General Terms & Conditions (GTC) and End User License Agreement (EULA) for Private Consumers

§ 1 Subject Matter

1. Depending on the purchase of the license in accordance with §§ 5-6 of these GTC/EULA, the subject matter of the contract is the temporary or permanent provision of the standard software MAXQDA in the selected functional scope against or without payment together with the corresponding granting of the rights of use described in §§ 10, 11. 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 the 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 and 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 Software MAXQDA 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 is obliged 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. The Software 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

These GTC/EULA of VERBI govern the legal relationship between VERBI and the Customer. The following provisions are intended exclusively for private consumers under § 13 of the German Civil Code (BGB), i.e. Customers who acquire rights of use in accordance with these GTC/EULA for purposes which cannot be attributed to their commercial or independent professional activities. If the Customer is not a consumer in the above sense, the General Terms and

Conditions for Universities, Research Institutions and Enterprises shall apply exclusively (https://www.maxqda.com/terms-and-conditions).

§ 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.

2. Any information given by VERBI via phone is without obligation.

3. The Customer has the option of concluding a contract for the purchase of usage rights to the 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=NMzXPfVl9N, 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 from 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 for the account of the Customer.

2. The Customer ensures that the correct license is selected in accordance with its authorization as a license holder (according to § 5) when placing the order. If the Customer claims to be a type of license holder that is found to be not applicable, VERBI is entitled to claim the difference.

§ 5 Authorized License Holder

1. Students / PhD Candidates

Student / PhD candidate licenses are personal licenses, which can only be purchased by students / PhD candidates for temporary use who have demonstrated their student / PhD candidate status during the ordering process (as required). Recipients of the invoice and the delivery must be the student / PhD candidate with his or her private address. The purchase of student licenses by institutions is not permitted.

2. Private License

This personal license may only be used for purposes that can predominantly neither be attributed to the commercial nor the independent professional activity of the customer. The use by institutions and companies is prohibited.

§ 6 Types of License Acquisition

1. License for a Limited Time (Students / PhD Candidates)

Student / PhD candidate licenses entitle the holder to use the Software as described in the product descriptions on the website www.maxqda.com for a limited period of time and include all services listed in § 12 for the duration of the contract.

2. Subscription (Private License)

Private licenses entitle the customer to time-limited use in accordance with the product descriptions for a period of one year (from the date of conclusion of the contract). The subscription shall be automatically renewed for a further year unless notice of termination is given by one of the parties 2 months before the end of the term. Subscription licenses include all services listed under § 12. In addition, they will be upgraded free of charge to any new version of the Software (free upgrade).

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, limited-time 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

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

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

§ 7 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 servers, the Customer is responsible for obtaining the Software. After accessing the required data, the Customer alone decides whether and when to download the Software.

§ 8 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 VERBI.

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.

§ 9 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. 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.

§ 10 Copyright and License

1. The period of time for which Customer is granted the right to use the Software depends on which license type the Customer has chosen. If the Customer has selected a license for a limited time 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 according to the underlying license type. If the Customer has received an upgrade and activated it, the usage rights for those parts of the standard Software, which are replaced by the upgrade, expire at the time of the installation and activation of the respective upgrade. Any Customer's right to resell the replaced Software also expires with this date.

3. The Customer shall be entitled to use the Software according to the provisions of the respective license type (§ 11) – 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 not be entitled to pass the Software on to a third party.

8. The rights of a Customer to use the Software expire and immediately revert to VERBI, if the Customer violates the above conditions of use. Notwithstanding any other rights, VERBI is entitled to revoke the Customer's rights of use if the provisions and conditions of these GTC/EULA 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 by email.

§ 11 Conditions of Use

The Single User License may be used only by the Customer. The Customer may install the License on 2 devices. Both installations may not be used simultaneously. Under no circumstances they may be used by another person.

For students / PhD candidates further license conditions/terms of use apply in addition to these GTC/EULA. These are available at https://www.maxqda.com/student-license-agreement. In the event of contradictions between the license conditions for students and these GTC/EULA, the license conditions for students / PhD candidates shall take precedence.

§ 12 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 Software's 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 these GTC / EULA, VERBI reserves the right to refuse support services. This shall not apply if support services for the purchased license are part of the main service owed in accordance with these GTC/EULA.

§ 13 Data Protection

The Customer has acknowledged the Privacy Policy for the use of the Software.

§ 14 Limited Liability, Limited Warranty and Disclaimer

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

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. 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.

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 were 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.

4. 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).

5. 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.

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.

§ 15 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.

§ 16 Withdrawal Policy

1. Right of Revocation

1.1. You have the right to withdraw from this contract within a period of fourteen days without reason. The period of withdrawal shall be fourteen days from the date on which you or a third party you designate, which is not the carrier, has or has taken possession of the goods (in the case of a purchase contract) or of the conclusion of the contract (in the case of a contract for the supply of digital content which is not contained in a tangible medium).

1.2. In order to exercise your right of withdrawal you must contact us (VERBI Software, Consultant Sozialforschung GmbH, Invalidenstr. 74, 10557 Berlin, Tel.: +49 (0)30 206 22 59 – 22, Fax: +49 (0)30 206 22 59 – 29; E-Mail: cs@maxqda.com) by means of a clear statement (e.g. a letter, fax or e-mail sent by mail) about your decision to withdraw from this contract. You can use the enclosed Model Withdrawal Form, but this is not required.

1.3. It is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

2. Consequences of Withdrawal

2.1. If you withdraw from this agreement, we will pay you all the payments we have received from you, including the cost of delivery (except for the additional costs resulting from your choice of different types of delivery other than the standard delivery offered by us) within a period of fourteen days from the date on which the notice of withdrawal of this contract has been received by us. For such repayment, we will use the same means of payment you used in the original transaction, unless expressly agreed otherwise. In no case will you be charged for these repayment fees. In the case of purchase contracts, we can refuse the repayment until we have recovered the goods or until you have proved that you have returned the goods, whichever is earlier.

2.2. You must return the goods to us immediately or in any case no later than fourteen days

from the date on which you have informed us of the withdrawal of this contract. This deadline is regarded as the date of postage, not the date of receipt.

2.3. VERBI shall bear the costs of returning the goods.

2.4. You must only pay for possible loss of value of the goods if this loss in value is attributable to handling which goes beyond checking the quality, characteristics and functioning of the goods.

End of Withdrawal Policy

3. Important Advice

According to § 356 para. 5 of the German Civil Code BGB, in the case of a contract for the delivery of digital content (eg a software acquired by download) not on a physical data carrier, withdrawal right expires when VERBI has begun the execution of the contract after the Customer

1. has expressly agreed that VERBI shall begin the execution of the contract before expiry of the period of withdrawal and

2. has confirmed their knowledge that they will lose their right of withdrawal by its consent at the beginning of the execution of the contract.

VERBI shall start to execute the contract as described above at the time when the consumer starts the download.

4. Model Withdrawal Form

(If you want to revoke the contract, please fill out this form and return it to VERBI.)

To: VERBI Software. Consult. Sozialforschung GmbH, Invalidenstr. 74, 10557 Berlin, E-Mail: cs@maxqda.com

I / We (*) hereby give notice that I / We withdraw from my / our contract of sale of the following goods (*) / the provision of the following service (*):

Ordered on (*) / received on (*)

Name of consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is notified on paper)

Date

(*) Delete as appropriate.

§ 17 Miscellaneous Provisions

1. This Agreement is governed by the laws of Germany. The application of the United Nations Convention for the International Sale of Goods (CISG) of 11.04.1980 is expressly excluded. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions of the state in which the Customer has his habitual residence as a consumer shall remain unaffected.

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

3. 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 relevant statutory regulation shall apply in place of the ineffective provision.

4. 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

5. The European Commission has created an Internet platform for online dispute resolution. Further information on this contact point for the out-of-court settlement of disputes can be found at http://ec.europa.eu/consumers/odr/. VERBI is neither legally or contractually obliged to participate in a dispute resolution procedure before a consumer arbitration board, nor is it voluntarily prepared to do so.

6. The contractual language is German.