

Software License Agreement

SNH Titan Desktop



Last updated: 26. July, 2023

SNH Titan Desktop ab v1.0.0 und SNH Titan Desktop+ ab v1.0.0

SNH Portable Case ab Version 1.0.0

(Preamble)

SNH Titan Desktop (SNH) is the software solution for harvesting, analyzing and visualizing data and friendships on social media. Identify previously unknown groups and intersections. View key network elements at a glance.

Save time and resources with fast, automated online data collection. Previously retrieved data can be updated automatically at any time. The program's modular design allows you to analyze a wide range of different networks. Its integrated visualization capabilities offer quick previews of groups. Export the entire network or individual parts of it for further external processing.

SNH only uses public, ubiquitously available data from social networks.

§ 1 Subject Matter of the Agreement

(1) The subject matter of this Agreement is the granting of an annual license for the standard software "Social Network Harvester" (hereinafter referred to as "SNH" or "Licensed Software"), which is sold by Freezingdata GmbH (hereinafter referred to as "freezingdata" or "Licensor"), Am Riet 3, 47929 Grefrath, Germany, licensed to customers who are not consumers in the sense of Section 13 of the German Civil Code (BGB) (hereinafter also referred to as "Licensee"), and for which a user manual is supplied.

(2) The Licensor will supply the Licensee with a copy of the Licensed Software on storage media or via download along with a printed or downloadable version of the associated user documentation together with a corresponding license. If the software is delivered via download, then the Licensor will grant the Licensee access to the Licensed Software and

the user documentation via its website. The Licensor will provide the Licensee with login information, including a user name and a corresponding password for accessing the secure area of the Licensor's website. In the event that the software is protected by a license key, the Customer will receive the license key exclusively for the use of the Licensed Software, as further stipulated in this Agreement or, as necessary, in a supplemental license certificate and/or user documentation.

(3) The quality and functionality of the Licensed Software are exclusively determined by the license certificate and the enclosed product description. The details contained therein are performance specifications and should not be construed as guarantees. Guarantees are only granted when expressly indicated and agreed upon as such. The software is not guaranteed to be suitable for a specific purpose; no assurances are made with respect to special features.

(4) Installation and configuration services are not part of the subject matter of this Agreement. Updates supplied by the Licensor within the term of the license are available to the Licensee exclusively via download following notification by email or from within the application. These updates are included in the annual license.

§ 2 Granting of Rights

(1) Upon full payment of the fee outlined in § 3 of this Agreement, the Customer will receive a non-exclusive right to use the Licensed Software for its intended purpose within the scope granted in this Agreement and the license certificate for a term limited to one (1) year from the start of the license. The start of the license is the date of receipt of payment of the license fee outlined § 3. Neither the Licensee nor its legal successor(s) may use the Licensed Software when the license term expires. All storage media and the supplied user documentation remain subject to retention of title prior to full payment of the fee outlined in § 3 of this Agreement. The Licensed Software may only be used concurrently by the maximum number of natural persons specified in the licenses purchased by the Customer. Authorized use includes installation of the Licensed Software, loading the software into a computer's main memory and the intended use by the Customer. For the remainder, the number of licenses as well as the type and scope of use are determined based on the license certificate. Under no circumstances does the Customer have the right to rent, lease or sublicense the purchased Licensed Software, share it or make it accessible publicly or provide it to third parties for a fee or free of charge, e.g. in the scope of Application Service Providing (ASP) or Software as a Service (SaaS). Paragraph 4 remains unaffected hereof.

(2) The Customer is authorized to create a backup copy if this is necessary to ensure the Customer is able to use the product in the future. The Customer will clearly designate the

backup copy of the software with a label reading "Backup copy" along with the manufacturer's copyright notice.

(3) The Customer is only authorized to decompile and reproduce the Licensed Software to the extent provided by law. However, this only applies under the condition that the Licensor does not supply the Customer with the information required for this within a reasonable period on request.

(4) The Customer is authorized to make the purchased copy of the Licensed Software permanently available to a third party following transfer of the license certificate and the documentation. In this case the Customer will completely cease using the program, remove all installed copies of the program from its computers and delete or return to the Licensor all copies saved to other storage media, unless the Customer is legally obliged to retain these copies for a longer period. At the Licensor's request, the Customer will confirm in writing that it has performed all of the actions outlined herein or state the reasons for retaining the software for a longer period as the case may be. Furthermore, the Customer and the third party will expressly agree upon the scope of rights granted pursuant to this Agreement. Splitting purchased volume license packs/bundles is not permitted.

(5) If the Customer uses the Licensed Software in a scope that exceeds the purchased rights of use in terms of quality (with respect to the type of permitted use) or quantity (with respect to the number of licenses purchased or the term), then the Customer will immediately purchase the rights of use required for authorized use. If the Customer fails to do so, then the Licensor will assert all rights to which it is entitled.

(6) Copyright notices, serial numbers and other features used to identify the program may neither be removed from the software nor altered in any way.

(7) The Licensed Software includes components licensed as open source software. The associated components and corresponding license terms are annexed to this Software License Agreement. The Customer receives a simple right to use the open source software from the respective rightsholders subject to the conditions outlined in the respectively valid license terms. These license terms only apply to the components that are not licensed as open source software. The Warranty (§ 4) and Liability (§ 5) provisions in these license terms apply to the relationship between the Licensor and the Customer for all of the Licensed Software. The liability and warranty provisions for the open source licenses apply only in relation to the respective rightsholders.

(8) A license key must be entered to activate the software product or unlock its full functionality. The Licensor will provide the Licensee with the corresponding license key following receipt of payment in an appropriate format of the Licensor's choosing (email, postal mail or download). Until the license key is entered, the software may only be used in a limited capacity for a temporary period of six (6) weeks following transfer.

§ 3 License Fee and Invoicing

(1) The amount of the one-time annual license fee is determined by the Licensor's price list valid at the time of purchase.

(2) All prices are net, i.e. plus any applicable VAT.

(3) Payments are due when the Licensed Software is delivered or made available to the Customer via download and the Customer is provided with the login information; they must be paid within fourteen (14) days of invoicing. The Customer is in default of payment when the payment deadline mentioned above expires. The Customer must pay interest of nine (9) percent above the basic rate of interest during the period of default/delay. The right to assert further damages is reserved. License keys and the annual license will only be issued following receipt of payment.

§ 4 Warranty

(1) The Licensor provides a warranty for the agreed upon quality. The Licensor hereby notifies the Licensee that the use of the software may violate the terms of use of the respective social media platform operators or the rights of third parties, including but not limited to users. The Licensor is not liable for any such violations. The Licensee is solely responsible for legally compliant use of the software. The warranty for defects does not apply to defects related to the fact that the Licensed Software is deployed in a hardware and software environment that does not meet the prerequisites outlined in the license certificate or to changes and modifications the Customer has made to the software without being authorized to do so by law, this Agreement or prior written consent of the Licensor.

(2) The Customer must inspect the Licensed Software immediately upon receipt for obvious defects and notify the Licensor of these defects immediately. Otherwise, any warranty for these defects is excluded. § 377 of the German Commercial Code (HGB) therefore applies.

(3) In the event of a material defect, the Licensor is initially entitled, i.e. at its own discretion, to request elimination of the defect (remedy) or substitute delivery. In the case of substitute delivery, the Customer may be required to accept a newer version of the software if necessary, unless it would be unreasonable to expect the Customer to do so.

(4) The Licensor is authorized to perform warranty services at the Customer's site. The Licensor is also considered to have fulfilled its obligation to remedy the defect by making updates available for download from its website using an automated installation routine

and providing the Customer with phone support to resolve any installation issues that may arise.

(5) The Customer's right to reduce the purchase price or withdraw from the Agreement remains unaffected should the remedy or substitute delivery fail to achieve its intended purpose. No right of withdrawal exists for minor defects. If the Customer claims damages or compensation for futile expenses, then the Licensor is liable according to § 6.

(6) Warranty claims due to material defects expire within a year if no consumer is involved in the transaction. The Licensee must inspect the software immediately, i.e. within three (3) days of delivery at the latest, for obvious defects and inform the Licensor immediately in writing should any defects be apparent. Otherwise, any warranty for such obvious defects is excluded. The same applies to defects that become apparent at a later time. Delivery also includes making the software available for download by the Licensee. For the remainder, § 6 applies to claims for damages and claims for compensation for futile expenses.

(7) The Customer is hereby informed that no guarantee or warranty can be made concerning the software's ability to retrieve content from the respective social media platforms (Facebook, Twitter, etc.) at any and all times, as this depends on the access requirements of the platform providers. If the platform providers implement technical measures to prevent the retrieval of profile content, then the Licensor will make every effort within the scope of any maintenance contract to reinstate this capability. Barred access cannot be considered a defect because the Licensor has no direct influence on this.

§ 5 Liability

(1) In all cases of contractual and non-contractual liability, the Licensor will provide compensation for damages or compensation for futile expenses only (a) in case of intent in the full amount, in cases of gross negligence and in the absence of a condition for which the Licensor has expressly assumed a guarantee, only in the amount of the foreseeable damages typical for such agreements that would be impaired by the breached obligation or the guarantee, (b) in other cases only arising from the violation of a material contractual obligation if the purpose of the Agreement is thereby endangered (cardinal obligation); liability in cases of (b) is limited to double the amount of the respective order value or, in cases of permanent debt, to double the value of the annual compensation. For all of the Customer's claims against the Licensor for compensation for damages or reimbursement of futile expenses in case of contractual and non-contractual liability, a limitation period of one year applies, except in cases of intent on the part of the Licensor. The limitation period begins with the time specified in § 199 para. 1 BGB.

(2) In the event of a loss of data through the fault of the Licensor, the Licensor is only liable for the expense that would typically be incurred to recover the data if the Customer had

performed daily backups in a regular and orderly fashion. In case of minor negligence, this liability only applies if the Customer performed an orderly backup immediately prior to the action that led to the loss of data (full daily backup at a minimum).

(3) Claims for damages due to personal injury, malice, the lack of a guaranteed quality and claims governed by product liability law remain unaffected by the liability limitations outlined above.

§ 6 Security Measures, Audit Law

The Customer will take appropriate security measures to protect the Licensed Software (and any login information used to access the software online) from access by unauthorized third parties. Specifically, all copies of the Licensed Software along with any login information must be stored in a secure location.

§ 7 Confidentiality

(1) “Confidential information” refers to all information and documents of the other respective Party that are marked as confidential or based on the circumstances are to be regarded as proprietary and confidential, including but not limited to operational procedures, business relationships and expertise.

(2) The Parties agree not to disclose any confidential information.

(3) Not included in this obligation are confidential details

a) of which the recipient was already aware at the time this Agreement was concluded or became aware of subsequently through a third party, without violating any confidentiality agreement, legal regulations or official orders and for which proof of said knowledge is available;

b) which are public knowledge at the time this Agreement is concluded or are subsequently made public, provided this does not take place in violation of this Agreement;

c) which must be disclosed in accordance with legal obligations or by the order of a court or other authority. To the extent permissible and possible, the recipient who is obliged to disclose this information will inform the other Party of this in advance and give said Party the opportunity to take action against any such disclosure.

(4) The Parties will only grant access to confidential information to consultants/advisers who are obliged to maintain professional secrecy or who were required in advance to comply with the confidentiality obligations stipulated in this Agreement. Furthermore, the

Parties will only disclose to their employees the confidential information they need to know in order to execute this Agreement and will require these employees to maintain confidentiality after their termination to the extent permitted by labor laws.

§ 8 Miscellaneous

(1) The Customer may only transfer claims against the Licensor to third parties after receiving written consent from the Licensor.

(2) The Customer may only offset undisputed or adjudged claims.

(3) Changes and additions to this Agreement must be made in writing. This also applies to any waivers or amendments to this written form clause. Text-based electronic documents do not satisfy the written form requirement.

(4) The Customer's general terms and conditions of business do not apply.

(5) The Parties are aware that the Licensed Software may be subject to export and import restrictions. In particular, approval requirements may exist or the use of the software or related technologies may be subject to restrictions abroad. The Buyer will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, along with any other relevant regulations. The Licensor's fulfilment of the Agreement is subject to the proviso that said fulfillment is not impeded by any national or international export or import regulations or any other legal regulations.

(6) This Agreement is subject to German law excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

(7) The exclusive venue of jurisdiction is Kempen, Germany, insofar as each Party is a merchant or legal entity under public law or has no general venue of jurisdiction in Germany.

(8) If any provision of this Agreement is invalid, this shall not affect the validity of the remaining provisions. The Parties to the Agreement will make every effort to find a valid provision that most closely approximates the intended economic meaning of the invalid provision.

(9) All of the annexes to this Agreement are mandatory parts of the Agreement.

Attachment – Open Source Licenses

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