

nextnano End User License Agreement (EULA)

IMPORTANT – READ CAREFULLY

This End User License Agreement (“EULA”) is a legal agreement between you, the end user (“You”), and nextnano GmbH (“nextnano,” “We,” or “Us”). By installing, accessing, or using the nextnano software and documentation (collectively, the “Software”), You agree to be bound by this EULA. If You do not agree, do not install or use the Software.

Contact information

If you need to contact us, use nextnano software support center:
<https://nextnano.com/goto/support>

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1 License Grant

Subject to compliance with this EULA and the applicable Software License Agreement (“SLA”) between nextnano and Your institution or employer (if applicable), We grant You a limited, non-exclusive, non-transferable right to install and use the Software only as authorized under the SLA and solely for Your internal use.

2 Restrictions

You may not:

- a. Copy, modify, or create derivative works of the Software.
- b. Decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code of the Software, except as expressly permitted by applicable law.
- c. Rent, lease, sublicense, lend, or distribute the Software.
- d. Circumvent or disable any security or license management features.

EU Exception: If You are located in the European Union, You may decompile or otherwise reverse engineer the Software only to the extent permitted by Directive 2009/24/EC, and only for interoperability, testing, or study purposes, and subject to the conditions set out in the SLA.

3 Ownership

The Software is licensed, not sold. All rights, title, and interest in and to the Software remain with nextnano GmbH and its licensors.

4 Data Protection

Use of the Software may involve the collection of technical and personal data necessary for license management and support. All personal data will be handled in accordance with applicable data protection law, including the GDPR, and **Privacy Policy** available at https://www.nextnano.com/goto/data_privacy_policy.

5 Confidentiality

The Software contains proprietary information and trade secrets. You must protect the Software against unauthorized disclosure or use, consistent with the SLA.

6 Limited Warranty & Disclaimer

The Software is provided “AS IS”, except as expressly warranted in the SLA. nextnano disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

7 Limitation of Liability

To the maximum extent permitted by law, nextnano shall not be liable for indirect, incidental, special, or consequential damages arising from Your use of the Software. Any liability is limited to the extent set out in the SLA.

8 Termination

This EULA is effective until terminated. Your rights automatically terminate if You fail to comply with this EULA or the SLA. Upon termination, You must cease use and destroy all copies of the Software.

9 Governing Law

This EULA is governed by the laws of Germany, excluding conflict-of-laws rules. The courts of Munich, Germany, shall have exclusive jurisdiction, unless otherwise required by mandatory law.

10 Entire Agreement

This EULA supplements and is subject to the terms of the SLA. In case of conflict, the SLA shall prevail.