

# Batalyse GmbH – End User License Agreement (EULA)

Version 2025-10-10 – English

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## 1. Introduction and Definitions

**Summary:** This EULA governs your use of Batalyse Software. By using the Software, you agree to these terms. Key definitions and document hierarchy are established here.

### 1.1 Agreement Scope

This End User License Agreement (EULA) is a legal agreement between you (the "User" or "Licensee") and Batalyse GmbH, governing your use of the Software.

By installing, accessing, or using the Software, you agree to this EULA, the [Terms and Conditions](#), and the [Privacy Policy](#).

If you do not agree, do not install or use the Software.

### 1.2 Key Definitions

For the purposes of this EULA:

- **Agreement** collectively refers to this EULA, the Terms and Conditions, and Privacy Policy.
- **Software** means Batalyse Data Analysis, Batalyse Collect, and Batalyse Mind, including related documentation, updates, and materials.
- **User or Licensee** refers to the individual or entity granted license rights to use the Software.
- **Documentation** includes user manuals, tutorial videos, and guidance materials provided by Batalyse.
- **Confidential Information** means all data, test results, analysis, and other information shared or uploaded by the User with Batalyse.

- **User Content** means all data, files, analysis results, and outputs created, processed, or stored using the Software.

### 1.3 Document Hierarchy

In case of conflicts between documents, the following hierarchy applies:

1. Individual written agreements between the parties
2. This EULA
3. Terms and Conditions
4. Privacy Policy
5. Batalyse's offer
6. User's terms (only if explicitly accepted by Batalyse in writing)

### 1.4 Related Documents

For complete legal framework, please refer to:

- **EULA:** [www.batalyse.com/eula](http://www.batalyse.com/eula)
  - **Terms and Conditions:** [www.batalyse.com/terms](http://www.batalyse.com/terms)
  - **Privacy Policy:** [www.batalyse.com/datenschutz](http://www.batalyse.com/datenschutz)
  - **Data Processing Agreement (DPA):** Available upon request at [support@batalyse.com](mailto:support@batalyse.com)
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## 2. License Grant and Scope

**Summary:** You receive a non-exclusive license to use the Software for internal business/research purposes. Medical use is permitted but entirely at your own risk. Various license types are available (time-limited, perpetual, academic).

### 2.1 License Grant

Subject to full payment of applicable fees and compliance with this EULA, Batalyse grants the User a simple (non-exclusive, non-sublicensable), non-transferable license to install and use the Software for internal business or research purposes only.

### 2.2 License Types and Duration

**Time-Limited Licenses:** Licenses with specified term periods (e.g., annual licenses). During the active term, Users receive all updates, bug fixes, and support as specified in Section 4.

**Perpetual Licenses:** One-time purchase licenses that may be granted upon separate written agreement. Update and maintenance entitlements depend on active maintenance agreements as detailed in Section 4.1.2.

**Multi-User and Volume Licensing:** Batalyse offers three independent software modules:

- **Data Analysis:** Licenses bound to specific computers or Origin user domains with automatic activation
- **Collect:** Unlimited users under a server license managed by customer administrators
- **Mind:** User limits defined contractually and may be increased upon agreement

#### 2.2.1 Academic and Non-Profit Licenses

Batalyse offers discounted license terms for qualified academic, non-profit, and public research organizations.

**Eligibility Criteria:**

- Accredited universities and research institutions
- Government-funded research laboratories and public research institutions
- Registered non-profit organizations conducting research or educational activities

**Discount:** Eligible organizations typically receive a 20% discount on standard commercial license fees, subject to verification of eligibility.

**Verification Requirements:**

- Proof of non-profit status or accreditation
- Confirmation that the Software will be used for non-commercial research or educational purposes
- Annual re-verification may be required for continued eligibility

**Restrictions:**

- Academic and non-profit licenses are for non-commercial research and educational purposes only
- All other terms of this EULA apply equally to academic and non-profit licenses

**2.3 Scope of Rights**

This license grants usage rights only; no ownership, title, or intellectual property rights in the Software are transferred to the User. The User receives only the limited rights explicitly granted in this EULA.

All rights not expressly granted are reserved by Batalyse. The Software contains proprietary and confidential information protected by intellectual property laws and international treaties.

**2.4 Third-Party Components**

The Software may include third-party components (libraries, frameworks, open-source software) licensed under separate terms. Those third-party license terms take precedence over this EULA for those specific components.

A comprehensive list of Third-Party Components and their respective license terms can be requested from [support@batalyse.com](mailto:support@batalyse.com). For detailed provisions on liability and warranty for third-party components, see Section 8.6.

**2.5 Intended Use**

The Software is designed and intended for use in industrial research and development, quality control, data analysis, and technical applications, including:

- Energy storage research, development, and testing
- Battery analysis and characterization
- Materials science and engineering
- Industrial quality control and testing
- Scientific research and academic applications
- Product development and optimization
- Data analysis for business intelligence and operations

**2.6 Medical and High-Risk Applications**

**Summary:** The Software is NOT certified for medical use. You may use it for medical purposes, but you assume ALL risk and liability. Batalyse provides NO warranties and accepts NO liability for medical applications.

**2.6.1 Not Designed or Certified for Medical Use**

**IMPORTANT WARNING:** The Software is a general-purpose data analysis tool. It is NOT designed, intended, certified, validated, or approved for use as a medical device, in vitro diagnostic (IVD) device, or for any medical, clinical, diagnostic, or healthcare-related applications.

The Software has NOT:

- Undergone regulatory approval or clearance by medical device authorities (FDA, EU MDR/IVDR, or equivalent)
- Been validated according to medical device quality management standards (ISO 13485, IEC 62304, or equivalent)
- Been designed or tested to meet the safety, reliability, accuracy, and documentation requirements for medical or clinical use
- Been validated for use in clinical decision-making, patient diagnosis, or treatment

### 2.6.2 Medical Use Permitted BUT User Assumes All Risk

Batalyse does not prohibit Users from using the Software for medical, clinical, diagnostic, or healthcare-related purposes. However, any such use is entirely at the User's own risk and responsibility.

By using the Software for medical, clinical, or diagnostic purposes, the User explicitly acknowledges and agrees that:

#### Complete Assumption of Risk:

- The User assumes complete and sole responsibility for all risks, consequences, and liability associated with such use
- The User bears full responsibility for validating the Software for their specific medical application
- The User is responsible for ensuring compliance with all applicable medical device regulations, healthcare privacy laws (HIPAA, GDPR health data provisions), clinical laboratory standards, and professional standards in their jurisdiction
- The User is responsible for obtaining any necessary regulatory approvals, certifications, or clearances

#### No Warranties for Medical Use:

- Batalyse makes NO WARRANTIES of any kind regarding the Software's suitability, accuracy, reliability, or safety for medical, clinical, or diagnostic use
- All warranties described in Section 7 are EXPRESSLY EXCLUDED for medical, clinical, or diagnostic applications
- The Software is provided "AS IS" without any warranty of fitness for medical purposes

#### No Liability:

- Batalyse shall have NO LIABILITY whatsoever for any claims, damages, losses, injuries, adverse events, regulatory actions, or legal consequences arising from or related to the use of the Software in medical, clinical, or diagnostic applications
- This exclusion applies to the maximum extent permitted by applicable law, including patient harm, misdiagnosis, regulatory fines, and legal claims

#### User Indemnification:

- The User agrees to indemnify, defend, and hold harmless Batalyse from and against any and all claims arising out of or related to the User's use of the Software for medical, clinical, or diagnostic purposes
- This indemnification obligation survives termination of this EULA

### 2.6.3 User Validation Requirements

If the User chooses to use the Software for medical purposes despite these warnings, the User is solely responsible for:

- Conducting thorough validation and verification studies
- Obtaining all necessary regulatory approvals and certifications
- Implementing independent verification procedures
- Never relying solely on Software output without independent verification
- Maintaining comprehensive documentation and records

### 2.6.4 Notification Requirement

Users who intend to use the Software for medical, clinical, or diagnostic purposes should notify Batalyse in writing at [support@batalyse.com](mailto:support@batalyse.com). While notification does not change the User's responsibilities or Batalyse's lack of liability, it allows Batalyse to provide relevant information about known Software limitations.

### 2.6.5 High-Risk Applications

The disclaimers and limitations in Section 2.6 also apply to other high-risk applications, including nuclear facilities, aircraft navigation, life support systems, or applications where Software failure could result in death, personal injury, or severe environmental damage.

### 2.6.6 Research and Development Exception

The restrictions in Section 2.6 apply to clinical diagnostic use and patient care applications. They do NOT prohibit:

- R&D for medical devices (e.g., battery testing for pacemakers or implantable devices) where results are NOT used directly for patient diagnosis or treatment
- Pre-clinical validation studies
- Quality control testing of medical device components
- Research on battery performance for medical applications

However, Users remain responsible for ensuring compliance with applicable medical device regulations for their specific use case. Once the Software output is used in any way that affects patient care or clinical decisions, all restrictions in Sections 2.6.1-2.6.5 apply in full.

## 2.7 Use Restrictions

Users may not:

### Technical Restrictions:

- Copy, reproduce, or duplicate the Software except for one backup copy
- Modify, adapt, translate, or create derivative works
- Reverse engineer, decompile, or disassemble the Software (except as expressly permitted by mandatory law)
- Remove, alter, or obscure any proprietary notices

### Commercial Restrictions:

- Sublicense, rent, lease, lend, or transfer the Software to third parties
- Use the Software to provide commercial services or SaaS to third parties
- Resell or distribute the Software

### Legal and Compliance Restrictions:

- Use the Software in violation of applicable laws or third-party rights
- Use the Software for unlawful, fraudulent, or malicious purposes
- Export or re-export in violation of export control laws (see [Terms Section 20](#))

For complete details, refer to [Terms and Conditions Sections 2, 7, 8, and 9](#).

### 2.7.1 Permitted Customizations

While the User may not modify the Software core code, the following customizations are permitted:

#### API Integrations:

- Users may develop integrations with the Software using documented APIs
- Users may create custom scripts or workflows that interface with the Software
- Such integrations remain the User's property but must comply with API usage guidelines

#### Configuration and Settings:

- Users may configure Software settings and preferences
- Users may create custom templates, reports, or data views
- Such customizations are supported within the Software's intended functionality

#### Plugins and Extensions:

- Users may develop plugins or extensions if the Software provides a plugin API
- Plugins must not circumvent license restrictions or security measures
- Batalyse is not responsible for issues caused by third-party plugins

**Prohibited Modifications:**

- Decompiling, reverse engineering, or modifying the Software binaries
- Bypassing license validation or security features
- Modifications that create derivative works of the Software itself

**2.8 Software Escrow (Optional)**

Upon request and subject to additional fees, Batalyse may enter into a Software Escrow Agreement with customers whose total annual license fees exceed €10,000.

**Escrow Purpose:** Software escrow provides continuity assurance by depositing source code and build instructions with a neutral third-party escrow agent. The escrowed materials are released to the Customer only upon specific insolvency-related trigger events.

**Trigger Events:** The escrowed materials are released to the Customer only if:

- Batalyse files for bankruptcy (Insolvenz) or insolvency proceedings under German law
- Batalyse enters liquidation or ceases business operations
- A court-appointed insolvency administrator (Insolvenzverwalter) takes control of Batalyse

**NOT Trigger Events:** The following do NOT trigger escrow release:

- Failure to provide updates or support (covered by standard warranty terms)
- Technical issues or bugs (covered by warranty and support)
- Disputes between Batalyse and Customer
- Change of ownership or acquisition of Batalyse by another entity
- Temporary business interruptions

**Use Restrictions:** If escrow materials are released, the Customer may use them solely for:

- Maintaining and continuing use of the Software for the Customer's internal purposes
- Bug fixing and error correction
- Ensuring compatibility with the Customer's systems

The Customer may NOT:

- Use the source code to develop competing products or services
- Distribute, sublicense, or commercialize the source code
- Share the source code with third parties

**Escrow Terms:**

- Separate Software Escrow Agreement required
- Additional annual escrow fees apply (deposit fee, agent fees, maintenance fees)
- Customer must accept escrow agent's standard terms
- Escrow agent: [To be specified in separate agreement]
- Verification schedule: Annual verification of deposited materials

**Eligibility:** Software Escrow is available only to customers with:

- Total annual license fees exceeding €10,000
- Valid and current license agreement
- No outstanding payment obligations

## 2.9 Artificial Intelligence and Machine Learning

**Summary:** The Software may use AI/ML for analysis and prediction. User-generated AI outputs on-premise belong to the User. Batalyse-developed AI features and algorithms remain Batalyse's intellectual property. AI outputs must be independently validated.

The Software may incorporate or enable the use of artificial intelligence (AI) or machine learning (ML) components for data analysis and prediction.

### 2.9.1 Current and Planned AI/ML Features

The Software includes or plans to include AI/ML capabilities for:

- Aging prediction and battery lifecycle forecasting
- Correlation analysis and pattern recognition
- Anomaly detection in test data
- Predictive analytics for battery performance
- Other data analysis features as they become available

AI/ML features may be added or enhanced in future updates. Batalyse will document AI/ML capabilities in the Software Documentation as they are released.

### 2.9.2 Ownership of AI-Generated Content

**User-Generated AI Outputs (On-Premise):** When the User processes their own data on their own infrastructure using the Software's AI/ML features:

- The User retains full ownership of all AI-generated outputs, predictions, analyses, and results
- These outputs are considered User Content as defined in Section 1.2
- Batalyse has no ownership rights or claims to these outputs
- The User may use, share, publish, or commercialize these outputs without restriction

**Batalyse AI Features and Algorithms:** The underlying AI/ML models, algorithms, training methodologies, and software code developed by Batalyse remain Batalyse's exclusive intellectual property, including:

- Pre-trained ML models integrated into the Software
- Proprietary algorithms and data processing methods
- AI feature implementations and software architecture
- Training datasets created or curated by Batalyse

**User-Developed AI Models:** Where the Software provides APIs or interfaces for Users to integrate their own AI/ML models:

- Users retain full ownership and control of their AI/ML models and training data
- Users are responsible for the accuracy, legality, and ethical use of their own AI/ML implementations
- Batalyse provides the technical framework but does not validate or certify User-developed AI models

### 2.9.3 Training Data

AI/ML models used in the Software are trained on:

- Publicly available datasets from scientific literature and research
- Project-specific data provided by specific project partners with appropriate agreements
- Anonymized and aggregated data from Batalyse's research and development activities

**User Data and ML Training:**

- By default, User Content is NOT used for training AI/ML models

- Batalyse may request permission to use anonymized User data for ML training to improve the Software
- Users may opt in to contribute anonymized data by contacting [support@batalyse.com](mailto:support@batalyse.com)
- Users may opt out at any time if they have previously consented

#### 2.9.4 AI/ML Limitations and User Responsibilities

##### Critical Acknowledgment:

- AI/ML predictions and recommendations are probabilistic, not deterministic
- AI/ML outputs may contain errors, biases, or inaccuracies
- Users must independently verify all AI-generated results before relying on them for decisions
- Users must validate AI/ML models for their specific use cases and data
- AI/ML should be used as a decision-support tool, not as the sole basis for critical decisions

**Medical Use Restrictions:** All restrictions in Section 2.6 apply with equal force to AI/ML features. AI/ML predictions must NEVER be used for medical diagnosis, patient treatment, or clinical decision-making without full regulatory approval, independent clinical verification, and User assumption of all risk and liability.

#### 2.9.5 Transparency and Documentation

- Batalyse discloses when features use AI/ML in the Documentation
- Batalyse provides guidance on interpreting and validating AI-generated results
- Batalyse documents the general methodology and data sources for AI/ML models (without disclosing proprietary algorithms)

### 3. License Activation and Hardware Binding

**Summary:** The Software requires activation. Offline licenses are bound to specific hardware. You can request reactivation for hardware failures or upgrades (limits apply).

#### 3.1 Activation Requirements

The Software requires activation through either:

- An online license server with automatic validation, or
- An offline license file or activation code

Technical identifiers (e.g., hardware fingerprints) are processed solely for license validation and management in accordance with the [Privacy Policy](#).

#### 3.2 Offline License Binding

Offline licenses are bound to the specific hardware configuration active at the time of activation. The license validates against key hardware components to prevent unauthorized transfers.

#### 3.3 Hardware Changes and License Reactivation

##### 3.3.1 Permitted Reactivations

Users are entitled to reactivate their offline license on replacement hardware in the following circumstances:

- Hardware failure (component defect, system crash, or damage)
- Hardware upgrade necessary for continued Software operation
- Migration to new systems as part of normal business operations

### 3.3.2 Reactivation Process

To request reactivation, the User must:

1. Contact Batalyse support at [support@batalyse.com](mailto:support@batalyse.com) within 30 days of the hardware change
2. Provide reasonable documentation of the hardware change
3. Confirm that the Software has been uninstalled from the previous system (if accessible)
4. Confirm that the license will not be used concurrently on multiple systems

### 3.3.3 Approval and Issuance

Upon receipt of the reactivation request, Batalyse will verify the license status and, if the request meets the criteria above, issue a new activation code or license file within 3 business days at no additional charge.

Batalyse reserves the right to deny reactivation requests that appear to constitute misuse or violation of the license terms.

### 3.3.4 Reactivation Limits

**Time-Limited Licenses:** Users may request one (1) hardware-related reactivation per twelve-month license period at no additional charge.

**Perpetual Licenses:**

- **With Active Maintenance Agreement:** Users may request one (1) hardware-related reactivation per twelve-month period at no additional charge.
- **Without Active Maintenance Agreement:** Users may request one (1) hardware-related reactivation over the lifetime of the license at no additional charge.

**Additional Reactivations:** Requests beyond these limits may be granted at Batalyse's sole discretion and may require additional verification, payment of an administrative fee, or negotiation of a new license agreement.

### 3.3.5 Planned Hardware Changes

Users planning hardware upgrades or migrations should notify Batalyse in advance when possible to facilitate a smooth transition.

### 3.3.6 Exceptional Circumstances

In cases of catastrophic events (fire, flood, theft, ransomware attacks) affecting multiple systems, Batalyse will work with the User on a case-by-case basis to provide reasonable accommodation beyond the standard reactivation limits.

## 3.4 Payment-Related Suspension

Licenses may be suspended or deactivated for overdue payments as specified in [Terms Section 6.3](#). Reactivation occurs upon receipt of outstanding payment.

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## 4. Updates and Maintenance

**Summary:** Time-limited licenses include all updates. Perpetual licenses require active maintenance for updates. You must manually download and install updates. Beta versions are available frequently; official releases come periodically.

### 4.1 Update Entitlements

#### 4.1.1 Time-Limited Licenses

Users with active time-limited licenses (e.g., annual subscriptions) are entitled to receive all Software updates during the active license period, including:

- Bug fixes and security patches
- Minor updates (performance improvements, compatibility updates)
- Major version upgrades (new features, functionality expansions)

For time-limited licenses, the license term and maintenance period are identical. Users receive all updates for the entire duration at no additional charge.

#### 4.1.2 Perpetual Licenses

**Initial Maintenance Period:** Perpetual licenses typically include an initial maintenance period (commonly one year from purchase). During this period, Users receive all updates as described above.

**With Active Maintenance Agreement:** Users with a valid, paid maintenance agreement receive all bug fixes, security patches, minor updates, and major version upgrades.

**Without Active Maintenance Agreement:** When maintenance expires or is not renewed:

- The User no longer receives updates, bug fixes, security patches, or new versions
- The User retains the right to continue using the last Software version available when maintenance expired

#### Purchasing or Renewing Maintenance:

- Users may purchase or renew maintenance at any time by contacting [support@batalyse.com](mailto:support@batalyse.com)
- Minimum maintenance duration is 6 months; typical duration is one year
- Pricing determined by Batalyse based on Software module, license type, and time elapsed since previous maintenance
- **Delayed Renewal:** If maintenance has lapsed for an extended period, upgrading from very old versions may require additional fees to cover migration support and testing

#### 4.1.3 Multi-Module Environments

Users with multiple Software modules (Data Analysis, Collect, Mind) should note:

- Each module must be updated individually by the User
- Updates typically take 30 seconds to 5 minutes per module
- Updates are not automatically synchronized across modules
- **Compatibility Requirements:** Updates to one module may require corresponding updates to other modules for proper functionality
- Batalyse will communicate inter-module compatibility requirements in release notes

For offline licenses, additional time must be allocated to transfer activation codes from an internet-connected computer to the offline system.

#### 4.1.4 No Entitlement to Specific Features or Schedules

Unless explicitly agreed in writing, Users are not entitled to:

- Specific features, functionalities, or capabilities in future updates
- Particular release dates, timelines, or update schedules
- Customizations tailored to individual requirements
- Dedicated development resources or priority feature requests

Batalyse determines update content, timing, and scope at its sole discretion.

### 4.2 Update Delivery and Installation

#### 4.2.1 User-Initiated Updates

All Software updates must be downloaded and installed by the User. Updates are not applied automatically. Users are responsible for:

- Monitoring update availability
- Downloading updates from authorized sources
- Installing updates on their systems
- Testing updates before production deployment

#### 4.2.2 Update Sources

##### For Data Analysis:

- Batalyse Website: [www.batalyse.com](http://www.batalyse.com) (customer portal or downloads section)
- OriginLab File Exchange: [Batalyse - File Exchange - OriginLab](#)
- Direct download links via email or support communications
- Support-provided files

##### For Collect and Mind:

- Docker environment updates via console command
- Support-provided files or instructions

Users must not download or install Software from unauthorized sources.

#### 4.2.3 Update Notifications

Batalyse typically notifies Users of official Software releases through:

- Email notifications and newsletters describing new features
- Direct communications from Batalyse staff
- In-software notifications (Data Analysis module only)
- Announcements on the Batalyse website

Batalyse publishes official Software versions periodically (typically every few months). Users are responsible for checking for updates regularly, particularly for critical security patches.

#### 4.3 Version Rollback and Compatibility

##### 4.3.1 Right to Rollback

Users may roll back to previous Software versions if a newer version causes issues. Users may:

- Uninstall the current version and reinstall a previous version
- Maintain archived copies of previous versions for rollback
- Continue using older versions temporarily while issues are resolved

##### 4.3.2 Limitations of Rollback Rights

- **No Individual Version Support:** Batalyse does not provide individualized support, bug fixes, or security patches for older versions. All fixes are delivered only through the latest version.
- **Security Risks:** Older versions may contain known security vulnerabilities addressed in newer versions
- **Compatibility Issues:** Older versions may not be compatible with current operating systems or third-party libraries
- **Forward Compatibility:** Data or files created with newer versions may not be compatible with older versions

##### 4.3.3 Batalyse Recommendation

Batalyse strongly recommends that Users:

- Test updates in a non-production environment before deployment
- Maintain backups of their current working Software version before updating
- Upgrade to the latest version as soon as feasible
- Report issues with new versions promptly to [support@batalyse.com](mailto:support@batalyse.com)

If Users experience critical issues with a new version, Batalyse will prioritize investigating and resolving those issues in the next available update, but will not create custom patches for individual older versions.

#### **4.4 End-of-Life and Version Support**

##### **4.4.1 Software Version Lifecycle**

Batalyse follows a forward-looking update strategy:

- New features, improvements, and fixes are incorporated into the latest Software version
- Batalyse does not maintain parallel development streams or backport fixes to older versions
- Users are expected to update to the latest version to receive all improvements

##### **4.4.2 End-of-Life Notifications**

If Batalyse discontinues support for a major Software version or module, Batalyse will:

- Provide reasonable advance notice (typically 6-12 months) to affected Users
- Offer Users the opportunity to migrate to the latest supported version
- Clearly communicate the end-of-support date and implications

#### **4.5 Update Requirements and Dependencies**

##### **4.5.1 System Requirements**

Updates may introduce new or changed system requirements (operating systems, hardware specifications, third-party dependencies). Users are responsible for:

- Reviewing system requirements before installing updates
- Ensuring their systems meet the updated requirements
- Upgrading their infrastructure as necessary

Batalyse will communicate significant system requirement changes in release notes.

##### **4.5.2 License Reactivation After Updates**

Note: Updates requiring license reactivation are rare and typically only occur when fundamental changes to the licensing architecture are necessary. Such changes will be communicated clearly in release notes.

##### **4.5.3 Third-Party Components**

Updates may include updates to third-party components (libraries, frameworks). Batalyse may update, replace, or remove third-party components to maintain security, compatibility, or functionality. Users acknowledge that such changes may affect Software behavior or performance.

#### **4.6 Beta and Pre-Release Versions**

##### **4.6.1 Availability and Purpose**

Batalyse regularly publishes beta and pre-release versions (typically every few days) for testing and feedback. Beta versions contain the latest features, improvements, and bug fixes under development and are made available to selected customers who have reported bugs or requested specific features, though other interested Users may also access them for testing.

##### **4.6.2 Beta Version Characteristics**

Beta and pre-release versions:

- Are provided with the same warranty as official releases EXCEPT for known issues documented in release notes and inherent pre-release instabilities
- Response times for beta-specific issues may be longer than for official releases
- Are recommended primarily for testing purposes, though they can be used in production environments at the User's discretion and risk

- May be superseded by newer beta versions or official releases at any time

#### 4.6.3 Access and User Choice

Beta versions are available to all Users with an active license and valid maintenance/support coverage. Users may continue using official releases and skip all beta versions, or install beta versions to access early features or test fixes.

#### 4.6.4 Official Releases

Batalyse publishes official, stable Software versions periodically (typically every few months). Official releases undergo more comprehensive testing and are recommended for production use.

#### 4.7 Update-Related Data Processing

When Users download updates from the Batalyse website, Batalyse may collect:

- License key or hardware identifier for validation
- Software version information
- IP address and download timestamp for security and analytics

This data processing is governed by the [Privacy Policy](#) and is necessary to provide the update service.

#### 4.8 User Obligations

Users are responsible for:

- Maintaining backups of their data and configurations before installing updates
- Testing updates in their specific environment and use cases
- Implementing their own change management and version control procedures
- Documenting which Software versions are deployed
- Ensuring that all instances of the Software are properly licensed after updates

Batalyse is not responsible for data loss, configuration changes, or disruptions resulting from User failure to follow reasonable update and backup procedures.

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### 5. User Content and Data Handling

**Summary:** Your data stays on your infrastructure. Batalyse does not access User Content under normal operation. Optional telemetry (opt-in/opt-out) sends only logs, never your scientific data. You retain full ownership of your data.

#### 5.1 User Ownership and On-Premise Data

##### 5.1.1 User Retains Ownership

Users retain full ownership of all data, content, files, analysis results, and outputs created, processed, or stored using the Software (collectively "User Content").

##### 5.1.2 On-Premise Data Processing

The Software is designed to process User Content locally on the User's own hardware and infrastructure. Under normal operation:

- User Content remains on User's premises and under User's exclusive control
- Batalyse has no access to, visibility into, or copies of User Content
- No User Content is transmitted to Batalyse servers, cloud services, or third parties
- All processing, analysis, and storage occurs within the User's own systems

##### 5.1.3 Demo and Upload Servers

Where Batalyse provides optional demo servers, testing environments, or upload services:

- Users retain ownership of all data uploaded to these services
- Such services are provided for temporary testing and evaluation only
- Batalyse may delete demo data, user profiles, or configurations after the evaluation period expires without prior notice
- Users acknowledge that demo environments may not provide the same level of security, performance, or data protection as production systems
- Users should avoid uploading confidential or personal data to demo environments
- Users must maintain their own backups of any data uploaded to demo servers

## **5.2 Data Access and Optional Telemetry Features**

### **5.2.1 Principle of No Automatic Access to User Content**

The Software does not automatically access, transmit, or collect User Content (including test data, analysis data, raw data, calculation results, or file contents) under normal operation. User Content remains on User's premises and under User's exclusive control.

Batalyse does not have visibility into or copies of User Content unless the User explicitly provides such data as described below.

### **5.2.2 Optional Telemetry – Collect and Mind Modules**

#### **User Control (Opt-In Required):**

- This feature must be explicitly activated by the User through Software settings
- Users can enable or disable this feature at any time
- If disabled, no log files are transmitted to Batalyse

#### **What is Transmitted (when enabled):**

- System log files and error logs
- Software version information and module configuration details
- Timestamps and event sequences
- Technical diagnostics (memory usage, performance metrics, system errors)

#### **What is NOT Transmitted:**

- User Content (test data, analysis data, raw data, or results)
- File contents or data processed by the Software
- User-created content, configurations, or intellectual property

#### **Transmission Details:**

- Requires active internet connection
- Transmitted securely via encrypted connection (TLS/SSL)
- Stored on Batalyse servers hosted within the EU

### **5.2.3 Automated Bug Reports – Data Analysis Module**

#### **User Control (Opt-Out, Enabled by Default):**

- This feature is enabled by default to help Batalyse identify and resolve software issues quickly
- Users can disable automated bug reporting at any time through Software settings
- Users are notified of this feature during installation or first use

#### **What is Transmitted (when enabled and an error occurs):**

- Error message and error type/code
- Software version, module information, and system configuration
- Timestamp and sequence of events leading to the error
- File name only (without contents)
- User contact details (name, email address) to enable follow-up communication
- Stack trace and technical diagnostic information

**What is NOT Transmitted:**

- Test data, analysis data, raw data, or calculation results
- File contents or data values
- User Content of any kind

**Purpose:**

- Enable Batalyse to quickly identify and fix software bugs and stability issues
- Improve software quality and reliability for all users
- Provide better user experience by proactively addressing errors

**User Notification:**

- When an error occurs and a bug report is sent, the Software may display a notification
- Users can review what information was sent and opt out of future reports

**Transmission Details:**

- Requires active internet connection
- Transmitted securely via encrypted connection (TLS/SSL)
- If no internet connection is available, bug reports are queued and sent when connection is restored (unless User opts out in the meantime)

**5.2.4 Manual Provision of Data for Support**

When requesting technical support, troubleshooting, or error resolution, Users may voluntarily provide:

- Relevant error messages, log files, or diagnostic information
- Sample data or file structures that demonstrate the issue
- System configuration details and environment specifications
- Screenshots, screen recordings, or step-by-step reproduction instructions

Users have full control over what data they choose to share and can anonymize or sanitize data before transmission.

**5.2.5 Remote Support Access**

In some support cases, Batalyse support staff may need to view or interact with the User's system to diagnose and resolve technical issues. Such access is always:

**User-Controlled and Supervised:**

- Initiated and controlled entirely by the User
- Requires the User's explicit consent for each support session
- The User must actively grant access (e.g., via screen sharing, remote desktop software)

- The User or an authorized representative must be present and actively supervising throughout the entire support session
- The User can terminate access at any time

**No Independent Remote Access:**

- Batalyse does not have independent remote access capabilities built into the Software
- Batalyse cannot access User's systems without the User's active participation and consent
- No persistent remote access tools, backdoors, or remote administration features are included

**Remote Access Methods:**

- Access is typically provided via third-party tools chosen by the User (TeamViewer, AnyDesk, Microsoft Teams screen sharing, or similar)
- The User controls which tools are used and when access is granted and terminated
- All remote access sessions are time-limited to the specific support case

**Documentation and Consent:**

- Before remote access begins, Batalyse will explain what actions will be performed
- Users should document the support session for their records
- Access is granted only for the specific troubleshooting purpose and is immediately terminated when the session ends

**5.2.6 No Backdoors or Hidden Telemetry**

The Software does not contain:

- Hidden telemetry, tracking, or monitoring functions beyond those described in Sections 5.2.2 and 5.2.3
- Backdoors or remote access capabilities that operate without User knowledge or consent
- Functions that automatically transmit User Content to Batalyse or third parties
- Keyloggers, screen capture, or similar monitoring tools

**5.3 Processing and Retention of User-Provided Data**

**5.3.1 Purpose Limitation**

When Users voluntarily provide User Content, log files, or diagnostic information to Batalyse, Batalyse may process such data solely for the following purposes:

- Diagnosing technical issues, errors, or bugs
- Reproducing and testing reported problems
- Developing patches, fixes, updates, or improvements
- Improving Software compatibility, performance, stability, and functionality
- Training and quality assurance for support staff
- Ongoing software testing and validation with representative real-world data

**5.3.2 Prohibition on Other Uses**

Batalyse will not:

- Use User Content for marketing, sales, or promotional purposes without separate consent
- Disclose or sell User Content to third parties for commercial purposes
- Publish or publicly disclose User Content without explicit User authorization

- Use User Content to train AI or machine learning models for purposes unrelated to improving the Software, without separate consent

### 5.3.3 Data Retention Policy

Unless the User explicitly requests deletion, Batalyse retains User Content provided for support, testing, or diagnostic purposes under the following policy:

#### Standard Retention:

- User Content may be retained indefinitely for ongoing software testing, quality assurance, and compatibility validation
- Retained data is used solely for internal testing and development purposes and is not shared externally

#### User Right to Request Deletion:

- Users may request deletion of their User Content at any time by contacting [support@batalyse.com](mailto:support@batalyse.com)
- Upon receiving a deletion request, Batalyse will:
  - Confirm the scope of data to be deleted with the User
  - Delete the specified data within thirty (30) days
  - Provide written confirmation of deletion

#### Exceptions to Deletion:

- Data may be retained longer if required by law, legal proceedings, or regulatory obligations
- Anonymized or aggregated data that cannot be linked back to the User may be retained indefinitely
- Backup copies may persist for up to ninety (90) days in disaster recovery systems but will not be actively accessed

### 5.3.4 Anonymization and Aggregation

Where technically feasible, Batalyse may anonymize or aggregate User Content to create de-identified datasets that cannot be linked back to individual Users. Such anonymized data:

- May be retained indefinitely for software improvement and research
- Does not fall within the scope of deletion requests
- Does not constitute personal data under GDPR

### 5.3.5 User Consent for Extended Retention

By enabling optional telemetry features or by providing User Content to Batalyse for support purposes, Users consent to Batalyse retaining such data in accordance with this retention policy. Users acknowledge that:

- Retained data helps Batalyse improve the Software for all users
- Users can withdraw consent and request deletion at any time
- Deletion of test data may limit Batalyse's ability to reproduce and fix issues specific to the User's data formats or use cases

### 5.3.6 Anonymization Recommendations

When providing User Content for support or diagnostic purposes, Users are encouraged to anonymize or sanitize data where technically feasible. However, Users acknowledge that:

- Anonymization may limit Batalyse's ability to diagnose certain issues accurately
- Some technical problems require real data structures, formats, or content to reproduce
- Batalyse may request non-anonymized data if anonymized data is insufficient
- The decision to anonymize remains with the User

## 5.4 User Obligations Regarding Data

**Summary:** Users must minimize transmission of sensitive data, validate all Software outputs, protect data security, and comply with applicable data protection laws.

**Minimize Transmission of Sensitive Data:** Users must take reasonable steps to avoid transmitting personal data, confidential information, trade secrets, or sensitive business data to Batalyse unless strictly necessary for technical support. Users should:

- Anonymize or pseudonymize data before sharing when possible
- Remove or redact personal identifiers and proprietary information
- Use representative sample datasets rather than complete production data
- Encrypt sensitive data before transmission

**User Assumes Risk:** Users acknowledge and accept that:

- Batalyse implements reasonable security measures but cannot guarantee absolute protection of data transmitted over the internet
- The User assumes responsibility and risk for any sensitive, personal, or confidential data voluntarily shared with Batalyse
- The User must obtain any necessary consents from data subjects before sharing personal data

**Special Categories of Data:** Users must not transmit special categories of personal data under GDPR Article 9 (e.g., health data, biometric data, genetic data, data revealing racial or ethnic origin, political opinions, religious beliefs, trade union membership, or data concerning sex life or sexual orientation) to Batalyse without prior written agreement and appropriate data processing safeguards.

**Validate Software Outputs:** As detailed in Section 2.6.3 and Section 8.4.4, Users must independently validate all results, outputs, and analyses produced by the Software before relying on them for business decisions, research publications, regulatory submissions, or any critical purpose.

## 5.5 Compliance with Data Protection Laws

### 5.5.1 GDPR and Privacy Policy

All processing of personal data by Batalyse is governed by the [Privacy Policy](#) and complies with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

### 5.5.2 Data Processing Agreement

If the User processes personal data using the Software and Batalyse processes such data on behalf of the User (e.g., during support), the parties may enter into a separate Data Processing Agreement (DPA) as required by GDPR Article 28.

Contact [support@batalyse.com](mailto:support@batalyse.com) to request a DPA.

### 5.5.3 International Data Transfers

**Primary Data Storage:** User Content provided to Batalyse is primarily stored and processed on servers located within the European Union (EU/EEA).

**Third-Party Service Providers:** Batalyse uses certain third-party service providers that may process personal data outside the EU/EEA, including Microsoft, Google Analytics, HubSpot, Keygen, and others.

**Legal Safeguards:** Where personal data is transferred outside the EU/EEA, Batalyse ensures adequate protection through:

- Standard Contractual Clauses (SCCs) approved by the European Commission
- EU-U.S. Data Privacy Framework certification for U.S.-based service providers
- Binding Corporate Rules (BCRs) or other appropriate safeguards

For complete details on international data transfers and third-party service providers, see [Privacy Policy Section 4.3](#).

**Software Data Processing:** User Content processed by the Software itself (on-premise installation) remains entirely within the User's own infrastructure and jurisdiction.

### 5.5.4 User Rights

Users and data subjects whose personal data may be processed by Batalyse have rights under applicable data protection laws, including rights to access, rectification, erasure, restriction, portability, and objection. For details, refer to the [Privacy Policy](#).

## 5.6 Confidentiality and Security

### 5.6.1 Batalyse Confidentiality

Batalyse will treat User Content provided for support purposes as confidential and will not disclose it to third parties except as necessary to fulfill support obligations or as required by law.

### 5.6.2 Batalyse Security Measures

Batalyse implements reasonable technical and organizational security measures to protect User Content received for support purposes, including:

- Encryption in transit (TLS/SSL)
- Access controls limiting access to authorized personnel only
- Regular security assessments and updates

### 5.6.3 User Security Responsibility

Users are solely responsible for:

- Securing their on-premise installations and infrastructure
- Implementing appropriate access controls, authentication, and authorization
- Protecting against unauthorized access, malware, and security threats
- Encrypting sensitive data at rest and in transit
- Maintaining backups and disaster recovery procedures

Batalyse has no visibility into or control over User's security measures and cannot be held liable for security breaches occurring within User's environment.

## 5.7 No Obligation to Monitor

Batalyse has no obligation to monitor, review, or verify User Content processed by the Software. Users are solely responsible for ensuring that their use of the Software and processing of User Content complies with all applicable laws, regulations, and ethical standards.

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## 6. Intellectual Property and Confidentiality

**Summary:** Batalyse retains all intellectual property rights in the Software. You must protect Batalyse's confidential information and trade secrets.

Batalyse retains all intellectual property rights in the Software, Documentation, and related materials. All copyrights, patents, trademarks, trade secrets, and other intellectual property rights are and remain the exclusive property of Batalyse.

Users must protect all Confidential Information received from Batalyse (including Software, Documentation, trade secrets, and technical information) and comply with confidentiality obligations outlined in the [Terms and Conditions Sections 14 and 18](#).

Users shall not:

- Disclose Confidential Information to unauthorized third parties
- Use Confidential Information for purposes other than those authorized by this EULA
- Allow unauthorized access to the Software, Documentation, or Confidential Information

For additional provisions on confidentiality, decompilation rights, and copyright protection, refer to [Terms and Conditions Sections 9, 14, and 18](#).

### 6.1 Customer Feedback and Feature Requests

The User may provide suggestions, feedback, feature requests, or other input regarding the Software (collectively "Feedback") to Batalyse via email, support channels, or other means.

#### **Ownership and Use of Feedback:**

- All Feedback is provided voluntarily and without any obligation on Batalyse to implement or respond
- By providing Feedback, the User grants Batalyse a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, implement, modify, and incorporate the Feedback into the Software or other Batalyse products
- The User waives any claims to compensation, attribution, or ownership of implemented Feedback
- Batalyse is not obligated to treat Feedback as confidential unless separately agreed in writing

**No Patent Rights:** Feedback typically relates to minor software features, improvements, or usability enhancements that are not patentable subject matter. If the User believes their Feedback contains patentable inventions, the User should:

- Clearly mark the Feedback as "Proprietary and Confidential"
- Contact Batalyse at [support@batalyse.com](mailto:support@batalyse.com) to discuss separate confidentiality and licensing arrangements before submitting the Feedback
- Refrain from submitting the Feedback until appropriate agreements are in place

**Feature Request Prioritization:** Batalyse prioritizes feature development based on:

- Number of customers requesting a feature
- Technical feasibility and development effort
- Strategic alignment with product roadmap
- Resource availability

Users who submit feature requests may be notified when those features are implemented, but Batalyse makes no commitment regarding implementation timelines or whether any specific feature will be developed.

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## **7. Warranty and Support**

**Summary:** The Software is warranted to perform substantially as documented during your active license/maintenance period. Beta versions have limited warranty for known issues. No warranties apply to medical use. Report defects promptly for warranty service.

### **7.1 Limited Warranty**

#### **7.1.1 Warranty Statement**

Batalyse warrants that the Software will perform substantially in accordance with the Documentation provided by Batalyse when used under the specified system requirements and in accordance with the intended use described in Section 2.5.

"Substantially in accordance" means that the Software performs its principal functions as described in the Documentation, even if minor deviations, cosmetic issues, or non-critical functionality differences exist.

#### **7.1.2 What Constitutes a Defect**

For purposes of this warranty, a "defect" means a reproducible failure of the Software to conform to the Documentation that materially impairs the Software's functionality. Defects include:

- Software crashes, freezes, or fails to launch under supported system configurations
- Calculation errors or incorrect computational results when processing properly formatted, valid input data
- Core features documented as available fail to function
- Data corruption caused by the Software itself (not by hardware failure, user error, or external factors)
- Security vulnerabilities that compromise data integrity or system security

#### **7.1.3 What Does NOT Constitute a Defect**

The following do NOT constitute defects under this warranty:

- Inaccurate results or computational errors caused by insufficient numerical precision, resolution, or data quality in the User's source data or data export process
- Inability of specific Software features to function when required metadata, header information, or data attributes are missing, incomplete, or incorrectly formatted in the User's data files
- Minor deviations from Documentation that do not materially affect functionality
- Cosmetic issues, typographical errors in the interface, or minor display inconsistencies
- Features or capabilities not explicitly described in the Documentation
- Inability to process custom, non-standard, or undocumented file formats or data structures (Batalyse works with customers to add support for new formats as continuous improvement efforts, prioritizing formats needed by multiple customers)
- Performance issues caused by inadequate hardware resources, User's network infrastructure, parallel processes, User's Software settings, operating system conflicts, or third-party software issues
- Issues arising from User's failure to follow Documentation, system requirements, or proper usage guidelines
- Problems caused by unauthorized modifications, third-party integrations, or use outside the scope defined in Section 2

## 7.2 Warranty Exclusions and Limitations

**Summary:** Warranties are limited for on-premise software, excluded entirely for medical use, and limited for third-party components and beta versions. User validation of outputs is required.

### 7.2.1 On-Premise Deployment and Medical Use

As the Software operates on User's own infrastructure (detailed in Section 8.4), Batalyse cannot warrant that the Software will successfully process all data formats or that calculation results are accurate when based on incomplete or erroneous input data. Users must validate Software outputs for their specific use cases.

**Medical Use:** As explicitly stated in Section 2.6.2, NO WARRANTIES of any kind apply to use of the Software for medical, clinical, diagnostic, or healthcare-related purposes. Any such use is entirely at User's own risk, and all warranties are expressly excluded for medical applications.

### 7.2.2 Third-Party Components and Beta Versions

Batalyse's warranty for Third-Party Components is limited as described in Section 8.6.

Beta versions are covered by this warranty EXCEPT:

- Known issues documented in release notes are excluded from warranty
- Beta versions may contain incomplete features or instabilities inherent to pre-release software
- Response times for beta-specific issues may be longer than for official releases

### 7.2.3 General Warranty Disclaimers

EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 7.1, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BATALYSE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties arising from course of dealing or usage of trade
- Warranties of uninterrupted or error-free operation
- Warranties regarding the accuracy, reliability, or usefulness of results or outputs
- Warranties that the Software will meet all User requirements or be compatible with all systems

### 7.2.4 User Acknowledgment

User acknowledges that:

- The limited warranty in Section 7.1 is the only warranty provided by Batalyse
- The warranty limitations and exclusions are reasonable and were a material inducement for Batalyse to enter into this EULA
- The license fees reflect these warranty limitations
- User has not relied on any oral or written statements, representations, or warranties not expressly included in this EULA

### 7.3 Warranty Period

#### 7.3.1 Duration

The warranty applies:

- **For time-limited licenses:** Throughout the entire duration of the active license period
- **For perpetual licenses:** Throughout the duration of any active paid maintenance and support agreement

Once a license or maintenance period expires, warranty coverage ceases. Users may renew or purchase maintenance as described in Section 4.1.2 to restore warranty coverage.

#### 7.3.2 Reporting Defects

To receive warranty service, Users must:

- Report defects to Batalyse at [support@batalyse.com](mailto:support@batalyse.com) during the applicable warranty period
- Provide sufficient information to reproduce and diagnose the defect
- Report defects within a reasonable time after discovery (ideally within 30 days)

Batalyse is not responsible for addressing defects reported after the warranty period has expired or defects that the User knew about but failed to report promptly.

### 7.4 Warranty Remedies

#### 7.4.1 Exclusive Remedy

If the Software fails to conform to the warranty in Section 7.1 and the User reports the defect in accordance with Section 7.3.2, Batalyse's sole obligation and User's exclusive remedy shall be:

##### Primary Remedy - Software Correction:

- Batalyse will use commercially reasonable efforts to correct the reported defect in a subsequent Software update, typically in the next beta release (as described in Section 4.6)
- Beta updates containing fixes are typically released within days to weeks of defect confirmation
- Official stable releases containing the fix will be included in periodic official updates (typically every few months)

##### Alternative Remedies (if correction is not feasible):

- Provide a workaround or alternative method to achieve the intended functionality
- Provide documentation or guidance to avoid or minimize the impact of the defect
- If the defect materially impairs core functionality and cannot be corrected within a reasonable time (typically 90 days), Batalyse may, at its sole discretion:
  - Refund the pro-rata portion of license fees for the remaining unused license period (for time-limited licenses)
  - Refund a portion of the original license fee (for perpetual licenses, amount determined by Batalyse based on age of license and severity of defect)

#### 7.4.2 No Other Remedies

The remedies in Section 7.4.1 are the User's sole and exclusive remedies for breach of warranty. Batalyse shall have no other obligations or liability for warranty claims beyond those expressly stated.

### 7.4.3 Fix Delivery

Fixes and corrections are delivered through the standard update mechanisms described in Section 4.2. Users are responsible for:

- Installing updates containing fixes
- Testing updates in their environment
- Verifying that the fix resolves the reported issue

Batalyse does not create custom patches for individual Users or individual Software versions. All fixes are incorporated into the standard Software release cycle.

### 7.5 User Obligations for Warranty Service

To receive warranty service, Users must fulfill the following obligations:

**Provide Sufficient Information:** Users must provide Batalyse with sufficient information to diagnose and reproduce the defect, including:

- Detailed description of the defect and its symptoms
- Steps to reproduce the defect consistently
- Software version, module information, and system configuration
- Error messages, log files, or diagnostic information
- Sample data or file structures that demonstrate the issue (where applicable and feasible)
- Expected behavior vs. actual behavior

**Cooperation:** Users must reasonably cooperate with Batalyse in diagnosing and resolving defects, including:

- Responding to requests for additional information in a timely manner
- Testing proposed fixes or workarounds and providing feedback
- Allowing Batalyse access to diagnostic information (per Section 5.2.5 for supervised remote access if needed)
- Implementing recommended system requirements or configuration changes

**Maintain Current Software Version:** To receive warranty support and bug fixes, Users must update to the current Software version:

- All bug fixes are delivered exclusively through new Software releases (typically beta releases within days to weeks, and official releases every few months)
- Batalyse does not create individual patches or custom updates for older Software versions
- If a User reports a defect in an older Software version, Batalyse will confirm whether the defect has already been fixed in a current version
- If the defect still exists in the current version, Batalyse will fix it in the next Software release
- To receive the fix, Users must update to the Software version containing the fix

This approach ensures efficient development resources focused on current Software versions and consistent Software quality across the customer base. Users who cannot or choose not to update to current versions will not receive bug fixes for their older versions.

**Follow Documentation and Requirements:** Users must:

- Use the Software in accordance with the Documentation and system requirements
- Operate the Software within the intended use scope defined in Section 2.5
- Avoid prohibited uses as defined in Sections 2.6 and 2.7
- Maintain proper backups and follow reasonable usage practices

Failure to fulfill these obligations may limit or eliminate Batalyse's warranty obligations to the extent the defect cannot be diagnosed, reproduced, or resolved without User cooperation.

## 7.6 Technical Support Services

**Summary:** Support is available in English and German via email. We aim to respond within 1-2 business days (best effort, not guaranteed SLA). Enterprise customers can inquire about guaranteed SLA plans.

### 7.6.1 Support Availability

Batalyse provides technical support services to all Users with active licenses and current maintenance coverage. Support is available in English and German via email at [support@batalyse.com](mailto:support@batalyse.com).

### 7.6.2 Support Scope

Technical support includes assistance with:

- **Installation and Setup:** Guidance on installing, configuring, and activating the Software
- **Usage and Operation:** Help understanding and using Software features and functions
- **Troubleshooting:** Diagnosing and resolving technical issues, errors, or unexpected behavior
- **Bug Reports:** Receiving, confirming, and addressing defects
- **Data Format Support:** Assistance with processing data files and troubleshooting file format compatibility issues
- **Update Assistance:** Help with downloading, installing, and troubleshooting Software updates
- **Configuration Guidance:** Recommendations for optimizing Software settings
- **Feature Requests:** Receiving and considering requests for new features or enhancements

### 7.6.3 Support Response Time

Batalyse commits to responding to support requests from Users with active licenses and current maintenance coverage within 1-2 business days (Monday through Friday, excluding German public holidays) from receipt of the support request.

#### Response Time Commitment:

- "Response" means an initial acknowledgment and preliminary assessment, not necessarily complete resolution
- Response time applies to support requests submitted via [support@batalyse.com](mailto:support@batalyse.com) during business hours (9:00-17:00 CET/CEST)
- Resolution time depends on the complexity of the issue and User cooperation

**No SLA Guarantee:** This is a best-efforts commitment, not a guaranteed Service Level Agreement (SLA). Failure to meet the 1-2 day response time does not constitute a breach of contract and does not entitle the User to refunds, credits, or damages.

While Batalyse prioritizes support for paying customers with active maintenance, we make every effort to respond to all support requests as quickly as possible.

**Enterprise SLA Available:** Customers requiring guaranteed SLA with defined response times, escalation procedures, and service credits for SLA breaches may inquire about Enterprise Support plans at [support@batalyse.com](mailto:support@batalyse.com). Enterprise SLA requires a separate written agreement and additional fees.

**Priority Levels:** Batalyse internally prioritizes support requests based on severity and impact:

- **Highest Priority:** Calculation errors, software crashes, and critical bugs affecting core functionality
- **High Priority:** Data format compatibility issues and functionality problems
- **Standard Priority:** Feature requests, usage questions, and enhancement suggestions
- **Lower Priority:** Cosmetic issues, minor deviations, and non-critical matters

### 7.6.4 Support Requirements

To receive effective support, Users must:

- Contact support via the designated channel: [support@batalyse.com](mailto:support@batalyse.com)
- Provide clear, detailed information about the issue
- Have an active, valid license with current maintenance coverage

- Cooperate with Batalyse support staff during the diagnostic and resolution process

#### **7.6.5 Support Exclusions**

Technical support does NOT include:

- Development of custom features, scripts, or modifications specific to individual Users (unless separately contracted)
- Training services beyond basic usage guidance (comprehensive training may be available as a separate service)
- Support for software, systems, or environments not provided by Batalyse (though Batalyse will provide reasonable assistance with integration issues)
- Consultation services, project management, or ongoing advisory services (available separately)
- On-site support or dedicated support resources (unless separately contracted)
- Support for uses prohibited under Sections 2.6 and 2.7

#### **7.6.6 Support During Update Development**

When a defect is confirmed and a fix is being developed:

- Users may be provided with beta versions containing the fix for testing
- Batalyse will keep Users informed of fix progress and expected release timelines
- Users may be asked to test and provide feedback on proposed fixes

### **7.7 Availability and Uptime**

#### **7.7.1 On-Premise Deployment**

For Collect and Mind modules deployed on the User's own infrastructure, Batalyse has no control over or responsibility for uptime, availability, or performance. The User is solely responsible for maintaining their infrastructure and ensuring availability.

#### **7.7.2 Batalyse-Hosted Demo Environments**

Demo and testing environments provided by Batalyse are offered "as-is" without any uptime guarantees or SLA. Batalyse may perform maintenance, upgrades, or experience unplanned outages without advance notice or compensation to Users.

Demo environments are provided for temporary evaluation purposes only and should not be used for production data or critical operations.

#### **7.7.3 No Uptime Guarantee**

Batalyse does not guarantee 100% uptime or availability for any Software or services. Planned maintenance windows and unplanned outages may occur. Batalyse will make commercially reasonable efforts to minimize downtime but is not liable for any losses resulting from unavailability.

#### **7.7.4 Enterprise Hosting SLA**

Enterprise customers requiring guaranteed uptime and availability may inquire about managed hosting services with defined SLA at [support@batalyse.com](mailto:support@batalyse.com). Such services require separate agreements and fees.

### **7.8 Geographic and Legal Variations**

Some jurisdictions do not allow the exclusion or limitation of implied warranties or certain remedies. In such jurisdictions:

- The limitations in this Section 7 apply to the maximum extent permitted by applicable law
  - Any implied warranties that cannot be excluded are limited in duration to the warranty period specified in Section 7.3
  - User may have additional rights under local consumer protection laws
-

## 8. Liability

**Summary:** Batalyse's liability is unlimited for intent, gross negligence, and personal injury. For simple negligence, liability is limited to breach of essential obligations (capped at license fees paid). No liability for indirect damages or data issues caused by user error.

### 8.1 Scope of Liability

Batalyse's liability under this EULA is governed by the following provisions, subject to mandatory statutory liability under German law.

### 8.2 Unlimited Liability

Batalyse's liability is unlimited in cases of:

- Intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit) by Batalyse, its legal representatives, or vicarious agents
- Injury to life, body, or health caused by Batalyse, its legal representatives, or vicarious agents
- Defects fraudulently concealed by Batalyse
- Claims under the German Product Liability Act (Produkthaftungsgesetz)
- Breach of guarantees explicitly provided in writing by Batalyse

### 8.3 Limited Liability for Breach of Essential Contractual Obligations

In cases of simple negligence (einfache Fahrlässigkeit), Batalyse is only liable for breach of essential contractual obligations (Kardinalpflichten). Essential contractual obligations are those duties whose fulfillment is necessary to achieve the purpose of this contract and on whose compliance the User may reasonably rely.

For the purposes of this EULA, essential contractual obligations include:

- Providing access to the Software in accordance with the license grant (Section 2)
- Maintaining the basic functionality of the Software as described in the Documentation
- Protecting User data in accordance with the [Privacy Policy](#)
- Providing the warranty and support obligations specified in Section 7

In such cases, liability is limited to:

**Damage Cap:** The total amount of license fees actually paid by the User to Batalyse for the specific Software license under which the claim arises

- For time-limited licenses: The total fees paid for the current license period
- For perpetual licenses: The one-time license fee paid at purchase

**Aggregate Cap:** The damage cap applies cumulatively to all claims arising from or related to a single license, regardless of the number of incidents or claims

### 8.4 On-Premise Deployment Limitations

**Nature of Deployment:** The Software operates on-premise on User's own infrastructure. As detailed in Section 5.1.2, Batalyse has no automatic access to, visibility into, or control over User's data, hardware, network, operational environment, or errors occurring during Software operation.

**User Responsibilities and Limitations:** Because the Software operates on-premise without Batalyse access, Users are solely responsible for:

- Creating and maintaining backups of all data
- Ensuring data quality, accuracy, and proper formatting
- Verifying file structures and data formats are compatible
- Maintaining adequate hardware and system resources
- Monitoring Software performance and error logs
- Validating and verifying all results before relying on them for decisions

- Providing diagnostic information when requesting support

Batalyse cannot guarantee that the Software will process all data formats successfully, that results are accurate when based on incomplete or erroneous input data, that the Software will detect data quality issues, or continuous error-free operation without User monitoring. Users bear sole responsibility for any decisions or actions taken based on Software outputs.

### 8.5 Exclusion of Further Liability

Subject to the provisions in Sections 8.2 and 8.3, Batalyse's liability is excluded for:

#### Indirect or Consequential Damages:

- Loss of profits, revenue, business opportunities, or contracts
- Loss of anticipated savings, data, or data corruption
- Business interruption, downtime, or damage to reputation
- Claims by third parties against the User
- Incorrect results, analyses, or calculations based on Software output

#### Other Excluded Damages:

- Damages from simple negligence not involving essential obligations
- Damages from unauthorized modifications by User or third parties
- Compatibility issues with non-specified third-party software or hardware
- Data-related issues (incompatible file structures, malformed data, incorrect formats, poor data quality)
- Calculation errors (caused by software bugs, algorithmic limitations, or computational errors, unless caused by intent or gross negligence)
- Undetected errors (failure to identify or alert Users to data quality issues)
- User's operational failures (failure to implement backups, validate results, monitor systems, or follow Documentation)
- Delayed support (inability to diagnose issues promptly due to insufficient diagnostic information)
- System requirements (inadequate hardware, incompatible OS, or failure to meet requirements)
- Force majeure events (see [Terms Section 19](#))
- Third-Party Components (see Section 8.6)

### 8.6 Third-Party Components and Open-Source Software

#### 8.6.1 Inclusion and Right to Update

The Software may include third-party libraries, frameworks, open-source components, or cloud services (collectively "Third-Party Components") subject to their respective license terms. See Section 2.4 for details on obtaining the list of Third-Party Components.

Batalyse reserves the right to update, modify, replace, or remove Third-Party Components at any time to address security vulnerabilities, maintain compatibility, comply with legal requirements, improve performance, or respond to changes by third-party providers.

#### 8.6.2 Warranty and Liability

Batalyse provides no warranty regarding Third-Party Components beyond ensuring their integration meets the basic functionality described in the Documentation. Specifically:

- Batalyse does not warrant uninterrupted availability of third-party services
- Batalyse is not responsible for changes, discontinuation, or price changes imposed by third-party providers
- Users accept that Third-Party Components may have their own limitations, bugs, or security issues

Batalyse's liability for damages arising from Third-Party Components is limited to cases where Batalyse:

- Negligently selected an obviously unsuitable or defective component, or
- Failed to replace a component after becoming aware of critical security vulnerabilities or incompatibilities

Batalyse is not liable for:

- Failures, discontinuation, or changes by third-party providers beyond Batalyse's control
- Security vulnerabilities in Third-Party Components not publicly known at integration time
- Incompatibilities arising from updates to third-party systems or services

### 8.6.3 Third-Party License Compliance

Users are responsible for complying with the license terms of any Third-Party Components they directly interact with or extract from the Software. Batalyse will make available a list of material Third-Party Components and their licenses upon request to [support@batalyse.com](mailto:support@batalyse.com).

### 8.7 User's Duty to Mitigate Damages

The User has a duty to take reasonable measures to prevent and mitigate damages, including:

- Implementing regular and comprehensive data backups (Batalyse does not provide backup services and has no access to User data)
- Testing the Software with representative data samples in a non-production environment before deployment
- Validating file structures and data formats for compatibility before processing large datasets
- Verifying calculation results and outputs, particularly for business-critical, research, or regulatory purposes
- Monitoring Software performance, error logs, and system resources
- Promptly reporting defects with sufficient diagnostic information
- Installing critical updates and patches in a timely manner
- Following documented best practices, system requirements, and usage guidelines
- Providing Batalyse with access to relevant log files, error messages, sample data, and diagnostic information when requesting support

Failure to fulfill these duties may reduce or eliminate Batalyse's liability to the extent the damages could have been prevented or mitigated.

### 8.8 Statute of Limitations

Claims for damages against Batalyse shall become time-barred according to statutory provisions under German law, except:

- For claims under Section 8.2 (unlimited liability), which follow statutory limitation periods
- For defect claims (Mängelansprüche) related to the Software, which are subject to a limitation period of twelve (12) months from delivery or provision of access, unless longer periods apply by mandatory law

### 8.9 Liability Under Mandatory Law

Nothing in this Section 8 limits or excludes liability that cannot be limited or excluded under applicable mandatory law, including the German Civil Code (BGB) and the German Product Liability Act.

For additional liability provisions, refer to [Terms and Conditions Section 12](#).

## 9. Termination

**Summary:** License terminates upon expiration or breach. You must delete all Software copies, except Collect and Mind which remain accessible in read-only mode indefinitely.

### 9.1 Automatic Termination

This EULA terminates automatically upon:

- Expiration of the license term (for time-limited licenses without renewal)
- Breach of any material terms of this EULA by the User
- Non-payment as specified in [Terms Section 6.3](#)
- Mutual written agreement to terminate

## 9.2 Termination Obligations

Upon termination, the User must:

- Immediately cease all use of the Software
- Permanently delete the Software, Documentation, tutorial videos, access credentials, and any copies thereof
- Provide written confirmation of deletion to Batalyse upon request

## 9.3 Exception: Read-Only Access

As an exception to Section 9.2, Batalyse grants the User the right to access its data management system 'Collect' and its LIMS 'Mind' in read-only mode indefinitely, even after termination of the contractual relationship. This allows Users to access their historical data stored in these systems.

## 9.4 Survival

The following provisions survive termination or expiration of this EULA:

- Section 2.6: Medical Use Restrictions and Indemnification
- Section 5: User Content and Data Handling (data retention and deletion rights)
- Section 6: Intellectual Property and Confidentiality
- Section 8: Liability
- Section 9.4: Survival
- Section 11: Entire Agreement
- Any payment obligations accrued prior to termination

For additional termination provisions, see [Terms and Conditions Section 15](#).

## 10. Changes to this EULA

**Summary:** Batalyse may amend this EULA with 30 days' notice. For time-limited licenses, continued use means acceptance. For perpetual licenses, changes don't apply retroactively unless accepted.

### 10.1 Right to Amend

Batalyse reserves the right to amend this EULA to reflect legal requirements, technical developments, security improvements, or business changes.

### 10.2 Notice Period

Users will be notified of any changes at least thirty (30) days before the new version takes effect via:

- Email to the registered contact address, and/or
- Prominent notice within the Software interface, and/or
- Notification on the Batalyse website

### 10.3 Material vs. Non-Material Changes

**Non-Material Changes** (such as clarifications, corrections, formatting, or updates that do not affect User rights or obligations) take effect automatically on the specified date.

**Material Changes** (such as modifications to license scope, liability limitations, fees, data processing, or usage restrictions) require User acceptance as follows:

### 10.4 Acceptance of Material Changes

**For Time-Limited Licenses:** Continued use of the Software after the effective date constitutes acceptance of the amended EULA. If the User does not agree to the changes, the User may terminate the license by providing written notice to Batalyse within the 30-day notice period. Upon such termination:

- The license remains valid under the previous terms until the end of the current billing period
- Batalyse will provide a pro-rata refund for any prepaid but unused license period beyond the termination date
- The User must cease using the Software and delete all copies after the termination date

**For Perpetual Licenses:** Material changes do not apply retroactively to existing perpetual licenses unless required by law. Users may:

- Continue using the Software under the previous EULA version in effect at the time of purchase (without receiving new updates or support), or
- Accept the new terms to receive updates, support, and new features

If updates or support require acceptance of new terms, Batalyse will clearly communicate this requirement. Access to new updates and continued support may be conditioned on acceptance of the amended EULA.

### 10.5 Legal or Security-Required Changes

Changes required by law, court order, or to address critical security vulnerabilities may take effect with shorter notice periods as necessary to ensure compliance or protect User data and systems.

### 10.6 Version History

Previous versions of this EULA will be made available upon request to [support@batalyse.com](mailto:support@batalyse.com) for reference and transparency.

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## 11. Entire Agreement

This EULA, together with the [Terms and Conditions](#) and [Privacy Policy](#), constitutes the entire agreement between Batalyse and the User regarding the Software and supersedes all prior agreements, representations, or understandings, whether written or oral.

In case of conflicts between documents:

1. Individual written agreements between the parties
2. This EULA
3. Terms and Conditions
4. Privacy Policy

Invalid or unenforceable provisions shall not affect the validity of the remaining provisions. All notices and inquiries must be submitted to [support@batalyse.com](mailto:support@batalyse.com).

For additional provisions on:

- Payment terms, fees, and taxes: See [Terms Section 3](#)
- Export compliance: See [Terms Section 20](#)
- Force majeure: See [Terms Section 19](#)
- Governing law and jurisdiction: See [Terms Section 22](#)
- Accessibility commitment: See [Terms Section 21](#)

- Data protection and privacy: See [Privacy Policy](#)
  - Data processing agreement: Available at [support@batalyse.com](mailto:support@batalyse.com)
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## 12. Version History

### Version 2025-10-10

Previous versions are available upon request to [support@batalyse.com](mailto:support@batalyse.com).

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## 13. Contact Information

**Batalyse GmbH**  
Sattlerstr. 5  
75045 Walzbachtal, Germany

**Support:** [support@batalyse.com](mailto:support@batalyse.com)

**Data Protection Officer:** [eran@batalyse.com](mailto:eran@batalyse.com)

**Phone:** +49 (176) 789 814 63

**Website:** [www.batalyse.com](http://www.batalyse.com)

### Related Documents

- **EULA:** [www.batalyse.com/eula](http://www.batalyse.com/eula)
  - **Terms and Conditions:** [www.batalyse.com/terms](http://www.batalyse.com/terms)
  - **Privacy Policy:** [www.batalyse.com/datenschutz](http://www.batalyse.com/datenschutz)
  - **Data Processing Agreement (DPA):** Available upon request at [support@batalyse.com](mailto:support@batalyse.com)
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