

UML Lab

End User License Agreement (EULA) for Subscription

Important Notice

This End User License Agreement ("**EULA**") is a legal agreement between you (either in your individual capacity, or on behalf of an entity) ("**You**" or "**Licensee**") and Yatta Solutions GmbH (the "**Licensor**" or "**Yatta**").

The purpose of this EULA is to govern Your subscription and use of Licensor's UML Lab (the "**Solution**") made available through the Yatta Marketplace subject to the conditions set forth herein.

Your license and use for the Solution are subject to Your prior acceptance of this EULA.

1. Selected Definitions

"Account"	The user account at the Yatta Platform necessary for the purchase via the Yatta Marketplace and use the Solution; for details please see: https://www.yatta.de/signup
"Confidential Information"	All information, in whatever form, that either Licensor or You disclose or make accessible to the other one but only to the extent a reasonable person would consider such information as confidential regardless of whether or not such information is marked as confidential
"Consumer"	A Licensee who is a natural person and who licensed the Solution for a purpose which can be regarded as being outside his/her trade or profession
"Documentation"	The user documentation on how to install and use the Solution
"EULA"	Defined in the "Important Notice" section of this EULA
"Free Version"	A version of the Solution that is provided to You for free, including open-source and trial versions
"License Confirmation"	The legally binding declaration of acceptance of this EULA by the Licensor included in the invoice; documents the essential license contents, such as the Solution, Your selected License Model, License Term, and License Fee
"License Fee"	The amount payable by You to the Licensor for the subscription of the Solution; License Fee consist of the net amount and all applicable customs, import, export, and excise duty, VAT as well as other taxes
"License Model"	Any of the license models described in Appendix 1
"License Term"	The duration of the license as set out in the License Confirmation
"Licensee"	Defined in the "Important Notice" section of this EULA
"Licensor"	Defined in the "Important Notice" section of this EULA

"Materials"	Any demo content and templates delivered together with the Solution and as further specified in the Solution Description
"SLA"	The Service Level Agreement set out in Appendix 2
"Solution Description"	The description (including any linked documents) of the Solution within the Yatta Marketplace and/or the Licensor website, as amended from time to time
"Solution"	Defined in the "Important Notice" section of this EULA
"Update"	A new version of the Solution, Documentation or Materials that fixes bugs, glitches, errors or problems and modifies, supplements or replaces the previous version (e.g., security update, service pack) to ensure the usability and/or security of the Solution
"Upgrade"	A new version of the Solution, Documentation or Materials that adds newer, better or additional functions, components or features and replaces the previous version to increase the overall performance of the Solution
"Yatta Marketplace"	A platform offered by Yatta, for the license and purchase of digital products, services, assets and other content as well as the management of Your Subscriptions and as further described under https://www.yatta.de/terms
"Yatta Platform"	A combination of software and infrastructure services to help businesses build, provide and distribute digital products, services, assets and other content to other businesses and end-users

2. EULA Conclusion and Content

2.1 This EULA becomes effective upon successful acceptance of Your order of the Solution via the Yatta Marketplace or otherwise by the respective Licensor (including any scenarios where You are asked to agree to this EULA, e.g., in the context of a download or an installation). Such acceptance is declared in the form of the License Confirmation, which is included in the invoice for the licensed Solution and can be accessed via Your Account. If You have purchased a Solution that is not free of charge, the License Confirmation will also be sent to the email address registered with Your Account.

2.2 This EULA consists of these general terms and conditions (including its attachments) and the License Confirmation. Any other terms and conditions set by a party and included during the ordering process (e.g., via hyperlink or text typed in form fields) shall not apply even if the other party has not objected to such terms and conditions.

3. License

3.1 Grant of License

Subject to Your payment of the License Fees and to the applicable License Model and the restrictions, quantities, conditions, and limitations set out in the License Confirmation, the Licensor grants to You a worldwide, limited, non-exclusive license to download, install, and execute the Solution as identified in the License Confirmation and use the Documentation solely for Your internal business purposes.

3.2 Authorized Copies

3.2.1 You may copy the Solution, Documentation and/or Materials to the extent necessary for the licensed use and for backup purposes.

3.2.2 Each copy of the Solution and Documentation made by You must contain the same copyright and other notices that appear on the original copy.

3.3 Restrictions

3.3.1 Unless otherwise stated in the License Confirmation, You may not:

- (a) assign, transfer, give, distribute, reproduce, transmit, make available (e.g., via a network where it could be used by multiple devices at the same time), sell, lease, rent, sublicense, publicly display or perform, redistribute, or encumber the Solution, Documentation, or Materials by any means, to any party;
- (b) use the Solution, Documentation or Materials, in whole or in part, to create a competitive offering (including any training services);
- (c) modify, adapt, translate, update, improve, create derivative works of the Solution or Documentation; and
- (d) reverse-engineer, decompile, disassemble, decrypt, port, emulate the functionality, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the Solution or any Confidential Information or trade secret.

3.3.2 The foregoing restrictions shall not apply to the extent prohibited by applicable laws or to the extent as may be permitted by the licensing terms governing the use of any open-source components included with the Solution.

3.4 Third-Party Licenses; Open-Source Licenses

Your use of the Solution may be governed by additional third-party license terms (e.g., open-source licenses) as set out in the Solution Description. In the event of any conflict between those third-party license terms and this EULA, the provisions of this EULA shall prevail.

4. Intellectual Property Rights

4.1 The Solution, its Documentation and Materials are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4.2 Except for the limited license, all ownership, intellectual property rights, and other rights and interests in the Solution, Documentation and Materials shall vest with the Licensor, its affiliates, or its licensors. The source codes of the Solution and any Materials constitute trade secrets and Confidential Information of the Licensor.

4.3 Trademarks contained in the Solution, Documentation and Materials are trademarks or registered trademarks of the Licensor. Third-party trademarks, trade names, product names, and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols, or labels in the Software. This EULA does not authorize You to use the Licensor's or its licensors' names or any of their respective trademarks.

5. Updates and Upgrades

5.1 Upon successful conclusion of this EULA and if compatible with the selected License Model and Solution, the Licensor will during the License Term make the most recent version of the Solution, Documentation and Materials available to download via the Yatta Marketplace, or otherwise (e.g., via the Licensor's website) in the form of an Update or Upgrade. Such Updates/Upgrades shall also be governed by this EULA.

5.2 The Licensor will notify You on the available Updates/Upgrades. You acknowledge and agree that Your decision to not download and install the Update/Upgrades offered to You may significantly impact the usability of the Solution and can lead to defects. Further details may be set out in Licensor's SLA.

6. Customer Support

Unless otherwise agreed, the Licensor shall provide support as described in the Licensor's SLA (see [Appendix 2: Service Level Agreement \(SLA\)](#)).

7. License Fee and Payment

7.1 Unless otherwise stated, the License Fee refers to the entire License Term and is payable by Licensee in advance. Unless otherwise agreed, payments are processed via the Yatta Marketplace by a third-party payment provider.

7.2 In case of an unjustified reversal of the payment by Licensee (e.g., a credit card chargeback), Licensor reserves the right to recover any related costs charged by the payment provider from the Licensee.

7.3 Licensor also reserves the right to adjust the License Fee. Increases of the License Fee shall only apply to the License Fee for the upcoming renewed License Term. In such case, the Licensor may terminate this EULA with effect from the end of the then-current License Term pursuant to section 11.1.

8. Warranty

8.1 Limited Warranty

Unless otherwise agreed, Licensor warrants to You that the Solution, Documentation and Materials:

- (a) meet the specifications set out in the Solution Description;
- (b) will be free of all known viruses at the time of delivery to You; and
- (c) will be free from material defects and defects of title.

8.2 Warranty Rights for Material Defects

8.2.1 In case of material defects, the Licensor shall remedy defects free of charge within reasonable time, at the Licensor's option, by:

- (a) rectifying the defect in the current version of the Solution;
- (b) delivering a more recent version of the Solution in the form of an Update or Upgrade, provided that this is reasonable for You;

- (c) provision of instructions on how to remedy the defect in text form, via telephone or remote desktop access, provided that Your implementation of such instructions is reasonable for You; or
- (d) provision of a workaround if it does not considerably impair the use of the Solution for the contractually envisaged purpose and the workaround is reasonable for You.

In the event of a workaround, the Licensor will completely rectify the defect within the scope of the next regular update cycle.

8.2.2 If and to the extent that remedy of the defect pursuant to section 9.2.1 has failed, You may at Your option:

- (a) demand a reduction of the remuneration; or
- (b) in case the defect is significant, terminate this EULA for important cause and assert a claim for compensation of damages or fruitless expenditures within the limits of section 9 and 11 of this EULA.

8.2.3 Your warranty rights under this section 9.2 shall be excluded if the defect results from:

- (a) any change to the Solution not made or approved by the Licensor, except where You can prove that the modification does not cause the defect and does not impair the error analysis and rectification by the Licensor;
- (b) Your failure to provide an installation or operating environment for the Solution according to the system requirements set forth in the Documentation;
- (c) software, hardware, firmware, data, or technology not licensed or approved by the Licensor;
- (d) Your failure to install the most recent Update/Upgrade, provided You have been notified about the availability of the Update/Upgrade by the Licensor and the failure to install the Update/Upgrade is not due to a defective Description; or
- (e) Your failure to comply with the Documentation.

8.3 Warranty Rights for Defects of Title

8.3.1 In case of defects of title, the Licensor shall remedy the defect free of charge within reasonable time, at the Licensor's option, by:

- (a) obtaining for You a non-exclusive license to continue using the Solution;
- (b) replacing the infringing portion of the Solution as far as this is reasonable for You; or
- (c) modifying the infringing portion of the Solution without reasonable degradation in functionality in order to make it non-infringing.

8.3.2 If and to the extent that remedy of the defect pursuant to section 9.3.1 has failed, You may at Your option:

- (a) demand a reduction of the remuneration; or
- (b) in case the defect is significant, terminate this EULA for important cause and assert a claim for compensation of damages or fruitless expenditures within the limits of section 10 of this EULA.

8.3.3 Your warranty rights pursuant to this section 9.3 are excluded if the alleged or actual infringement was caused by:

- (a) the use of an outdated version of the Solution, provided You have been notified about and provided with an Update/Upgrade by the Licensor and the infringement would have been avoided by the installation of such Update/Upgrade;
- (b) the modification of the Solution by any party other than the Licensor;

- (c) the combination or use of the Solution with software, hardware, firmware, data, or technology not licensed or approved by the Licensor; or
- (d) the use of the Solution not in line with this EULA and/or the applicable Documentation.

8.4 General Warranty Provisions

8.4.1 Irrespective of whether a material defect or defect of title already existed at the time of the conclusion of this EULA, the Licensor shall only be liable to the extent that the Licensor is responsible for the circumstances causing the defect. A strict liability for defects at the time of contract conclusion pursuant to section 536a par. 1 var. 1 of the German Civil Code shall be excluded.

8.4.2 You are not authorized to rectify defects by Yourself or have them rectified by any third party (replacement performance). Section 536a par. 2 of the German Civil Code shall not apply.

8.4.3 Remediation of a defect by the Licensor pursuant to sections 9.2.1 and 9.3.1 is considered as failed if:

- (a) the defect has not been remedied after the Licensor has been given the opportunity to effect supplementary performance;
- (b) supplementary performance is impossible due to objective or subjective reasons;
- (c) supplementary performance is unreasonably delayed; or
- (d) the Licensor has seriously and ultimately refused supplementary performance.

8.5 Assertion of Warranty Claims

The timely rectification of material defects and/or defects of title requires that You have (i) adequately documented such defects in a manner comprehensible to the Licensor (e.g., by means of screenshots, error messages, and generated error reports) ("[Bug Report](#)") and (ii) provided such Bug Report to the Licensor in text form (e.g., directly via the error reporting function within the Solution (if available), the support website, support ticket system (if available), or by email) immediately after determination of any such defect.

9. Limitation of Liability

The Licensor's total liability for all claims shall be subject to the limitations set out herein:

9.1 Unlimited Liability. Nothing in this EULA (and in particular in this section 10) shall exclude or limit Licensor's liability for:

- (a) death or personal injury;
- (b) gross negligence or willful misconduct;
- (c) fraud or fraudulent misrepresentation;
- (d) any liability under German Product Liability Law;
- (e) a breach of guarantee assumed by the Licensor; or
- (f) any other liability that cannot be excluded or limited under applicable law.

9.2 Limited Liability. The Licensor shall be liable for a breach of contractual obligations which jeopardize attainment of the contractual purpose ("[Cardinal Obligation](#)") in case of only simple negligence up to the limited extent that is typically contractually foreseeable.

9.3 Exclusion of Liability. In all other cases than those specified in sections 10.1 and 10.2, the Licensor's liability shall be excluded.

9.4 Contributory Negligence. If a damage or loss is caused both by a fault of the Licensor and by Your own fault, Your contributory negligence shall be taken into account.

9.5 Updates. You are responsible for keeping your Solution updated to the most recent version available and provided to You (see section 5). Licensor shall not be liable for the damage or loss resulting from the use of a not up-to-date version of the Solution.

9.6 Data Backup. You are responsible for the regular backup of Your data. In the event of a loss of data based on the fault of the Licensor, the Licensor shall only be liable for costs of restoring data from Your regular backup copies and for the reconstruction of data that would have been lost even if regular backup copies had been made.

9.7 Applicability. The above limitations and exclusions shall apply to all claims for damages, whether based on contract or tort, and to all claims for reimbursement of futile expenses. The above limitations and exclusions shall also apply with regard to the personal liability of the Licensor's employees, representatives, staff, or vicarious agents.

10. Liability for Free Versions

10.1 Free Versions will be made available as is. Subject to section 10.1, the Licensor's liability in connection with Free Versions shall be excluded except for intent or gross negligence.

10.2 A claim for damages arising from a material defect or a defect of title related to a Free Version is only permissible if the Licensor fraudulently conceals such defect.

11. Term and Termination

11.1 Term and Automatic Renewal

11.1.1 This EULA shall enter into effect upon successful completion of Your purchase of the Solution via the Yatta Marketplace and shall have the term You selected during the ordering process and confirmed in the License Confirmation ("[License Term](#)").

11.1.2 Upon expiration of the initial License Term, this EULA shall automatically renew for a further License Term if the Agreement is not terminated by either party at least one (1) day prior to the respective end date via the Yatta Marketplace, or at least fourteen (14) days prior to the respective end date by other means of text form (section 17.12). The revocation of the payment method used for Your payment of the Solution shall be interpreted as a termination notice. The time of receipt of the termination notice pursuant to Central European Time shall be decisive for compliance with the notice periods.

11.2 No ordinary Termination

A right for ordinary termination during the License Term shall be excluded.

11.3 Termination for Cause

Either Party may terminate this EULA for good cause in accordance with the statutory provisions.

11.4 Cessation of Eligibility Requirements

In the event that You no longer fulfill the eligibility requirements of the chosen License Model (e.g., You have purchased an Academic Program License subscription as student but have lost Your student

status in the meantime), this EULA will automatically terminate at the next available renewal date without notice.

11.5 Effect of Termination or Expiration

11.5.1 Upon termination or expiration of this EULA:

- (a) All licenses regarding the Solution, Documentation and Materials will immediately terminate;
- (b) You will immediately cease all use of the Solution, Documentation and Materials;
- (c) You must destroy all copies of the Solution, Documentation, Materials and the Licensor's Confidential Information in Your possession or control; and

11.5.2 Any terms in this EULA which by their nature extend beyond termination or expiration of this EULA will remain in effect until fulfilled.

12. Right of Revocation

12.1 If You are a Consumer, You shall have a right of withdrawal in accordance with the statutory provisions.

12.2 The right of withdrawal shall be governed by the provisions set out in detail in the following "[Withdrawal Policy](#)":

RIGHT OF WITHDRAWAL

You have the right to withdraw from this EULA within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which You or a third party named by You download the Solution from Yatta Marketplace.

In order to exercise Your right of withdrawal, please inform Yatta Solutions GmbH, Universitätsplatz 12, 34127 Kassel, Germany, tel: +49 561 57432770, fax: +49 561 574327788, email: support@yatta.de, by means of a clear declaration (e.g. a letter sent by post, fax, or email) of Your decision to withdraw from this EULA. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory. If You make use of this option, we will send You a confirmation of receipt of such withdrawal without delay (e.g., by email).

To comply with the withdrawal period, it is sufficient that You send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

CONSEQUENCES OF THE WITHDRAWAL

If You withdraw from this EULA, we shall reimburse You all payments we have received from You, including delivery costs (with the exception of additional costs resulting from the fact that You have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of Your withdrawal of this EULA. For this repayment, we will use the

same means of payment that You used for the original transaction, unless expressly agreed otherwise with You; in no case will You be charged any fees because of this repayment.

– End of the Withdrawal Policy –

12.3 If You wish to withdraw from this EULA, please fill out and return this form “[Model Withdrawal Form](#)”:

To Yatta Solutions GmbH, Universitätsplatz 12, 34127 Kassel, Germany,
tel: +49 561 57432770, fax: +49 561 574327788, email: support@yatta.de

I/we* hereby revoke the EULA concluded by me/us* for the purchase of the following Solution.

- ☐ Name of Solution
- ☐ ordered/received* on
- ☐ Name of the consumer(s)
- ☐ Address of the consumer(s)
- ☐ Signature of consumer(s) (only in case of paper communication)
- ☐ Date

* Delete where not applicable.

– End of the Model Withdrawal Form –

13. Technical Measures and Account

13.1 Activation of the Solution and Account

13.1.1 Unless the Solution is also provided by other means than via the Yatta Marketplace (e.g., by the Licensor, trial versions, or specific academic licenses), You must have a valid Account in order to use the Solution.

13.1.2 You have to activate the Solution online. Online activation requires that You are connected to the internet and signed in with Your Account via (i) the Solution or (ii) the Yatta Marketplace installed on Your device.

13.2 License Verification and Suspension

13.2.1 Upon successful activation, the Solution checks periodically online via the internet whether a valid license exists.

13.2.2 If no valid license is available or no internet connection could be established for seven (7) consecutive days (“[Offline Period](#)”), the Solution will be deactivated until a license is successfully verified. Certain solutions may offer an “offline option”, which will extend the Offline Period for up to sixty (60) days. For details, please refer to the corresponding Solution Description.

13.3 License Compliance

The Licensor reserves the right to (i) enforce compliance with the selected License Model by means of appropriate technical measures and (ii) annually request Your confirmation that Your use of the Solution complies with the agreed scope of the license.

14. Collection and Use of Data

During the activation, unlocking, update, and verification of Your license as well as the rectification of defects or provision of technical support with regard to the Solution, the Licensor may collect and use certain data as further described in the Licensor's Privacy Policy accessible at <https://www.yatta.de/privacy/>.

15. Publicity and Marketing

15.1 You hereby consent that the Licensor and Yatta may promote the Solution by naming Your business as a licensee of the Solution (e.g., by issuing press releases or similar communication or displaying corresponding information on the Yatta Platform and/or websites (e.g., in its customer reference listing)).

15.2 For that purpose, You hereby grant to Yatta a non-exclusive, worldwide, and royalty-free license to reproduce, display and use Your business' trademarks, trade dress and logos in any form that is customary for the respective and reasonable type of communication.

15.3 You may withdraw Your consent given under section 16.1 and Your license granted under section 16.2 at any time by submitting a corresponding notice to Yatta.

16. Miscellaneous

16.1 **Entire Agreement.** This EULA including its Annexes and the Purchase Order set forth the entire agreement between the parties with respect to this subject matter and supersede all other related oral and written agreements and communications between the parties.

16.2 **Amendments and Updates of this EULA.** The Licensor may update the terms of this EULA from time to time. In such case, Licensor shall notify You via email sent to the email address registered with Your Account. You have the right to terminate this EULA with effect from the end of the then-current License Term pursuant to section 12.1.

16.3 **Assignment.** Licensee may not assign, transfer, or sublicense any portion of its interests, rights, or obligations under this EULA by written agreement, merger, consolidation, change of control, operation of law, or otherwise, without the prior written consent of the Licensor.

16.4 **Waiver.** Neither party will be deemed to have waived any of its rights under this EULA by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this EULA will constitute a waiver of any prior or subsequent breach of this EULA. An assignment in contravention of this section will be null and void. Except to the extent identified in this subsection, this EULA will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

16.5 **Force Majeure.** Except for payment and confidentiality obligations, or protection of intellectual property, neither party shall be responsible for any delay or failure in performance of this EULA to the extent due to causes beyond its reasonable control.

16.6 **Governing Law.** This EULA is governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This shall apply irrespective of whether You have Your residential or business seat abroad or not. If You are a Consumer, this choice of law shall not, however, have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis according to Art. 6 I of the Regulation (EC) No 593/2008 (Rome I).

16.7 **Jurisdiction.** To the extent, You are residing outside Germany, and You are an entrepreneur, company, private or public corporation, or public authority, or to the extent You are residing in Germany, You are a merchant, a public corporation or an authority under public law, or a special asset under public law (*öffentlich-rechtliches Sondervermögen*), the exclusive venue for any claims under this EULA shall be Licensor's business seat as set out in the License Confirmation. This shall apply irrespective of whether You have Your general jurisdiction inside Germany or not, provided that (i) You have relocated Your residence or habitual abode out of Germany, or (ii) Your residence or habitual abode is not known at the time of institution of legal proceedings. Mandatory regulations of the Council Regulation (EC) on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters shall remain unaffected.

16.8 **Dispute Resolution.** The EU Commission has created an internet platform for online dispute resolution. The platform serves as a point of contact for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. Licensor is neither willing nor obliged to participate in a dispute resolution procedure conducted by a consumer arbitration board.

16.9 **Severability.** Should any provision of this EULA be or become invalid or unenforceable, the validity of the other provisions of this EULA shall not be affected thereby and shall remain in full force and effect. The parties shall replace the invalid or unenforceable provision by a legally valid arrangement which is consistent with the intentions of the parties to the relevant contract or what would have been the intention of the relevant parties if they had recognized the invalidity or unenforceability, as the case may be.

16.10 **Export Control.** The Solution, Documentation and Materials may be subject to export and re-export control laws and regulations. You shall not sell and export such Solution, Documentation and Materials to individuals, organizations, entities or countries to which the sale and export is restricted or prohibited by law (e.g., due to embargoes or sanctions imposed by the European Union, the United Nations, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, or any other public authority).

16.11 **Third-Party Beneficiaries.** You acknowledge and agree that the payment provider used for payment processing is a third-party beneficiary under this EULA and entitled to enforce this EULA against You.

16.12 **Notices.** Any notice under this EULA that must be given in text form is deemed effective when sent:

- (a) by the Licensor to Your Account inbox or Your email address registered with Your Account; or
- (b) by You to the Licensor via the notification feature provided directly in the Solution (if available) or the Yatta Marketplace or to the Licensor's contact specified in the License Confirmation.

Appendix 1

License Models

1. Selected Definitions

"Device"	A physical computer (PC, workstation, mobile device) or a virtual machine.
"Named Device"	A dedicated physical computer (PC, workstation, mobile device) or a virtual machine to which the authorization to use the Solution is permanently assigned.
"Named User"	A dedicated End User to which the authorization to use the Solution is permanently assigned.
"Site"	A self-contained part of a company (e.g., a site, a department, a division, a development team). For companies with (i) a headcount of less than 100 and (ii) only one location, Site shall mean the whole enterprise.
"User" or "End User"	You (if You are a natural person) or any person of Your staff including any of Your freelancers.

2. Named User Model; Single User License

- 2.1 A "[Named User License](#)" permits You to use the Solution for up to the number of Named Users specified in the License Confirmation within a dedicated Site. Unless otherwise agreed, a "[Single User License](#)" is a Named User License for one Named User.
- 2.2 You may install the Solution per Named User on an unlimited, but reasonable number of Devices, provided that (a) these Devices are exclusively dedicated to that Named User and not shared with, or accessed by, any other users and (b) You ensure that a Named User will not use the Solution on multiple devices simultaneously.
- 2.3 Unless otherwise agreed, Named User Licenses are non-transferrable; after initial assignment, You cannot reassign them to any other Users.

3. Floating Model

- 3.1 A "[Floating License](#)" permits You to use the Solution concurrently by the number of Users specified in the License Confirmation within a dedicated Site. Unless otherwise stated, a "[License Pool](#)" comprises Floating Licenses; other multi-user licenses may refer to either Named User Licenses or Floating Licenses depending on the Solution, and as set out in the License Confirmation.
- 3.2 Under the Floating License model, You are permitted to install the Solution on any Device within Your Site.

4. Node Locked Model

4.1 A “**Node Locked License**” permits You to use the Solution for up to the number of Named Devices specified in the License Confirmation within a dedicated Site.

4.2 Unless otherwise agreed, Node Locked Licenses are non-transferrable; after initial assignment to one Named Device, You cannot reassign them to any other Devices.

5. Special Licenses

5.1 Free Versions (including Trial and Beta Software)

5.1.1 A “**Trial Version**” is made available free of charge and for the sole purpose of facilitating the decision-making process with regards to acquiring a commercial version.

5.1.2 A “**Beta Version**” is made available free of charge and for the sole purpose of (a) facilitating Your evaluation and implementation of upcoming features, changes, and potential impacts at an early stage and (b) involving You in the improvement of new versions of the Solution.

5.1.3 Any other use, including, but not limited to, the use for production purposes, shall be strictly prohibited. Unless expressly agreed otherwise, this condition extends beyond the trial or Beta test period, regardless of whether the Solution is running with a restricted feature set or not.

5.2 Academic Program License

5.2.1 An “**Academic Program License**” is a license offered to students, teachers, and acknowledged academic institutions (each an “**Academic**”) for educational and non-commercial research purposes only. Any other use, including, but not limited to, the use for production purposes, shall be prohibited.

5.2.2 For more information on whether You fulfill the requirements to qualify as Academic and for further eligibility requirements, please visit <https://www.yatta.de/academic>.

5.2.3 You are obliged to immediately notify the Licensor if there are any changes on Your part with regard to the criteria for eligibility.

5.2.4 The Academic Program License is available in three (3) variants, which differ in their scope of use as follows:

Variant	Students	Academic Teaching Staff	Academic Institutions
Available for	Students	Teachers, Professors, Research staff	Colleges, Universities, Schools
License Type	Single user	Single or multi-user (e.g., for classrooms or research groups)	Multi-user licenses for universities, colleges, schools, or similar
Registration	Registration with student ID	Personal registration of issuer	Registration of academic institution
Description	The license permits personal use for academic purposes. No commercial usage allowed (not for profit). Requires registration and confirmation. License term is six (6) months and can be extended.	The license permits use for single or multi-user license for academic purposes (e.g., teaching, research and development). No commercial usage allowed.	The license permits use by any of Your employees and/or students irrespective of the number of concurrent users, as long as the respective user is accessing the internet via Your IP Network.

Appendix 2

Service Level Agreement (SLA)

The Licensor provides technical support services (“[Technical Support](#)”) subject to the conditions described in this SLA.

1. Scope and Limitation

1.1 Scope of Technical Support

1.1.1 The Licensor provides Technical Support to assist You to solve technical problems occurring in the Solution; however, the Licensor is not under any legal obligation to successfully solve the technical problem reported by You, except in warranty cases under the applicable EULA.

1.1.2 Technical support does not include assistance in the context of ordinary use (usability, installation, training, etc.) or modifying the Solution in line with Your individual requirements (customizing, consulting).

1.2 Valid License

Technical Support is provided only to users with a valid license for the Solution.

1.3 Limited Capacity

The Licensor strives to provide excellent customer service at all times, and the Licensor's Technical Support team is highly qualified to do so. However, the Licensor's capacities are limited, so please understand if Licensor is unable to answer an inquiry personally or process it immediately. However, You can be assured that the Licensor will always do its best to solve every single problem without unnecessary delay.

1.4 Supported Version

Technical Support is provided exclusively for the most recent version of the Solution (including all Updates and Upgrades, see above), unless otherwise agreed.

2. Availability

Unless otherwise agreed, the Licensor will provide Technical Support during the following “[Service Hours](#)”:

- (a) Monday to Friday from 9:30 – 18:00 local time at Licensor’s business seat (as set out in the License Confirmation);
- (b) except on public holidays in the Germany and the Licensor's business seat (as set out in the License Confirmation); and
- (c) except between Christmas Eve (24 Dec.) and New Year’s Day (1 Jan.).

3. Contact

You have the following options to contact the Licensor's Technical Support. The availability of the Technical Support is considered to be in accordance with this SLA, if the Licensor can be contacted by one of the provided contact options:

3.1 Email

Technical Support can be contacted by email at support@yatta.de.

3.2 Telephone

Technical Support can be contacted by telephone at +49 561 57432770.

3.3 Support Request

3.3.1 Each support request must include the purpose of the request (e.g., error report, extending functions, or other comments) and Your identity.

3.3.2 It is Your responsibility to describe any occurring errors as accurately as possible so that the Licensor can reproduce and subsequently correct such errors.

3.3.3 Error reports should be as detailed as possible, and at a minimum must contain the System specifications about the computer on which the Solution is being used, e.g.:

- runtime/IDE version,
- operating system (e.g., Windows 11 64-bit, Ubuntu Linux 22.04, macOS Monterey 12.4), and
- Solution version and edition.