenses for reimbursement shall become statute barred at the completion of 12 months. This 12-month period begins at the earliest with the notification of the defect by the Customer and at the latest at the end of the year in which the Customer recognized the defect or could have recognized it without negligence.

2. Other Liability Restrictions and Limitations

2.1. Warranty is only granted if the Software is installed according to the system requirements described on the VERBI webpage (<http://www.maxqda.com/products/system-requirements>). VERBI is therefore not required to ensure that the Software's functions meet the specific requirements of the Customer or work in conjunction with components in the Customer's specific hardware configuration. The selection, installation and use of the Software as well as the desired results are the responsibility of the Customer.

2.2. Any warranty or liability is excluded for consequences resulting from alterations made by the Customer or a third party to the Software or through improper handling or incorrect operation of the Software.

2.3. VERBI does not accept any liability for the loss of data or damages to systems due to the use of the product, unless VERBI caused the loss intentionally or through gross negligence and the Customer had taken reasonable precautions to ensure that a data backup was carried out according to the latest technological standards and at appropriate intervals (at least once per day), so that the data could reasonably be reconstructed.

2.4. VERBI shall not be liable for damages that are not caused by the Software itself; In particular, VERBI shall not be liable for lost profits of the Customer, which are attributable to the use of the product.

2.5. VERBI is liable without limitation for intent and gross negligence as well as for slight negligence in the event of damage resulting from injury to body, life or health. In other cases of slight negligence, VERBI is only liable in the event of a breach of such obligations that make the reasonable and proper performance of the contract possible in the first place and on the fulfilment of which the Customer accordingly relies and may rely (cardinal obligations) and only limited to compensation for the foreseeable, typically occurring damage. Other claims for damages are excluded. Furthermore, limitations and exclusions in this clause do not apply to claims by the Customer in the event of fraudulent concealment of a defect by VERBI due to the absence of an assured characteristic, the breach of a warranty promise and claims in accordance with §§ 1, 4 of the Product Liability Act (Produkthaftungsgesetz).

2.6. VERBI is not liable to the Customer for delays in performance resulting from force majeure, namely circumstances beyond VERBI's control. The same applies if VERBI is unable to provide its service in accordance with these GTC/EULA due to a lack of information or cooperation from the Customer.

2.7. 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.

§ 17 High Risk Activities

The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, High Risk Activities). VERBI GmbH expressly disclaims any express or implied warranty of fitness for High Risk Activities.

§ 18 Miscellaneous Provisions

1. The place of fulfillment for delivery and payment as well as the place of jurisdiction for all disputes arising hereunder shall be VERBI's base of Berlin, Germany in as far as the Customer is a merchant or has a legal standing equivalent to this, including public legal entities.

2. This Agreement is governed by the laws of Germany. The application of the United Nations Convention for the International Sale of Goods (CISG) 11.04.1980 is expressly excluded.

3. The rights and obligations arising from an agreement between the parties, based on these conditions, cannot be transferred to third parties without the prior written consent of VERBI.

Section 354a HGB (German Commercial Code) shall remain unaffected.

4. In the event that any provision in these GTC/EULA or any provision under any other agreement is or becomes invalid, the validity of the remaining provisions shall not be affected thereby. The relevant statutory regulation shall apply in place of the ineffective provision.

5. VERBI is entitled to name the Customer as a reference for promotional purposes on its websites. This may include the use of the Customer's logo (corporate identity), to which the Customer agrees. VERBI reserves the right to name this reference up to 3 calendar years after the termination of a contract with the Customer.

6. VERBI is entitled to unilaterally amend these GTC/EULA if there is a valid reason for doing so (e.g. in the case of a necessary adjustment to changes in the legal or technical framework conditions). Customers will be informed of an amendment in advance by e-mail, stating the content of the amended provisions. If the Customer does not object to the notification of amendment within 4 weeks after receipt of the e-mail, the amended provisions shall be deemed agreed.