

Terms of use for the i-ROM software

Valid from 01.01.2025

1 Scope of application, scope of license and term

- 1.1 These Terms of Use for Software Rental (hereinafter referred to as "Terms of Use") apply only to all license agreements (hereinafter referred to as "Agreement") between i-ROM GmbH, Neukirchen, (hereinafter referred to as "i-ROM") and the Licensee.
- 1.2 The contract is concluded when the Licensee places a written order (purchase order) in response to a written offer from i-ROM. Scanned signatures are permissible. An exchange via email is also permissible.
- 1.3 i-ROM shall provide the Licensee with the software described in the offer and corresponding to the current state of development and shall grant the Licensee a non-exclusive, non-transferable right of use in accordance with the provisions of these Terms of Use for the agreed period of use.
- 1.4 The granting of the full contractual rights of use is subject to the condition precedent of full payment of the fee. Until full payment has been made, the rights of use are temporarily limited to a period of 30 days from delivery of the software.
- 1.5 The software and the user manual are provided on an i-ROM server for the licensee to download.
- 1.6 The software can only be used if it is installed with a special installation program. The installation program is provided by the i-ROM on a server.
- 1.7 The licensee receives the software in binary format. He has no claim to the provision of the source code. The use of the software is legally and technically limited to the computer/server named by the licensee during installation.
- 1.8 If the licensee wishes to use the software on a computer/server other than the one named during installation, installation on another computer/server is free of charge, provided that the reasons for the change of computer are comprehensible to i-ROM.
- 1.9 The software is deemed to have been delivered as soon as the licensee has received everything required to access the software. The installation of the software shall be at the expense and risk of the licensee. The Licensee must ensure that the computers/servers are configured appropriately.
- 1.10 If the license agreement specifies that the license is an Academic License, the software may only be used for student education and only for non-copyrighted research of the degree program. Further details are regulated in the General Terms and Conditions of Academic Usage.
- 1.11 During the test period, the provisions of these Terms of Use shall apply analogously, in particular clauses 1.5-1.8, clause 2 and clause 6.7.

2 Duties and obligations of the licensee

- 2.1 The licensee may not rent, lend or transfer the software to third parties.

- 2.2 The use of the software requires the licensee to provide the internal computer data for each computer/server. It must be possible to establish a regular connection from the Licensee's computer/server to the i-ROM license server for license management purposes. Only license-relevant data is transferred.
- 2.3 The Licensee must observe the import obligations of those countries in which the software is used, as well as the export regulations of the Federal Republic of Germany and of third countries (e.g. USA).
- 2.4 The licensee is obliged to back up his data regularly and in accordance with the risks involved.
- 2.5 The Licensee shall protect the copyright and industrial property rights of i-ROM to the Software. Any reproduction of parts of the software or the software as a whole outside the contractually permitted use is not permitted. Decompilation of the software is also not permitted.

3 Support and maintenance

- 3.1 Support and maintenance are included in the software rental for the duration of the contract.
 - 3.1.1 Support includes the clarification of operating errors by means of brief telephone advice during normal business hours (service hotline). Support is only provided for the current and previous version.
 - 3.1.2 Maintenance includes the delivery of update versions of the software (improved and enhanced versions) issued by i-ROM after their release. Update versions may require an update of the operating system or interface programs.
- 3.2 The support and maintenance obligation expires if the licensee modifies the software without authorization.

4 Terms of payment

- 4.1 The rental fee shall be paid to i-ROM in advance within 30 days of delivery of the software for the entire rental period. The agreed rental amount shall apply exclusively for the agreed term of the contract.
- 4.2 If the contract is extended, the fee is due at the beginning of the new term.
- 4.3 All prices and costs are subject to VAT at the statutory rate. Cash discounts are excluded.
- 4.4 The licensee shall bear customs duties, taxes and all other charges incurred in connection with the provision of the software.
- 4.5 If the rental fee is not paid on time, i-ROM shall be entitled to terminate this contract without notice. Termination without notice by i-ROM may be effected by email and shall be implemented by deactivating the installation program provided to the Licensee.

5 Warranty, third-party property rights

- 5.1 If the Software exhibits material defects, i-ROM shall be obliged, at its discretion, to rectify the relevant defect in the Software or to supply Software that is free of defects within a reasonable period of time following notification of the defect by the Licensee. If the rectification fails, the Licensee shall be entitled to the statutory claims (rescission of the contract and pro rata reimbursement of the rental price). Insofar as i-ROM is not itself in possession of the source code, it can only rectify defects insofar as it has been supplied with a corresponding error rectification update by the manufacturer. Insofar as the Licensee suffers damage as a result of defects in the Software, the limitations of liability pursuant to Sections 6.1 to 6.7 of this Agreement shall apply.
- 5.2 Claims for material defects are excluded if a software environment other than that specified in the contract (Microsoft, MATLAB, ANSYS, COMSOL, Simulink) is used.
- 5.3 No guarantee is given for the correctness and/or usability of the results obtained with the software. The software descriptions in the User Manual are provided without guarantee.
- 5.4 If a third party is entitled to claims against the Licensee due to infringement of property rights on the basis of the software provided by i-ROM and if the contractual use of the software by the Licensee is impaired or impossible as a result, i-ROM shall, at its discretion and at its expense, either supply the Licensee with software that has been modified or replaced in such a way that it does not infringe the property rights of a third party without any functional restrictions being associated with this, or indemnify the Licensee against license fees for the use of the software vis-à-vis third parties. The Licensee must inform i-ROM immediately in writing of any alleged infringement of third-party property rights. Furthermore, the Licensee may not acknowledge the alleged infringement and may only conduct any dispute with the third party regarding the infringement of property rights in agreement with i-ROM. Claims of the Licensee arising from an infringement of property rights shall be excluded if the infringement is based on the fact that the Software is modified by the Licensee or used together with the software of another manufacturer. The same applies if the infringement is based on improper use, in particular if the use is not in accordance with the contractual user configuration. Further claims by the Licensee due to an infringement of third-party property rights are excluded, unless liability is provided for in this Agreement (Sections 6.1 to 6.7 of this Agreement).
- 5.5 Extraordinary termination for failure to grant use (Section 543 (2) No.1 BGB) due to a software defect is excluded in the case of software rental as long as the attempt to rectify the defect by i-ROM is not deemed to have failed.

6 Limitation of liability

- 6.1 i-ROM shall only be liable for damages for whatever legal reason if these are caused by intent or gross negligence or by intentional or negligent breach of material contractual obligations. Essential in the above sense are such contractual obligations whose fulfillment is essential for the proper execution of this contract and on whose compliance the Licensee may regularly rely.
- 6.2 In the event of simple negligence, i-ROM's liability shall be limited to the foreseeable damage typical of the contract.
- 6.3 i-ROM shall only be liable for consequential damages in the event of intent or gross negligence; the Licensee's statutory claims for compensation for damages caused by the delay in remedying the defect shall remain unaffected.

- 6.4 The aforementioned limitations and exclusions of liability shall not apply to damages resulting from injury to life, body or health for which i-ROM is responsible or to liability under the Product Liability Act.
- 6.5 The contracting parties agree that computer-aided engineering (CAE) calculations must always be checked using appropriate methods, as the results obtained may be incorrect due to incorrect or inaccurate inputs or hidden software defects.
- 6.6 Proper use of the software requires special introductory training or existing knowledge on the part of the user.
- 6.7 Any liability is excluded during the test period or for academic use.

7 Contract extensions

The extension of the term for the provision of software requires a written agreement and renewed proper commissioning on the part of the Licensee. It shall take place by means of a written order from the Licensee on the basis of an offer from i-ROM, see Section 1.2.

8 Other provisions

- 8.1 The Licensee's rights under this Agreement may not be assigned to third parties. The Licensee may only offset against payment claims of i-ROM with claims arising from the respective individual contract or with undisputed or legally established claims. The Licensee shall only be entitled to a right of retention in respect of claims arising from the respective individual contract.
- 8.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the Licensee is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the court responsible for Neukirchen shall be agreed as the exclusive place of jurisdiction for all legal disputes arising from and in connection with this contract, unless a different place of jurisdiction is stipulated by law.
- 8.3 Amendments or changes to these Terms of Use must be made in writing. This also applies to any waiver of the written form requirement.
- 8.4 Should any provision of these Terms of Use be or become invalid, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the intention of the parties.

9 Note on data protection, confidentiality

i-ROM shall treat all information provided by the Licensee with the same care as its own confidential documents.