

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

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§ 1 Subject Matter	2
§ 2 Scope	2
§ 3 Entry into a Contract (Offer, Confirmation and Acceptance)	2
§ 4 Customer Warranties	2
§ 5 Terms of Payment, Reservation of Ownership, Offsets	3
§ 6 Discount Levels	3
6.1. Commercial	3
6.2. Student	3
§ 7 Types of License Acquisition	4
7.1. Purchase	4
7.2. License for a Limited Time	4
7.3. Free Licenses	4
7.4. Updates & Upgrades	4
§ 8. Restrictions to the Transfer of Usage Rights	4
§ 9 Delivery and Scope of Performance	5
§ 10 Ownership	5
§ 11 Activating the Software	5
§ 12 Copyright & License	6
§ 13 Conditions of Use According to License Type	7
13.1. Single User Licenses	7
13.2. Portable Licenses	7
§ 14 Support Services	8
§ 15 Data Protection	8
§ 16 Limited Liability, Limited Warranty and Disclaimer	8
16.1. Purchase	8
16.2. License for a Limited Time	9
16.3. Free Licenses	9
16.4. Other Liability Restrictions and Limitations	9
§ 17 High Risk Activities	10
§ 18 Revocation Policy	10
18.1. Right of Revocation	10
18.2. Consequences of Revocation	10
18.3. Important Advice	11
18.4. Sample Revocation Form	11
§ 19 Miscellaneous Provisions	11

## § 1 Subject Matter

1. The provider of goods and services under this Agreement is VERBI Software. Consult. Sozialforschung GmbH (hereinafter referred to as "VERBI").
2. VERBI is the manufacturer und author of the standard Software "MAXQDA" and its product family (hereinafter referred to as "the Software"). Product information, support and warranties are provided by VERBI.
3. The standard Software "MAXQDA" and its related product family are distributed - apart from VERBI directly - through VERBI's resellers. If the MAXQDA standard software and the related product family are used by a reseller, this reseller is the sole contractual partner of the customer. In this case, the customer cannot assert contractual claims against VERBI, but exclusively against the reseller.

## § 2 Scope

These general terms and conditions 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), such as Customers who acquire rights of use 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 (<http://www.maxqda.com/terms-and-conditions>).

## § 3 Entry into a Contract (Offer, 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 standard Software "MAXQDA" or the related product family.
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 standard 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 Customer Warranties

1. The Customer warrants that all the information he provided when placing his order was up-to-date and accurate in all material respects and that it is adequate for VERBI to carry out the order. 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 he or she selects the correct discount level (according to §6) when placing his order. Additional costs, incurred by VERBI as a result of false or incomplete information shall be for the account of the Customer.

## § 5 Terms of Payment, Reservation of Ownership, Offsets

1. Unless otherwise indicated, the prices stated in the offer made by VERBI at the time the Customer places his order shall apply.

2. Orders from European countries must be placed in EURO or in the appropriate European currency; orders placed in US Dollars violate our General Terms and Conditions. Any financial loss due to currency differences must be refunded to VERBI by the ordering party. 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. Payments must be made in the ways indicated on the website; other payment methods require the prior consent of VERBI.

4. Unless otherwise stated in the confirmation of order, the invoice amount shall be paid without deduction immediately after the invoice has been received. The Customer bears any costs of the money transfer themselves.

5. Should the Customer be in default of payment, VERBI is entitled to demand interest on arrears. The interest rate shall be 5 (five) 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.

6. 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.

7. 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. Commercial

Commercial licenses are valid for all purchasers, provided that they do not meet any of the criteria for reduced licenses or training licenses.

### 2. Student

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

## § 7 Types of License Acquisition

### 1. Purchase

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

### 2. License for a Limited Time

Student licenses entitle the holder to use the Software described on the website [www.maxqda.com](http://www.maxqda.com) for a limited period of time and include all services listed in section 14 for the duration of the contract.

### 3. Free Licenses

3.1. The Customer has the option to use a free trial version, limited to 14 days, before activating a binding order of one of the aforementioned fee-paying licenses.

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.

### 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. Licensees that have not paid any upgrade fees (for example subscription) have no right to updates of the program.

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

## § 8 Restrictions to the Transfer of Usage Rights

1. In the event that the Customer is to be granted permanent usage rights to the standard 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: In the case of breach of contract by the Customer, in particular in the event of a delay in payment, VERBI reserves the right to retain the object of the contract and to retain parts of the object of the contract which have not yet been delivered. The withdrawal of the contractual object by VERBI does not constitute a withdrawal from the contract, unless VERBI has expressly declared this in writing. Seizure of the subject of the contract shall always involve withdrawal from the contract. VERBI shall be entitled to sell the object of the contract after the object has been withdrawn; the proceeds from the sale shall be credited to the Customer's liabilities less the costs of the sale.

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.

## § 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 he can order an installation CD, which he will receive by 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.

## § 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 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 the agreement, 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 some operating systems for activating the Software require 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 detail below. The Customer hereby accedes to the following:

## **DATA PROTECTION AGREEMENT (§ 4a BDSG [German Data Protection Act]):**

**3. During the online activation process VERBI will collect the following data for the verification and system-compatible activation of the license and then store it for the duration of the license: the registered serial number, the name entered by the Customer, the email registered by the Customer, the date of the activation process, the MAXQDA version used, the name and hostname of the computer, the user name, the installation code, the operating system used, and the serial number and IP address of the computer. The Customer agrees to the transmission of this information by using MAXQDA. VERBI stores the information and is entitled to use it to process support requests as well as to verify compliance with the license terms. VERBI does not transfer said data to third parties.**

**4. The Customer agrees to allow MAXQDA to periodically check the validity of the Customer's license by using online checks on the VERBI Activation Server. This process takes place automatically, whereby the same information sent during the activation process is transmitted. For portable licenses, the IP address is not transmitted during online checks. If an online check shows that the license is invalid, VERBI has the right to inform the Customer about this, to demand the Customer purchase a correct license and / or to prohibit further use of the Software or license.**

**5. If the Customer wants to transfer the Software to a new computer, he must first deactivate the license on the old computer for some MAXQDA versions. In this process, the data mentioned in § 11.3. is transmitted again. The Customer can then begin the activation process on this new hardware.**

## § 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 license for a limited time (§ 7 para. 2) or a free license (§ 7 para. 3). If the Customer has chosen a purchase license, he/she will receive a simple right of use in the Software he/she has downloaded or had delivered. 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 are granted to the Customer according to the underlying license type (purchase license). 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. The 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 (§ 13). 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 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/updates 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 a Customer who has acquired a license for a limited time, or a free license, if they violate 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 this contract are seriously violated. In both cases, the Customer is obligated to destroy all copies of the software product and its components. 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 only by the Customer. The Customer may install the License on 2 computers (PC or laptop). Both installations may not be used simultaneously. Under no circumstances they may be used by different persons.

### 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 block the relevant license and send a new activation code to the customer. In the case of damage having occurred to the USB-Stick, the damaged USB-Stick must be returned to VERBI.



## § 14 Support services

1. VERBI offers free online support to MAXQDA licensees. 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. To receive technical support, the Customer is obliged to register the Software online at: <http://www.maxqda.com/help-support/onlinesupport>.
3. VERBI offers free online-support only for the current and the previous version of the Software.
4. Additional individual support services (consulting) are of charge and require an individual, separate agreement with VERBI.
5. By violation of these Terms and Conditions / EULA, VERBI reserves the right to refuse support services.

## § 15 Data Protection

1. The Customer is herewith informed that VERBI collects, stores, processes the Customer's data to the extent necessary for the electronic processing the Customer's order, payments and/or registration only, and in accordance with applicable data protection and data privacy laws, unless the Customer has consented to another type of use of this data.
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, unless this has been explicitly indicated and the Customer has agreed to it.
3. Customers can view their personal data free of charge at any time at VERBI. Written inquiries can be sent to VERBI GmbH, Bismarckstraße 10-12, 10625 Berlin, Germany or via email to [cs@maxqda.com](mailto:cs@maxqda.com).

## § 16 Limited Liability, Limited Warranty and Disclaimer

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

### 1. Purchase License

- 1.1. For the Purchase License VERBI warrants that the Software shall have the agreed upon quality when risk is transferred. The Software shall conform to the performance specification as per the provided user documentation, and the CDs or data storage devices (if the Software is purchased on such media) as well as the user documentation (if any) shall be free of material and manufacturing defects.
- 1.2. In the case of defects in the Software, the Customer is initially entitled to supplementary performance. The Customer may, as supplementary performance, demand the removal of the defect or the delivery of a defect-free Software. However, VERBI is entitled to refuse the type of supplementary performance selected if it is only possible with disproportionate costs and another



type of supplementary performance presents no significant disadvantages for the Customer. If the defective object is to be replaced free of charge, this will require the return of the defective object. If the supplementary performance fails, the Customer may, in principle, demand a reduction of the purchase price (reduction) or an essential cancellation of the contract (withdrawal), if a reasonable deadline is set. Other warranty claims of the Customer according to §§ 434 ff. of the German Civil Code (BGB) remain unaffected.

## 2. License for a Limited Time

2.1. VERBI warrants that the Software will have the agreed upon nature for the term of the Agreement. The Software must conform to the applicable service description as per the user manual and the data storage device (if the Software is purchased on it) as well as the user manual (if available) shall be free of material and manufacturing errors.

2.2. In the case of defects in the Software, the Customer is initially entitled to supplementary performance. The Customer may, as supplementary performance, demand the removal of the defect or the delivery of a defect-free Software. However, VERBI is entitled to refuse the type of supplementary performance selected if it is only possible with disproportionate costs and another type of supplementary performance presents no significant disadvantages for the Customer. If the defective object is to be replaced free of charge, this will require the return of the defective object. Other warranty claims of the Customer according to §§ 535 ff. of the German Civil Code (BGB) remain unaffected.

## 3. Free Licenses

The claims are based on the legal regulations. VERBI assumes responsibility for deficiencies of the Software only to the extent that defects have been concealed fraudulently.

## 4. Other Liability Restrictions and Limitations

4.1. Claims for damages on the basis of simple negligence on the part of VERBI are limited to cases of foreseeable or typically occurring damages.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. The above limitations do not relate to claims of the Customer, so long as the damage is due to intent, gross negligence, injury to body, life or health, infringement of a guarantee claim and claims pursuant to §§ 1 and 4 of the German Product Liability Act. VERBI's liability for software not covered by this agreement is excluded.

4.6. 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.

## § 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 Revocation Policy

### 1. Right of Revocation

1.1. You have the right to revoke this contract within a period of fourteen days without reason. The period of revocation 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.

1.2. In order to exercise your right of revocation, you must contact us (VERBI Software, Consultant Sozialforschung GmbH, Bismarckstraße 10-12, 10625 Berlin, Tel.: +49 (0) 30 59 00 833 60, Fax: +49 (0) 30 59 00 833 61-E-Mail: info@maxqda.de) by means of a clear statement (e.g. a letter, fax or e-mail sent by mail) about your decision to revoke this contract. You can use the enclosed sample revocation form, but this is not required.

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

### 2. Consequences of Revocation

2.1. If you revoke 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 revocation 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. 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 revocation 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 Revocation 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, revocation 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 revocation 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. Sample Revocation Form

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

To: VERBI Software. Consult. Sozialforschung GmbH,  
Bismarckstraße 10-12,  
10625 Berlin,  
E-Mail: [cs@maxqda.com](mailto:cs@maxqda.com)

I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase 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 in the case of a communication on paper)

Date (\*) Delete as appropriate.

## § 19 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. Any further consumer rights under the law of the country in which the Customer has his permanent residence remain unaffected.

2. 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.

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.