



End User License Agreement (EULA) – for the use of SSI DevBuddy® SSI Software Services GmbH

1. Parties

This End User License Agreement ("EULA") governs the use of the software product SSI DevBuddy® ("Software" or "Services"), provided by SSI Software Services GmbH ("Licensor"). The contracting party is the company using the Software ("Licensee" or "Customer").

2. Definitions

2.1 Authorized User:

means Licensee's employees, contractors, or agents who are authorized to use the Services and for whom access has been purchased.

2.2 Licensee Data:

means all data, documents, information, inputs, prompts, and other content submitted by Customer or its Authorized Users to the Services, as well as the Outputs generated for Licensee. Licensee Data excludes: (i) SSI IP; and (ii) Usage Data.

2.3 Documentation:

means user manuals, handbooks, training materials, or guides provided by SSI in relation to the Services.

2.4 High-Risk Activities:

means activities where use or failure of the Services could reasonably lead to death, personal injury, or severe environmental damage, including medical devices, emergency systems, nuclear facilities, air traffic control, or autonomous vehicles.

2.5 Input:

means prompts, queries, files, or other data provided by Customer or Authorized Users to the Services.

2.6 Output:

means results, recommendations, or content generated by the Services based on Inputs.



2.7 Order Form / Pricing Sheet:

means any ordering document agreed by the parties describing the applicable license model, fees, and scope of Services.

2.8 Services:

means the SSI DevBuddy® SaaS offering, including the Web Application, VS Code Extension, API, hosting/LLM services (primarily utilizing Claude Sonnet 4.5), and any updates or enhancements provided.

2.9 SSI IP:

means all rights, titles, and interests in and to the Services, Documentation, software, algorithms, designs, processes, and related materials, excluding Customer Data.

2.10 Usage Data:

means anonymized and/or aggregated data regarding use of the Services (e.g., logs, performance metrics) that does not identify Customer or Authorized Users.

2.11 Usage Limits:

means the applicable usage thresholds, including but not limited to token consumption limits per Authorized User, as defined in the relevant Order Form or Pricing Sheet. Any usage exceeding such limits may be subject to additional fees or billing arrangements as specified therein.

3. License Grant & Restrictions

3.1 Grant

The Licensor grants the Licensee a non-exclusive, non-transferable, non-sublicensable, and time-limited right to access and use the Software solely for the Licensee's internal business purposes.

3.2 Restrictions

The Licensee shall not, and shall ensure that its Authorized Users do not:

- copy, modify, or create derivative works of the Software;
- reverse engineer, decompile, or disassemble the Software;
- use the Software or Outputs to train or develop competing AI models;
- make the Software available to third parties other than Authorized Users;
- publish benchmarks or performance results of the Software;
- use the Software for High-Risk Activities;
- use the Software in violation of applicable law or SSI policies;



- exceed the Usage Limits without prior agreement on additional billing arrangements.

3.3 Suspension

The Licensor may suspend or restrict access to the Software if the Licensee or its Authorized Users violate this Agreement, pose security risks, or use the Services unlawfully.

3.4 Usage Monitoring

The Licensor monitors token consumption to ensure fair usage and system stability. Usage exceeding the defined Usage Limits may result in temporary service restrictions or require additional billing arrangements as specified in the applicable Order Form.

4. Ownership & Data Use

4.1 Ownership

- As between the parties, and to the extent legally permissible, the Licensee retains all rights, title, and interest in and to its Customer Data and Outputs.
- The Licensor retains ownership of the Software, underlying technology, and all SSI intellectual property ("SSI IP").

4.2 License to SSI

The Licensee grants the Licensor a limited, non-exclusive license to process Customer Data solely to the extent necessary to provide the Services.

4.3 Data Use Policy

- The Licensor will not use Customer Data to train general-purpose AI models.
- The Licensor may process usage and performance data internally for the purpose of maintaining, securing, and improving.

4.4 Compliance

- The Licensee represents and warrants that all Customer Data complies with applicable laws, including the GDPR and relevant U.S. data privacy laws.
- The Licensee is solely responsible for ensuring that its use of the Services complies with applicable AI regulations and laws, including the EU Artificial Intelligence Act (EU AI Act), where applicable. The Licensor does not assume responsibility for the Licensee's regulatory classification, risk assessment, or compliance obligations arising from the Licensee's specific use case.



4.5 Data Retention & Deletion

- Data from demo or trial accounts will be deleted 15 days after expiry.
 - For non-renewed subscriptions, Customer Data will be securely deleted within 30 days, unless legal retention obligations apply.
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5. Outputs Disclaimer

The Licensee acknowledges that outputs generated by the Software ("Outputs") may be inaccurate, incomplete, or inappropriate.

Outputs are generated using third-party large language models (primarily Claude Sonnet 4.5) and rely only on limited context (e.g., ~10 document chunks, ~700 words each).

Outputs are not a substitute for professional software engineering, requirements analysis, testing, compliance, or project management.

All Outputs must be reviewed and validated by qualified personnel (e.g., subject matter experts) before being used.

The Licensor disclaims all liability for reliance on Outputs without independent verification.

6. Confidentiality & Security

The Licensor undertakes to implement appropriate technical and organizational measures to protect Customer Data. The Licensor does not guarantee absolute data security and excludes liability for unavoidable risks inherent in IT systems.

7. Liability & Warranty

The Licensor shall be liable without limitation in cases of intent, gross negligence, or injury to life, body, or health.

In cases of slight negligence, the Licensor shall only be liable for breaches of essential contractual obligations (cardinal duties), limited to the foreseeable and typical damage.

The total aggregate liability of the Licensor arising out of or in connection with this agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Licensee under the applicable Order Form during the twelve (12) months preceding the event giving rise to the claim.

The above limitations of liability shall not apply to liability for intent, gross negligence, or injury to life, body, or health.

Any further liability, in particular for lost profits, production downtime, data loss, or indirect damages, is excluded.



The Licensor does not warrant that the Software or Outputs are fit for any specific purpose of the Licensee, unless expressly confirmed in writing.

8. Term & Termination

This EULA is valid for the agreed contractual term.

Both parties may terminate the agreement with 30 days' notice to the end of a month, unless otherwise agreed.

The right to extraordinary termination remains unaffected.

9. Final Provisions

Amendments and supplements to this agreement must be made in writing.

This agreement is governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Place of jurisdiction shall be Munich, Germany, insofar as legally permissible.

For technical support or questions, contact: devbuddy@ssi-group.de

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Maintained by: SSI DevBuddy Team • Contact: devbuddy@ssi-group.de