



SOFTWARE TERMS OF USE (B2B-EULA)

By purchasing, registering, or using this program, you agree to the following terms and conditions:

§ 1 Scope of the Agreement, Licensing Models, and Updates

- 1) The subject matter of this agreement is the provision by asanetwork GmbH of the on-premises standard software NETMAN (hereinafter referred to as the “Software”) along with the accompanying documentation. The Customer is the sole user of this software license.
- 2) asanetwork GmbH offers the software to the customer under three alternative licensing models:
 - a) **Free License:** Permanent and free-of-charge use of the software for unassigned users, for the features “ASA Livestream” and “Demo Mode”.
 - b) **Fee-based full license:** Permanent license to use the software in exchange for a one-time payment for unassigned users.
 - c) **Free equipment-specific full license (“equipment license”):** Software is provided free of charge if the commercial customer owns a compatible equipment from the defined circle of partner manufacturers and uses it in their business operations.
 - i) The software features a built-in, automated detection function. During installation and on an ongoing basis during operation, this function checks whether qualified equipment from the manufacturer’s circle is active on the customer’s local network. If the software detects such equipment, the standard purchase process is replaced by a simple registration process (entry of company information). Once the verification is successful, the activation key is sent free of charge via email.

The following mandatory conditions apply to the free equipment license:

 - (1) **40-Day Visibility:** The equipment license is tied to the equipment’s continuous presence in the network. If the qualified equipment is no longer visible to the software on the local network for a continuous period of 40 days, the equipment license automatically expires, and the software ceases to function (technical deactivation).
 - (2) **2-year re-registration requirement:** The equipment license is valid for a maximum of two (2) years. Upon expiration of this period, the license technically expires. To continue using the software, the customer must complete free re-registration through the software, during which the eligibility requirements (equipment recognition) are validated again.
 - d) **Individual or Enterprise License:** For customers with many users, licensing may be arranged through separate agreements. In this case, license management and assignments are handled centrally by the customer’s IT department. The provisions of the individual agreement take precedence over these terms and conditions.
- 3) Before purchasing a full license or registering an equipment license, the software is made available to the customer free of charge for a limited 15-day trial period starting from the date of installation (“Trial Version”). At the end of this 15-day period, the software will automatically stop functioning unless a full license is purchased or a equipment license is registered.
- 4) asanetwork GmbH will provide the customer with future updates or new versions of the software (“Updates”) at no additional cost for all license models. The customer has no right to demand the development of specific new features.

- 5) By default, an active internet connection between the software and the activation servers is required to verify and activate the activation key. If the customer's system is blocked by network restrictions, activation can alternatively be performed using a web-based offline activation process via a web browser. A customer can deactivate an activation key to make it available for reactivation (e.g., in the event of a hardware change or transfer). The license always remains limited to a single active installation.
- 6) The software includes an optional Cloud Connector feature that the customer can activate independently. This feature enables the locally installed software to establish an encrypted connection to an external third-party cloud service outside the local network. Before establishing this connection, the customer is required to separately accept the license and privacy policies of the respective third-party cloud provider. When the connection is active, a cloud server operated by asanetwork GmbH automatically logs every access for the purposes of stability and abuse monitoring using.

§ 2 Copyright and Rights of Use (Licensing)

- 1) The software, as well as all data, structures, and documentation contained therein, are protected by copyright and remain the exclusive intellectual property of asanetwork GmbH.
- 2) **Grant of rights under a fee-based full license:** asanetwork GmbH grants the customer a simple, perpetual, non-transferable, and non-sublicensable right to use the software as a single user within the scope of their own business operations.
- 3) **Grant of Rights for a Free Device License:** The customer is granted a simple, non-transferable right of use as a single user, limited to a maximum of two years (subject to re-registration). This right is subject to the condition precedent that the manufacturer's qualified equipment is operated by the customer on a permanent basis. The right of use expires prematurely and automatically if the equipment is not visible in the software's network for more than 40 days or if the two-year period expires without successful re-registration.
- 4) **Grant of rights during the trial period:** For the duration of the 15-day trial period, a free, simple, non-transferable right, limited to 15 days, is granted to evaluate the software for testing purposes. Productive use in business operations during this period is permitted.
- 5) The customer is entitled to reproduce the software within the limits permitted by law (Section 69d of the German Copyright Act), provided that the copy in question is necessary for use (e.g., loading into memory). The customer may create a single backup copy, which must be clearly labeled as such.
- 6) Copying, modifying, decompiling, circumventing technical restrictions (time limits, manufacturer identification, license verification), or disclosing the software and/or data to third parties outside of the scope of legal exceptions is prohibited. Any violation is punishable by law and entitles asanetwork GmbH to take civil action and seek damages.
- 7) The customer alone is responsible for securing their local network and for keeping their network access credentials (e.g., Wi-Fi passwords) confidential. The customer must take appropriate measures to ensure that the software cannot be used by unauthorized third parties and that no unauthorized access to data within their network occurs.
This applies to the intentional or negligent disclosure of network access credentials to third parties. asanetwork GmbH shall not be liable for any damages, security breaches, or data loss

resulting from the customer granting third parties access to their IT infrastructure or failing to adequately secure their network against unauthorized devices.

§ 3 Limitation of Liability

- 1) asanetwork GmbH is liable without limitation for damages resulting from injury to life, limb, or health; in cases of fraud, willful misconduct, or gross negligence; and for claims under the Product Liability Act.
- 2) In the event of a breach of duty due to slight negligence, where the fulfillment of such duty is essential for the proper performance of the contract and on which the customer may reasonably rely (essential contractual obligations (cardinal obligations)), the liability of asanetwork GmbH shall be limited to foreseeable damages typical for this type of contract.
- 3) Furthermore, asanetwork GmbH's liability for slight negligence, lost profits, business interruptions, or pure financial losses incurred by the customer is excluded to the extent permitted by law. For free services (in particular, use during the trial period as well as the permanent "ASA Livestream" or "Demo Mode" functions), liability for slight negligence is fully excluded; in such cases, asanetwork GmbH is liable only in cases of intent or fraud. In particular, asanetwork GmbH is not liable for functional limitations that occur as agreed upon due to the expiration of the trial period, the absence of the manufacturer's equipment (40-day rule), or the expiration of the 2-year period.
- 4) asanetwork GmbH is not liable for the availability, accuracy, data security, or legal compliance of the third-party external cloud service connected by the customer. The contractual relationship regarding the cloud service is established exclusively between the customer and the respective third-party provider.

§ 4 Warranty (Liability for Defects in B2B Transactions)

- 1) The warranty period for defects in the software is one year. The period begins when the license key is provided for permanent use of the software (end of the trial period). A prior free trial period does not give rise to any warranty claims.
- 2) The provision of updates, upgrades, or bug fixes (patches) does not trigger a new warranty period and does not extend the original warranty period. The warranty for an update is limited to the remaining term of the original warranty period for the main product.
- 3) For commercial customers, the statutory obligation to inspect and give notice of defects pursuant to § 377 of the German Commercial Code (HGB) applies. Defects must be reported to asanetwork GmbH in writing immediately upon discovery. This also applies to defects that were already apparent during a trial period but were not reported until after the license was purchased.
- 4) No warranty is provided for features that are made available free of charge on a permanent basis (e.g., "ASA Livestream" or "Demo Mode"), or for use during a free trial period. This does not apply in cases of fraudulent concealment of a defect or in cases of willful misconduct.

§ 5 Data Protection and Data Security

- 1) The software is installed and operated locally on the customer's systems ("on-premise"). All personal data that the customer processes and stores in connection with its use of the software—in particular, data pertaining to its own customers—is stored exclusively on the customer's systems.
- 2) For the purposes of data protection law, the Customer remains the sole controller (Art. 4(7) GDPR) of all personal data that it manages using the Software. It is the Customer's sole responsibility to ensure that the Software is used in compliance with data protection regulations, to protect the rights of its customers, and to ensure data security (e.g., backups, local access controls) on its systems.
- 3) As part of its regular software operations, asanetwork GmbH does not have access to this data stored locally by the customer or the customer's clients.
- 4) asanetwork GmbH has no technical means of remotely accessing the customer's installed software or systems without authorization. Support is provided primarily by phone or email; given these communication channels, it is technically impossible for asanetwork GmbH to view the customer's locally stored personal data.
- 5) Temporary remote support is provided exclusively via the "TeamViewer" software and only if the customer explicitly grants such access by actively providing their TeamViewer ID and one-time password. Since brief access to the customer's personal data cannot be entirely ruled out during such remote maintenance, the parties shall enter into a separate data processing agreement (DPA) in accordance with Article 28 of the GDPR for such cases.
- 6) For the purposes of license verification, activation, and when using the optional Cloud Connector, technical connections are established to servers:
 - a) License activation and validation (both online and offline procedures via a web browser) are carried out via the servers of the external service-provider Soraco Technologies Inc. (Canada). In this process, the technical data required for verification (e.g., the license key, the request code including an anonymized hardware ID, equipment manufacturer information, and the IP address of the requesting system) is transmitted to this service-provider.
 - b) When using the optional Cloud Connector, every instance of the software accessing the external cloud service is logged into asanetwork GmbH's own servers for the purposes of operational security and abuse monitoring. Only an anonymous identifier (ID) is stored on asanetwork GmbH's servers. No IP addresses or other personal data are collected or stored on these proprietary log servers. It is technically impossible for asanetwork GmbH to associate this identifier, and this responsibility lies exclusively with the external cloud provider.
- 7) To provide the free equipment license, the software automatically reads technical equipment specifications from the customer's local network. As part of the registration process, this equipment information (manufacturer) is not transmitted to the activation servers.

§ 6 Final Provisions and Jurisdiction

- 1) This contract is governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 2) The exclusive venue for all disputes arising out of or in connection with this contract shall be the registered office of asanetwork GmbH, provided that the customer is a merchant, a legal entity under public law, or a special fund under public law. This agreement on the venue shall also apply if the customer does not have a general place of jurisdiction in the Federal Republic of Germany.
- 3) The place of performance is the registered office of asanetwork GmbH.
- 4) The language of this contract is German. If translations of this contract are made into other languages, only the German version shall be binding.
- 5) If any provision of this agreement is invalid, the validity of the remaining provisions shall remain unaffected (Severability Clause).

COMPANY INFORMATION

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Reservation of Changes

Information in this document and the software itself are subject to change without notice. asanetwork GmbH assumes no responsibility or liability for any errors or inaccuracies that may appear.

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