

In the event of breach of any of the contractual obligations set out below, the customer shall be liable to pay a contractual penalty in the amount of at least five times the licence fee specified in the current price list of the relevant programme.

Real or legal persons who keep and use unauthorised copies of MKA Software's software for commercial purposes shall be liable to pay a contractual penalty amounting to twice the sum of all list prices of the software in question.

1-Software Service Agreement (SSA)

The Licensee may enter into a Software Service Agreement (SSA) for the purchased software. The SSA must always be made for the entire purchased programmes. In connection with an SSA, all updates are provided free of charge. More information about the SSA can be found in the section entitled 'Software Service Agreement'.

Translated with DeepL.com (free version)

2-Update of Existing Programs

For customers who have not yet concluded an SSA, new program versions will be made available via an update as part of a purchase contract. The price of the update will depend on the change in the program's performance.

3. Validity and Conclusion of Contracts

To order our contractual services, kindly accept our written offer by signing it or place a written order with us. Any annexes that extend beyond the original scope of the contract will only become part of the agreement if they are specifically referenced in the MKA offer or order confirmation.

Please be advised that the General Terms and Conditions of MKA Software , as well as the Licence Agreement, shall apply. In the event that a service contract is concluded, the Software Service Agreement of MKA Software shall apply. Furthermore, the following regulations shall apply to third-party software sold by MKA Software , unless otherwise regulated in these General Terms and Conditions or the offer from MKA Software .

4-Prices and Terms of Payment

All prices are exclusive of the statutory value added tax (VAT). Please note that the prices are due for payment immediately after delivery of the products and receipt of the invoice. Payment is to be made without any deductions.

Any differing payment conditions will only apply if they are expressly referred to in the MKA offer or a MKA order confirmation.

5-Scope of Delivery

We will deliver the software specified in the purchase contract to the customer.

Any support and maintenance services are subject to a separate agreement and additional remuneration of MKA Software , unless otherwise regulated in these General Terms and Conditions or the offer from MKA Software .

The product description is the determining factor in the functionality of the contract software. MKA Software is not responsible for any condition of the software that goes beyond this. In particular, the customer cannot derive such an obligation from other oral or written representations and presentations of the MKA software or from sales discussions with MKA, unless MKA has expressly confirmed the additional properties in writing. Guarantees require the express and written confirmation of the MKA management.

6-Warranty

In the event of a transfer of risk, it is warranted that the software does not have any defects which nullify or significantly reduce its value or its suitability for the contractually stipulated use of the software under the contract.

The warranty period for software is six months. The warranty period commences upon delivery of the software. During this period, we will provide diagnosis and correction of any defects. However, the customer is required to notify any detected defects immediately in writing. Furthermore, the customer will accept repeated correction of defects by MKA Software prior to asserting any claims for reduction in price, rescission or compensation of damages.

Please note that MKA software and software from third-party providers may be based in part on data or files from third parties. MKA does not assume liability for the accuracy, completeness, or timeliness of the aforementioned data and files. This also applies to the availability and update date.

7-Title Retention

The ownership of the software and the data carrier will not pass to the customer until the remuneration owed has been paid in full. In the event that the customer maintains a continuous business relationship with MKA Software , the obligation to fully pay the remuneration owed is replaced by the obligation to pay all amounts due to MKA Software .

In the event of a delay in payment or other significant breaches of contract by the customer, MKA Software is entitled to demand the return of the software under reservation of title, even if MKA Software does not resign from the contract.

8-Customer Information

MKA Software fulfils its information and warning obligations through publications on the Internet at www.MKA.eu and via customer information usually sent electronically to customers. MKA Software shall not be liable for any damages that could have been avoided if the customer had taken notice of the relevant information in a timely manner. Please note that the regulations concerning liability remain unaffected.

9-Liability

Our liability to the customer is limited to cases of intent and gross negligence, the failure to meet warranted properties and the breach of significant contractual obligations by MKA Software . Furthermore, we are liable in accordance with the Product Liability Act. Please note that all other cases are excluded.

10-Miscellaneous

Please note that the Customer's General Terms and Conditions will not form part of the contract. The place of jurisdiction is Stuttgart, Germany.

11-Licence Conditions

Upon receipt of the agreed licence fee, the customer (licensee) will be granted a non-exclusive right to use the software products of MKA Software (licensor) for the intended purpose and in accordance with the scope set out below. Any rights not included in the aforementioned terms remain the property of the licensor. Please note that the source code of the MKA software and the source code of third-party software are not included in the contract.

MKA reserves the right to verify the use of the MKA Software by requesting a written self-disclosure from the Customer on an annual basis. MKA may also conduct remote surveys for verification purposes in the event that a self-disclosure was declined or no meaningful results were transmitted to MKA, and objective indications of a violation of rights by the customer exist.

Should it become evident from the self-disclosure or otherwise that the Customer is utilising the MKA software in a manner that exceeds the terms of the contract, a contract must be concluded with MKA for the purchase of additional licences. MKA reserves the right to refuse agreed discounts that exceed the contractually agreed volume discounts in this case.

12-Terms of Use of On-Premise Software

A single-user licence allows the customer to use the software of MKA Software on a single workstation at a time at any location within the country for which the licence was purchased, provided that it is used by the same natural person or legal entity.

An installation on multiple workstations is generally permitted. However, additional licences are required for simultaneous use of the software on different workstations.

The single-user licence can be moved between locations. Please contact us for the prices of our multi-user licences, which are specified in our current price list.

13-Terms of Use of the Software with Additional Stipulations Concerning the Agreement Type Subscription

Please be aware that if you have entered into a subscription agreement, the maintenance of the software is included in the scope of services offered and can only be terminated in combination with the subscription agreement. Furthermore, a temporary right of use for a single user exists only in connection with the current version of the subscribed MKA software.

Unless otherwise stated in the offer of MKA Software , each subscription agreement has a minimum term of twelve (12) months from the conclusion of the agreement (“minimum term”). After expiry of this period, both the subscription agreement and the included Software Service Agreement are automatically extended by a further year.

Software subscription agreements may be terminated in writing with three months’ notice to the end of the renewal period, but for the first time at the end of the minimum term of the agreement. This does not affect special termination rights or terminations for good cause. If the subscription agreement is concluded on a monthly basis, it can be terminated at monthly intervals.

Transfer of the Software The current licensee must ensure that they hand over all program copies to the future licensee and delete them from their mass storage media. Upon transfer of the software, the customer’s right of use will terminate.

14-Transfer of the Software

Prior to transferring the software, the Customer must apply in writing for approval by MKA Software . The transfer of the software is subject to the payment of a fee. Individual licences cannot be transferred. All licences acquired by the Customer may only be transferred as a whole. The current Licensee must ensure that he/she hands over all program copies to the future Licensee and deletes them from his/her mass storage media. Upon transfer of the software, the Customer’s right of use will be terminated.

15-Reproduction of the Software

The reproduction of the software is permitted for the purpose of data backup, provided that the Licensee takes all necessary measures to prevent unauthorised reproduction and transfer of the software to third parties.

16-Copyright

In accordance with the German Copyright Act, the Customer is prohibited from editing, reverse engineering or extracting parts of the software. Furthermore, the Customer may not use this software as a basis for the development of other software unless this was agreed in a separate contract with the Licensor. Additionally, the Customer is not permitted to remove any brand names, trademarks, copyright notes or other notes and measures protecting the program.

17-Contractual Penalty

In the event of a breach of any of the aforementioned contractual obligations, the customer shall be liable to pay a contractual penalty of at least five times the licence fee for the relevant programme as set out in the current price list.

Natural persons or legal entities who possess and use unauthorised copies of the software of MKA Software for commercial purposes will be required to pay a contractual penalty that is twice as high as the sum of all list prices for the software in question.

18-Software Service Agreement (SSA)

The Licensee may conclude a Software Service Agreement (SSA) for the purchased software. The SSA must always be concluded for the totality of purchased programs. In connection with an SSA, all updates are provided free of charge. Further information on the SSA can be found in the section entitled "Software Service Agreement".

19-Update of Existing Programs

Customers who have not concluded an SSA will receive new program versions in the framework of a purchase contract via an update. The price of the update depends on the change in the program's performance.

20-Service & Support

The service hotline is free of charge for customers who have concluded an SSA. Customers without an SSA have the right to use our hotline free of charge for the purchased licences during three months after the purchase of a new programme. The purchase of an update does not entitle the customer to acquire support free of charge. Support from the Customer Success Team is also included in the subscription model for the duration of the subscription.

Please refer to the MKA website (www.mkayazilim.com) for the telephone numbers and availability times of the MKA service team.

Software Service Agreement of MKA Software**21-Subject Matter**

The Software Service Agreement (SSA) covers the maintenance of the current program versions. Maintenance of the software in the sense of the SSA includes the following:

Adjustment to technical modifications of the operating systems

Adjustment to modifications of the currently applicable calculation methods

Functional extensions of the programs The Customer is not entitled to modifications to former program versions.

22-Services

The Software Service Agreement (SSA) provides the following services:

Automatic updates of all programs used under the licence. The number, time of availability and content of the updates are at the sole discretion of MKA Software .

A free service hotline for telephone enquiries, enquiries via email and direct web enquiries via the program. The available support refers to software problems arising during the use of the programs.

Please note that any further consultation services concerning the solution of structural problems with the program or general IT problems are not defined as support and are not included in the SSA. MKA distribution partners provide first-level support of their customers. Requests with a higher level of difficulty are forwarded by the partner to MKA support. Direct customer contact remains with the partner.

Access to the MKA Service and FAQ section, as well as knowledge databases (e.g. Support Bot), with the option of obtaining the latest program versions via the Internet.

Additional purchases of programs to expand the portfolio according to the price list (upon request).

23-Execution of the Agreement

Execution of the Agreement

Please be aware that if new program versions require an adjustment of the Licensee's hardware or operating system, it is the Licensee's responsibility to ensure these measures are taken prior to the installation of the update. Furthermore, the Licensee is not entitled to receive maintenance of their version of the program used in combination with a special operating system.

24-Discontinuation of Programs

In the event that individual programs are removed from the portfolio of MKA Software or the software maintenance scope, the Licensee will not be entitled to replacement. The SSA service fee may be reassessed if a program is eliminated.

25-Remuneration

The service fee for the totality of the software MKA Software used by the Licensee is invoiced as an annual amount. The calculation of the service fee is based on the prices defined in the currently valid price list (upon request). The regulations concerning multi-user access are stipulated in the price list. The service fee is payable once per year or every six months after the conclusion of the agreement.

MKA reserves the right to adapt the range of services included in the maintenance plan in line with future developments of the MKA Software and technological advances. Should the customer not exercise their legally-protected right to terminate the agreement, the maintenance plan will be amended to reflect the updated range of services. This also applies to any changes to the General Terms and Conditions, provided that the rental agreement remains in force and the changes are reasonable for the customer.

MKA may adjust the remuneration at most within the framework of the published consumer price index (inflation rate). The index of the average gross monthly earnings of full-time employees in Germany for the economic sector of the provision of information technology services (currently published in quarterly figures by the Federal Statistical Office in Fachserie 16, Reihe 2.4, Gruppe J 62) is to be used as the basis for determining the scope of change. In the event that the aforementioned index is no longer published, the index published by the German Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the aforementioned industry shall be used to determine the scope of the change.

In the event that this is the first compensation adjustment, the index development between the index level published at the time of the conclusion of the agreement and the index level last published at the time of the adjustment declaration shall be decisive for the change framework. In the case of a compensation adjustment that has already taken place previously, the change framework shall be defined by the index development between the index level last published at the time of the previous adjustment declaration and the index level last published at the time of the new adjustment declaration.

In the event of an adjustment to the previous remuneration of 10% or more, the customer shall have the right to terminate the agreement at the end of the contract term within four (4) weeks of receipt of the adjustment declaration (special right of termination).

26-Warranty

The terms of warranty stipulated in the Terms and Conditions of Business apply to the software. Maintenance and support are to be considered as services rendered on the basis of this agreement. MKA Software does not guarantee the successful solution of any problem due to advice given or other services rendered by its service team to the Customer.

27-Term of a Software Service Agreement

The duration of the agreement is unlimited. Either party may terminate the agreement with three months' notice for the first time at the end of a minimum term specified in the agreement.

After the minimum contract term has elapsed, the agreement is automatically extended by another year. It may then be terminated by either party with a notice period of three months to the expected new term of the agreement. If the Customer is significantly in default of payment, MKA Software may terminate the Software Service Agreement.

Please note that any notice of termination must be transmitted in writing to the other party.

28-Final provisions

Please be aware that the general terms and conditions of MKA Software apply.

In the event of any dispute, German law will apply exclusively to all contractual and non-contractual claims, without the UN Convention on Contracts for the International Sale of Goods. The conflict of laws rules will not apply. The exclusive place of jurisdiction for all disputes arising from and in connection with the contract is the headquarters of MKA Software. This jurisdiction agreement also applies to international customers.

Any changes or additions to the contract, as well as all contract-relevant declarations of intent and declarations regarding the exercise of design rights, in particular terminations, reminders or setting deadlines, must be in writing. This also applies to a waiver of the written form requirement. The written form requirement can also be met through correspondence or (apart from terminations) through electronically transmitted signatures (fax, transmission of scanned signatures via email, digital signatures or other agreed electronic contract conclusion procedures). However, please note that Sections 127 Paragraphs 2 and 3 of the German Civil Code (BGB) do not apply.

Please also be aware that conditions of the customer that conflict with or supplement the contract – in particular general terms and conditions – do not become part of the contract, even if MKA carries out a contract without expressly contradicting such conditions. Unless otherwise agreed, the General Terms and Conditions of MKA Software and the obligation to pay in accordance with the currently valid MKA price and conditions list (upon request) shall apply to these services.