

Terms and Conditions - Batalyse GmbH

Effective date: 2025-10-10

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1. General Provisions

1.1 Scope

These Terms and Conditions refer to a simple, time-limited or perpetual, non-exclusive, and non-transferable license (right of use) for computer programs and user documentation (hereinafter referred to as "Software"). The terms "license," "license fee," and "licensing" as used in these Terms refer to the granting of usage rights for the Software.

The Software is licensed by BATALYSE GmbH (hereinafter referred to as "BATALYSE") to the Licensee (hereinafter referred to as "User") in accordance with these provisions and the [End User License Agreement \(EULA\)](#).

1.2 Business-to-Business Only; Healthcare Exclusion

The offer of goods and services of BATALYSE according to these Terms and Conditions is exclusively directed to legal entities under public law, to special funds under public law and to entrepreneurs in the sense of § 14 BGB (German Civil Code), i.e. natural or legal persons or partnerships with legal capacity who act in the exercise of a commercial or self-employed activity when placing an order.

In this respect, BATALYSE rejects the conclusion of a contract with a consumer. Furthermore, the use of BATALYSE's services in the healthcare or medical sector is expressly excluded as detailed in the [End User License Agreement \(EULA\)](#).

The user declares at the conclusion of the contract that he is neither a consumer nor a private individual and that he is not procuring the services for purposes within the healthcare or medical sector, but that he is a representative of a legal entity under public law, a special fund under public law, or an entrepreneur within the meaning of § 14 BGB.

1.3 Authority to Deviate

The employees of BATALYSE are not entitled to make any agreements, collateral agreements, individual warranty promises or assurances deviating from these Terms and Conditions, unless they are expressly authorized to do so or are entitled to do so by virtue of their position as a corporate body, procurement or general power of attorney.

1.4 Document Hierarchy

These Terms and Conditions form part of the Agreement as defined in the [End User License Agreement \(EULA\)](#). In case of conflicts between documents, the following hierarchy applies:

1. Individual written agreements between the parties
2. The [EULA](#)
3. These Terms and Conditions
4. The [Privacy Policy](#)
5. The Offer from BATALYSE
6. User's purchase or business conditions (only if explicitly accepted by BATALYSE in writing)

In case of contradictions or ambiguities, higher-ranking provisions prevail over lower-ranking provisions.

1.5 Relationship to EULA

These Terms and Conditions supplement and are incorporated into the [End User License Agreement \(EULA\)](#).

All references in these Terms to "EULA Section X" refer to the [EULA v2025-10-09](#).

The EULA governs:

- License grant and scope ([EULA Section 2](#))
- Intended and prohibited uses, including medical use restrictions ([EULA Section 2.6](#))
- Software activation and hardware binding ([EULA Section 3](#))
- Updates and maintenance entitlements ([EULA Section 4](#))
- Data handling, privacy, and telemetry ([EULA Section 5](#))
- Intellectual property and confidentiality ([EULA Section 6](#))
- Warranty terms and technical support ([EULA Section 7](#))
- Liability limitations and damage caps ([EULA Section 8](#))
- Termination provisions ([EULA Section 9](#))
- Changes to EULA ([EULA Section 10](#))

These Terms govern:

- Payment terms and fees (Section 3)
- Contract duration and renewal (Section 5)
- Decompilation rights (Section 9)
- Marketing and branding rights (Section 10)
- Export compliance obligations (Section 20)
- Accessibility commitment (Section 21)
- Governing law and jurisdiction (Section 22)

In case of conflict, the EULA prevails on topics it governs, and these Terms prevail on commercial and administrative matters.

2. Software Provision and License Scope

2.1 Software Delivery

The software shall be made available to the User together with user documentation via the Internet or other electronic means as specified in the Offer.

2.2 License Types and Features

The features of the software as well as the number of users, evaluations, and data profiles are described in detail in the Offer from BATALYSE, which specifies the license type (e.g., single workstation license, server license, perpetual license, time-limited license).

The license scope, permitted uses, and restrictions are governed by [EULA Section 2](#). Unless otherwise agreed in the Offer, the User acquires a single-user license for use on one computer.

2.3 Software Updates and New Versions

The software is continuously improved and new versions are made available. Update and maintenance entitlements are governed by [EULA Section 4](#).

Users with active licenses receive updates as described in [EULA Section 4](#). No entitlement exists to receive specific features or updates at a particular time unless contractually agreed in writing.

Version rollback rights and support for older versions are governed by [EULA Section 4.3](#).

2.4 License Duration and Maintenance

License duration, maintenance terms, and update entitlements are governed by [EULA Sections 2.2](#) and [4](#).

During active license terms, BATALYSE provides updates and support as specified in the EULA. Payment terms for licenses and maintenance are set forth in Section 3 of these Terms.

3. Payment Terms and Fees

3.1 Pricing, Currency, and Taxes

All prices are stated in Euro (EUR) unless otherwise specified in the Offer. For customers outside the Eurozone, prices may be quoted in USD, GBP, or CHF at Batalyse's discretion based on current exchange rates.

Accepted Payment Methods:

- Bank transfer (SEPA for EU customers, SWIFT for international customers)
- Credit card (where available)
- Other methods as agreed in writing

Currency Conversion: Currency conversion risks are borne by the Customer. If payment is made in a currency other than EUR, the amount due is calculated based on the exchange rate on the invoice date.

3.1.1 Value Added Tax (VAT) and Sales Tax

For EU Customers (B2B):

- German VAT (19%) applies unless the customer provides a valid VAT ID

- With valid VAT ID: Reverse charge mechanism applies (customer self-accounts for VAT in their country)

For Non-EU Customers:

- No German VAT charged
- Customer responsible for any import duties, customs fees, or local taxes (VAT, GST, sales tax) in their jurisdiction

For UK Customers:

- No German VAT charged (post-Brexit)
- Customer responsible for UK VAT if applicable

For US Customers:

- No VAT charged
- Batalyse does not collect US state or local sales tax
- Customer responsible for use tax reporting in their state if required

For Swiss Customers:

- No German VAT charged
- Customer responsible for Swiss MwSt. (value added tax) if applicable
- Batalyse may register for Swiss VAT if required by Swiss law

3.2 Payment Terms

License fees plus applicable taxes are due annually in advance according to the Offer from BATALYSE, unless otherwise agreed. Payment is due without deduction to the account of BATALYSE, which will be communicated to the User separately.

License activation and payment-related suspension or deactivation are governed by [EULA Section 3.4](#).

3.2.1 Price Adjustments for Renewals

Annual License Renewals: For annual time-limited licenses, Batalyse reserves the right to adjust license fees upon renewal to reflect:

- Changes in the German consumer price index (inflation adjustment)
- Changes in operational costs, including third-party service provider fees
- Currency fluctuations (for non-EUR customers)

Price Adjustment Limits:

- **Minimum adjustment:** German consumer price index (CPI) increase for the previous 12 months
- **Maximum adjustment:** 10% per year
- If the German CPI increase exceeds 10%, Batalyse may apply up to the actual CPI rate

New Features: Significant new features or functionality will be offered as separate license options rather than automatically increasing the base license price.

Notice and Transparency:

- Batalyse will notify the Customer of new pricing at least 30 days before the license renewal date
- The notification will include the new price and a brief explanation of the adjustment basis

Customer Options: If the Customer objects to the new pricing, the Customer may:

- Accept the new pricing and renew the license
- Decline to renew and allow the license to expire at the end of the current term
- Contact Batalyse at support@batalyse.com to discuss alternative options

Multi-Year Licenses: Multi-year licenses (Section 3.3) are exempt from price adjustments during the contracted term. The price is fixed for the entire duration (2 or 3 years).

3.3 Multi-Year License Pricing

Batalyse offers multi-year licenses (2-year or 3-year terms) at discounted rates compared to annual renewals.

Discount Structure:

- **2-Year License:** 2% discount on total license fees (compared to two separate annual renewals)
- **3-Year License:** 5% discount on total license fees (compared to three separate annual renewals)

Fixed Pricing: Multi-year licenses are offered at a fixed price for the entire term. There are no price increases for subsequent years within the multi-year term.

Payment:

- Multi-year licenses require full prepayment for the entire term
- Discounts apply only when the full term is paid upfront
- Installment payment options may be available for enterprise customers upon separate agreement

Early Termination:

- Multi-year licenses cannot be terminated for convenience by the Customer
- The license term is binding for the agreed duration (2 or 3 years)
- Early termination is only permitted in cases of material breach by Batalyse or as required by mandatory law
- If early termination is permitted due to Batalyse's material breach, a pro-rata refund for the unused period will be provided

Renewal:

- Multi-year licenses do not automatically renew
- Batalyse will contact the Customer approximately 60 days before expiration to discuss renewal options
- Renewal pricing is based on current rates at the time of renewal

4. Changes to Terms and Conditions

4.1 Right to Amend

BATALYSE may amend these Terms and Conditions to reflect:

- Legal or regulatory requirements
- Technical developments
- Security improvements
- Clarifications or corrections

4.2 Material vs. Non-Material Changes

4.2.1 Non-Material Changes

Minor changes (clarifications, formatting, typographical corrections, or updates that do not affect User rights or obligations) take effect automatically upon publication with reasonable notice on the BATALYSE website.

4.2.2 Material Changes

Material changes that significantly affect User rights, obligations, liability, or fees require notification and User acceptance as described in Section 4.3.

4.3 Notification and Acceptance Process

4.3.1 During Active Contract Term

For material changes during an active license period:

Notice Period:

- BATALYSE will notify the User at least thirty (30) days before the changes take effect
- Notification via email to the User's registered contact address
- The notification will clearly identify which provisions have changed and why

User Options:

- Accept the changes by continuing to use the Software after the effective date
- Object in writing to support@batalyse.com within thirty (30) days of notification

Effect of Objection:

- If the User objects, the contract continues under the previous Terms until the end of the current license period
- Either party may terminate the contract in accordance with Section 5
- The license will not automatically renew under the objected terms

BATALYSE Discretion:

- If BATALYSE determines that the objected changes are not critical to its business operations or legal compliance, BATALYSE may, at its sole discretion, allow the contract to continue under the previous Terms beyond the current license period
- BATALYSE is under no obligation to do so and will communicate its decision in writing

4.3.2 Upon Contract Renewal

When BATALYSE offers contract renewal, the offer will reference the current version of the Terms and Conditions.

By accepting the renewal offer (and paying the renewal fee), the User accepts any updated Terms that are part of the renewal offer.

4.4 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.

BATALYSE will notify Users as soon as reasonably possible and explain the reason for the urgent change.

4.5 Price Adjustments

Price adjustments upon license renewal are governed by Section 3.2.1 of these Terms and are not subject to the objection process in Section 4.3.

Price changes are communicated through renewal offers, and the User may accept or decline the renewal.

4.6 Changes to Service Obligations

Changes to Software features, maintenance obligations, support services, and warranty terms are governed by:

- [EULA Section 4](#) (Updates and Maintenance)
- [EULA Section 7](#) (Warranty and Support)

Material changes to service obligations that affect the core functionality described in the Documentation will be communicated with reasonable notice.

4.7 Changes to Other Documents

- Changes to these Terms and Conditions are governed by Section 4 of these Terms
- Changes to the [End User License Agreement \(EULA\)](#) are governed by [EULA Section 10](#)
- Changes to the [Privacy Policy](#) are governed by [Privacy Policy Section 15](#)
- Changes to the Data Processing Agreement (DPA) are governed by DPA Section 16

4.8 No Retroactive Application

Except as required by mandatory law, amendments to these Terms apply only prospectively and do not affect rights or obligations that accrued under previous versions.

5. Contract Duration and Termination

5.1 Individual Agreement

The license term is agreed individually between the parties. Any renewal of the license term requires the express written agreement of both parties; there shall be no automatic renewal without such agreement.

5.2 Standard Term

Unless otherwise agreed, license agreements shall have a term of 12 months. The specific term of the contract shall be determined by the Offer from BATALYSE.

5.3 End of Update and Support Services

Upon expiration or termination of the license as well as upon expiration of the agreed maintenance and support period, BATALYSE shall no longer be obligated to provide security updates or bug fixes.

BATALYSE will inform the User in due time before expiration about the upcoming end of update and support services. After this period, BATALYSE accepts no liability for damages resulting from missing or unapplied security updates.

Termination provisions and post-termination obligations are governed by [EULA Section 9](#).

6. Permitted Reproductions

6.1 Scope of Reproduction Rights

The User may reproduce the delivered Software to the extent that the respective reproduction is necessary for the use of the Software. Necessary reproductions include in particular the installation of the Software on the mass storage of the hardware used as well as the loading of the Software into the main memory.

Additional use restrictions are governed by [EULA Section 2.7](#).

6.2 License Activation Conditional on Payment

BATALYSE reserves the right to grant the rights of use only after complete receipt of payment for the full license period and to activate the Software only then.

6.3 License Deactivation for Non-Payment

BATALYSE reserves the right to deactivate an already active license if payment is not received within 30 days of invoicing. Once the license is deactivated, no further evaluations can be conducted, and no new files can be processed.

License reactivation upon payment receipt shall occur as specified in [EULA Section 3.4](#).

7. Transfer Restrictions

7.1 Prohibition on Commercial Transfer

The User shall not sell the Software including user documentation and any other accompanying material to third parties without the consent of BATALYSE, nor shall the User transfer it for a limited period of time. In particular, the User shall not rent or lend the Software.

Complete transfer and sublicensing restrictions are governed by [EULA Section 2.7](#).

7.2 Internal Use by Employees

The transfer to third parties who are not granted an independent right of use and who are subject to the User's control regarding the manner of use is permitted. This typically applies to employees of the User. However, the prohibition of multiple use pursuant to Section 8 of these Terms shall also be observed in such cases.

8. Network and Multi-User Restrictions

8.1 Server License Requirement

The use of the provided Software within a network or other multi-station computer system is only permitted if the User has acquired a server license.

8.2 Concurrent User Limits

The number of users who may simultaneously use the Software within the network or other multi-station computer system shall depend on the type of server license which the User has acquired.

Multi-user and volume licensing details are governed by [EULA Section 2.2](#).

9. Decompilation Rights

The right to decompile the Software is granted only under the conditions of § 69e(1) Nos. 1-3 UrhG (German Copyright Act) and within the scope of § 69e(2) Nos. 1-3 UrhG.

Prior to decompilation, the User shall first request the necessary information from BATALYSE at support@batalyse.com.

Reverse engineering and technical restrictions are further governed by [EULA Section 2.7](#).

10. Marketing and Branding Rights

10.1 BATALYSE Use of User's Trademarks

BATALYSE is entitled to use the contractual relationship with the User for its own marketing activities using the trademarks and/or logo and/or name of the User, subject to the User's prior written consent (which may be linked to special conditions for the purchase of BATALYSE's software).

10.2 User Use of BATALYSE Trademarks

Upon BATALYSE's prior written consent, the User shall be entitled to use BATALYSE's name and logo for advertising purposes.

10.3 Reference Customer and Case Studies

Reference Use: With the Customer's prior written consent, Batalyse may:

- List the Customer's name and logo on the Batalyse website as a customer
- Include the Customer in customer lists, presentations, and marketing materials
- State that the Customer uses Batalyse Software (without disclosing details of usage or implementation)

Case Studies and Testimonials: Batalyse may request permission to:

- Publish case studies describing how the Customer uses the Software
- Quote Customer testimonials in marketing materials
- Feature the Customer in presentations, webinars, or conferences

Such case studies and testimonials require separate written consent from the Customer for each specific use. The Customer has the right to review and approve content before publication.

Withdrawal of Consent: The Customer may withdraw consent for reference use at any time by providing written notice to support@batalyse.com. Batalyse will remove the Customer's name and logo from its website and marketing materials within 30 days.

10.4 Publicity and Press Releases

Neither party shall issue press releases or public announcements regarding this Agreement or the business relationship between the parties without the other party's prior written consent.

Exceptions:

- Batalyse may list the Customer as a customer (see Section 10.3) with consent
- Either party may disclose the existence of the relationship if required by law or regulatory authorities
- Either party may make factual statements about the Agreement in legal proceedings or regulatory filings

Joint Announcements: The parties may agree to issue joint press releases or announcements. Any such announcement requires mutual written approval of the content before publication.

11. Warranty and Defect Remediation

11.1 Warranty Governed by EULA

The warranty for the Software, including what constitutes a defect, warranty period, warranty remedies, and warranty exclusions, is governed by [EULA Section 7](#).

Warranty coverage applies throughout the entire duration of the active license period (for time-limited licenses) or during any active maintenance agreement (for perpetual licenses) as specified in [EULA Section 7.3](#).

11.2 Defect Reporting Obligation

The User commits to report defects immediately to support@batalyse.com. If a problem cannot be resolved immediately by telephone and/or remote maintenance, the User must provide:

- Detailed error description in text form
- Suitable documents, log files, and diagnostic information
- Information necessary for BATALYSE to analyze and eliminate the defect

The User acknowledges that delays in reporting defects will increase the effort required to eliminate the defect and may affect warranty coverage as specified in [EULA Section 7.5](#).

11.3 Remote Maintenance Access

For error checking and correction, the User may grant BATALYSE remote access to the Software as described in [EULA Section 5.2.5](#). All remote access is user-initiated, user-supervised, and requires explicit User consent for each session.

The User shall establish the necessary connections according to the instructions of BATALYSE.

11.4 No License Fee Reduction by Deduction

The User may not enforce a reduction of license fees by deduction from agreed payments. Claims for unjust enrichment or damages remain unaffected.

11.5 Termination for Non-Use

The User's right to terminate the license due to failure of use under § 543(2) sentence 1 No. 1 BGB is excluded unless remedy or replacement delivery has failed as defined in [EULA Section 7.4](#).

12. Liability

12.1 Liability Governed by EULA

BATALYSE's liability, including liability limitations, damage caps, and exclusions, is governed by [EULA Section 8](#). The following provisions supplement the EULA's liability terms:

12.2 Liability for Intent and Gross Negligence

BATALYSE is liable for damages caused intentionally or by gross negligence. This does not apply if essential contractual obligations are violated by BATALYSE through simple negligence, in which case Section 12.3 applies.

Essential contractual obligations are those whose fulfillment enables the proper execution of the contract and on whose compliance the User regularly relies and may rely, as defined in [EULA Section 8.3](#).

12.3 Liability for Simple Negligence - Damage Cap

In case of simple negligence (einfache Fahrlässigkeit), BATALYSE shall only be liable for breach of essential contractual obligations as defined in [EULA Section 8.3](#).

In such cases, liability is limited to the foreseeable damage typical for the contract, not to exceed the total amount of license fees actually paid by the User to BATALYSE for the specific Software license under which the claim arises, as specified in [EULA Section 8.3](#).

12.4 Exclusion of Liability for Indirect Damages

Except as provided in Section 12.5, BATALYSE is not liable for:

- Indirect damages or consequential harm caused by a defect
- Unforeseeable damages or atypical damages
- Loss of profit, revenue, or business opportunities

Complete exclusions are listed in [EULA Section 8.5](#).

12.5 Unlimited Liability

Sections 12.2, 12.3, and 12.4 do not apply to liability cases specified in [EULA Section 8.2](#), including:

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

12.6 Application to Representatives and Agents

The liability limitations in Sections 12.1-12.4 also apply in favor of BATALYSE's legal representatives and vicarious agents when claims are asserted directly against them.

12.7 Exclusion of Strict Liability for Initial Defects

The strict liability of BATALYSE for defects already existing at the time of conclusion of the contract according to § 536a(1) BGB is expressly excluded to the extent permitted by law.

13. Statute of Limitations

13.1 General Limitation Period

User claims become statute-barred within twelve (12) months from when the User becomes aware or should have become aware of the circumstances giving rise to the claim, except where longer statutory limitation periods are mandatory under § 438(1) No. 2 BGB, § 634a(1) No. 2 BGB, or other applicable law.

This limitation period applies to defect claims during the warranty period defined in [EULA Section 7.3](#). Claims must be brought within 12 months of discovery, even if the warranty period itself is longer (i.e., the duration of the active license).

13.2 Exceptions to Limitation Period

Section 13.1 does not apply to:

- Claims for damages due to injury to life, body, or health
- Claims for damages due to gross negligence or intentional conduct by BATALYSE
- Claims based on statutory strict liability (Product Liability Act, statutory warranty liability)
- Claims governed by mandatory longer limitation periods under applicable law

For these exceptions, statutory limitation periods apply as specified in [EULA Section 8.8](#).

14. Confidentiality and Protection Obligations

14.1 Unauthorized Access Prevention

The User is obliged to prevent unauthorized access by third parties to the Software, tutorials, and documentation by taking appropriate precautions.

Passing on passwords to third parties for the use of the Software, documentation, tutorial videos, or for viewing or editing source code is prohibited. Backup copies shall be kept in a place secured against unauthorized access by third parties.

Intellectual property and confidentiality obligations are governed by [EULA Section 6](#).

14.2 Employee Instructions

The User shall expressly instruct its employees to comply with these contractual Terms and Conditions and copyright law. In particular, the User shall request its employees not to make any unauthorized copies of user manuals and tutorials.

14.3 Cooperation in Infringement Cases

If an employee of the User infringes the copyright of BATALYSE, the User is obliged to cooperate to the best of its ability in the clarification of the copyright infringement, in particular to inform BATALYSE immediately at support@batalyse.com about the respective infringing acts.

15. Post-Termination Obligations

15.1 Deletion Obligation

Upon termination or expiration of the contractual relationship, the User is obligated to permanently delete:

- User manuals and tutorial/training/service videos
- Access credentials for the Batalyse website
- Any unauthorized copies of the Software

Complete termination provisions are governed by [EULA Section 9](#).

15.2 Software-Specific Post-Termination Behavior

15.2.1 Data Analysis Module

The Data Analysis module ceases to function upon license expiration or when an optional evaluation limit is reached. The User may delete the Software, but is not required to do so, as the Software is rendered non-functional through license validation mechanisms.

15.2.2 Collect and Mind Modules - Automatic Read-Only Mode

The Collect and Mind software modules automatically transition to read-only mode upon license expiration, allowing Users to retain access to their historical data.

Read-only mode permits:

- Viewing and searching existing data
- Generating reports and exports
- Accessing data visualization features

Read-only mode prohibits:

- Creating, modifying, or deleting data
- Uploading new files or creating new records

The User is solely responsible for maintaining the infrastructure required to run the Software in read-only mode. No updates, maintenance, or support are provided for expired licenses.

15.3 Prohibition on Circumvention

Any attempt to circumvent license validation mechanisms or bypass read-only restrictions constitutes a material breach and copyright infringement. Use restrictions are governed by [EULA Section 2.7](#).

16. Subcontracting and Assignment

16.1 BATALYSE Right to Subcontract

BATALYSE is entitled to provide the contractually owed services through third parties, in particular through affiliated companies.

16.2 User Assignment Restrictions

Except in the area of § 354a HGB (German Commercial Code), the User may only assign claims from this contract with the prior written consent of BATALYSE.

Exceptions for Corporate Restructuring: The User may assign or transfer this Agreement without Batalyse's consent in the following cases:

- Merger, acquisition, or consolidation where the User is acquired by or merges with another entity
- Sale of all or substantially all of the User's assets
- Internal corporate restructuring, spin-off, or divestiture to an affiliate

Conditions for Exception: Such assignment or transfer is permitted only if:

- The assignee agrees in writing to be bound by all terms of this Agreement

- The User provides written notice to Batalyse at support@batalyse.com within 30 days of the transaction
- The assignee is not subject to sanctions or export restrictions
- The assignment does not violate export control laws (Terms Section 20)

Batalyse Assignment Rights: Batalyse may freely assign or transfer this Agreement to:

- Any affiliate or subsidiary of Batalyse
- Any successor entity in a merger, acquisition, or asset sale
- Any third party upon 30 days' written notice to the User

16.3 Set-Off and Retention Rights

The User is prohibited from offsetting its own claims against BATALYSE unless these claims are undisputed or have been legally established.

The User can only exercise a right of retention if its counterclaim is based on the same contractual relationship and the counterclaim is undisputed or has been legally established.

17. Deadlines and Delivery Times

Deadlines and delivery times are only considered fixed and binding for BATALYSE if they have been agreed as fixed in writing. Otherwise, deadlines and delivery times are merely non-binding guidelines for BATALYSE.

18. Confidentiality and Data Processing

18.1 Trade Secrets

The contracting parties undertake to treat all trade secrets of the other contracting party that become known to them during the performance of the contract as confidential.

18.2 Personal Data Processing

The processing of personal data by BATALYSE is governed by the [Privacy Policy](#), which forms an integral part of these Terms.

In the event of any conflict between these Terms and the Privacy Policy regarding personal data, the Privacy Policy shall prevail, to the extent permitted by applicable law.

Data handling, telemetry, and user content processing are governed by [EULA Section 5](#).

19. Force Majeure

19.1 General Force Majeure Events

Neither party shall be liable to the other for any failure or delay in performance under this Agreement if such failure or delay is due to causes beyond the party's reasonable control, including but not limited to: fire, flood, earthquake, pandemic or epidemic, governmental acts, war, terrorism, civil unrest, insurrection, nationalization, requisition, act of God, or other similar events.

Post-termination obligations that survive force majeure events are set forth in [EULA Section 9.4](#).

19.2 Technology-Specific Events

Force majeure shall also include:

- Cyberattacks, data breaches, or other security incidents beyond the party's reasonable control
- Internet service provider failures or widespread network outages
- Cloud provider outages or interruptions
- Hardware or critical infrastructure failures beyond reasonable control
- New governmental regulation or restriction materially preventing software operations

19.3 Notice, Mitigation, and Resumption

The affected party shall:

- Promptly notify the other party in writing of the occurrence of the event
- Use reasonable efforts to mitigate the impact and resume performance as soon as reasonably possible
- Keep the other party apprised of progress and expected restoration timeframes

19.4 Termination Option

If a force majeure event continues for more than ninety (90) days, either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

20. Export Compliance

20.1 General Export Compliance Obligations

The Customer acknowledges that the software, services, and related technical information provided by BATALYSE may be subject to export control laws and regulations of Germany, the European Union, the United States, and other applicable jurisdictions.

Customer agrees to comply with all applicable export and re-export laws and regulations and not to:

- Export, re-export, or transfer the software, services, or technical information in violation of applicable laws
- Use the software for prohibited purposes, including but not limited to military applications, nuclear, chemical, or biological weapons, or other purposes restricted by applicable law
- Allow access to or use of the software by any person or entity subject to economic sanctions or embargoes imposed by Germany, the EU, the US, or other applicable authorities

Complete export compliance requirements are set forth in [EULA Section 2.7](#) (Use Restrictions).

20.2 U.S. Export Control Laws

The Customer further acknowledges that the software and related technology may be subject to the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), and other applicable U.S. laws and sanctions administered by the U.S. Department of Commerce, U.S. Department of State, or U.S. Department of Treasury.

Accordingly, Customer agrees:

- Not to export, re-export, or transfer the software or technical information in violation of U.S. export or sanctions laws

- Not to provide access to the software or technical information to any U.S.-restricted parties, including parties listed on the U.S. Treasury Department's OFAC list or other prohibited persons
- To comply with all U.S. recordkeeping, reporting, and licensing obligations applicable to the software

20.3 EU and German Export Control Laws

The Software and related technical data may be subject to:

- Council Regulation (EU) No. 428/2009 concerning dual-use items
- German Foreign Trade and Payments Act (Außenwirtschaftsgesetz - AWG)
- German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung - AWV)

Customer agrees not to:

- Export or re-export the Software to destinations subject to EU sanctions or embargoes (including but not limited to: Russia, Belarus, North Korea, Iran, Syria, Cuba, Venezuela)
- Provide access to individuals or entities listed on:
 - EU Consolidated Financial Sanctions List
 - UN Sanctions Lists
 - German national sanctions lists
- Use the Software in connection with the development, production, or use of weapons of mass destruction or military applications without proper authorization

Customer must comply with all applicable EU and German export control regulations and obtain necessary export licenses where required.

20.4 Indemnification for Export Violations

Customer agrees to indemnify and hold BATALYSE harmless from any liability, claims, fines, or penalties resulting from Customer's violation of applicable export control laws or regulations.

20.5 Customer Representations

The Customer represents and warrants that it:

- Is not located in, under the control of, or a national or resident of any country subject to embargoes or sanctions
- Is not listed on any denied or restricted parties lists (including those issued by the U.S. Department of Commerce, U.S. Department of Treasury, or EU authorities)
- Shall not export, re-export, or transfer the Software in violation of applicable export control laws
- Shall notify BATALYSE immediately at support@batalyse.com if it becomes subject to sanctions, export restrictions, or inclusion on a restricted parties list

21. Accessibility Commitment

21.1 Accessibility Standards

BATALYSE is committed to providing a digital experience accessible to users with disabilities. We will use commercially reasonable efforts to ensure compliance with recognized accessibility standards and to provide accommodations.

Our goal is that our Software (web interfaces, documentation, output) conforms to WCAG 2.1 Level AA (or other relevant standards as updated).

21.2 Accessibility Features

We endeavor to include features such as:

- Screen reader compatibility
- Adequate color contrast (e.g., minimum 4.5:1 for normal text, 3:1 for large text)
- Resizable text (up to 200%) without loss of functionality
- Descriptive form labels, alt text for images, meaningful link text
- Accessible error messages, focus indication, etc.

21.3 Accessibility Feedback

If you encounter accessibility barriers or wish to provide feedback regarding accessibility, you may contact us at support@batalyse.com.

While BATALYSE will review all submissions and may take measures to improve accessibility where feasible, we do not guarantee any changes or fixes within a specific timeframe.

22. Governing Law and Jurisdiction

22.1 Written Form Requirement

All agreements that involve a change, addition, or specification of these contractual conditions must be recorded in writing. The written form also applies to the abolition of this written form requirement.

22.2 Governing Law

For the contractual relationship, the law of the Federal Republic of Germany applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

For Customers domiciled in the United States, disputes may alternatively be brought before the federal or state courts in the Customer's state of residence, to the extent this is required by mandatory U.S. consumer protection or jurisdictional laws. Nothing in these Terms shall be construed to waive any non-waivable rights under applicable U.S. law.

22.3 Jurisdiction

If the User is a merchant, legal entity under public law, or special fund under public law within the meaning of § 38 ZPO (German Code of Civil Procedure), or if the User relocates its place of residence, habitual abode, or registered office abroad after conclusion of the contract or if this is not known, the exclusive place of jurisdiction is Karlsruhe, Germany.

The courts in Karlsruhe are also responsible if the User has no general place of jurisdiction in Germany.

22.4 Severability

The invalidity or ineffectiveness of individual provisions of these Terms and Conditions does not affect the validity of the remaining provisions.

22.5 Language Precedence

In case of conflicts between language versions, the German language version shall prevail. The English version is provided for convenience only.

23. Notices and Communications

23.1 Written Notice Requirements

All notices, requests, consents, claims, demands, waivers, inquiries, or other communications under these Terms, including those relating to service, support, privacy, or accessibility, must be made in writing and sent to BATALYSE at support@batalyse.com or to the postal address specified in the imprint.

23.2 Receipt of Notices

Notices are deemed received:

- When delivered by hand with confirmation
 - When sent by email with confirmation of receipt
 - Three (3) business days after being sent by registered mail with return receipt requested
-

24. Anti-Corruption and Anti-Bribery

Both parties agree to comply with all applicable anti-corruption and anti-bribery laws, including but not limited to:

- The German Criminal Code (Strafgesetzbuch - StGB) Sections 299-302, 331-337 (corruption offenses)
- The U.S. Foreign Corrupt Practices Act (FCPA)
- The UK Bribery Act 2010
- OECD Convention on Combating Bribery of Foreign Public Officials

Prohibited Conduct: Neither party shall, directly or indirectly:

- Offer, promise, give, or authorize any payment, gift, or anything of value to any government official or any person for the purpose of obtaining or retaining business or securing an improper advantage
- Engage in any form of bribery, kickbacks, or corrupt practices

Customer Representations: The Customer represents and warrants that:

- It has not and will not use any funds derived from illegal activities to pay license fees
- It is not aware of any violations of anti-corruption laws in connection with this Agreement
- It will not cause Batalyse to be in violation of any anti-corruption laws

Breach and Termination: Batalyse may immediately terminate this Agreement if it becomes aware of any actual or suspected violation of anti-corruption laws by the Customer.

25. Contact Information

Batalyse GmbH

Sattlerstr. 5

75045 Walzbachtal, Germany

Support: support@batalyse.com

Data Protection Officer: eran@batalyse.com

Phone: +49 (176) 789 814 63

Website: www.batalyse.com

Related Documents

- **EULA (End User License Agreement):** www.batalyse.com/eula
- **Privacy Policy:** www.batalyse.com/datenschutz
- **Data Processing Agreement (DPA):** Available upon request at support@batalyse.com

END OF TERMS AND CONDITIONS