



manifold technologies GmbH as (**manifold**)

General Terms & Conditions for Delivery of Software and Support Services

November 2025



Table of Contents

1. Scope and Applicability	3
2. Definitions	3
3. Delivery and Transfer of Rights	7
4. Validity	8
5. Prices and Payment Terms	8
6. Copyrights, Trademarks and Intellectual Property Rights	8
7. Confidentiality and Safeguard of Property Rights to the Software	9
8. Warranty and Software Subscription Plan	10
9. Liabilities	10
10. Support and Maintenance Services	11
11. AI and Development tools	12
12. Patent and Copyright Indemnification	12
13. Export Compliance	12
14. Termination	12
15. Assignment	13
16. Non-waiver	13
17. Force Majeure	13
18. Notices and Communication	14
19. Governing Law	14
20. Data Protection and GDPR Compliance	14

1. Scope and Applicability

- 1.1 These Terms govern all deliveries of manifold software products ("Software") and related support and maintenance services provided by manifold technologies GmbH ("manifold") to its customers ("Customer").
- 1.2 These Terms apply to perpetual or subscription license models where the Software is installed and operated within the Customer's own infrastructure (on-premises or Customer-managed cloud).
- 1.3 For clarity, manifold CLOUD is not a hosted or Software-as-a-Service (SaaS) product. It is licensed software installed and operated within the Customer's own infrastructure.

These Terms do not apply to any hosted or SaaS offerings, should such services be offered by manifold in the future, unless expressly agreed in writing.
- 1.4 Any conflicting or additional terms proposed by the Customer shall not apply unless expressly accepted in writing by manifold.

2. Definitions

Definitions marked with * below shall be uniquely specified and/or quantified in the contract.

Customer*	A contracting party in a Contract with manifold i.e. a customer of manifold.
Contract	The Contract may be formed by a signed contract, or by manifold's acceptance of a Purchase Order, including by the issuance of an invoice or delivery of the Software. When not agreed otherwise, the documents listed below constitute an integral part of the contract: 1. Any written Order Confirmation issued by manifold 2. These General Terms & Conditions 3. The Customer's Purchase Order or other written acceptance of manifold's Quotation 4. manifold's Quotation 5. Any other contract document expressly referenced in the foregoing documents. In case of conflict the documents above are listed in order of precedence.

Confidential Information	All Software, documentation, software concepts, know-how, service, costs, fees and prices, software system design and program structure, system logic, program flow, data flow, file content, video and report formats, coding techniques and routines, file handling, data handling, user interface screens, communications protocols, report and form generation, and any other technological information or information pertaining to the Software or manifold's business, the terms and conditions of this Agreement as well as all other information received by either Party in connection with this Agreement whether or not that information is marked 'confidential', but excludes any item or part thereof which: a) was already publicly known at the time of its disclosure hereunder, or becomes thereafter publicly known otherwise than through the default or negligence of the receiving Party, b) is demonstrably developed at any time by the receiving Party without any connection with the information received hereunder, or c) is rightfully obtained at any time by the receiving Party from a third party without restrictions in respect of disclosure or use. Confidential Information also includes any and all information exchanged between manifold and Customer related to the subject of this contract prior to the signing of this contract.
Delivery	Delivery of Software is considered fulfilled when license file(s), or download instructions are provided to the Customer. If applicable, the Date of Delivery shall be specified in the Contract.
Documentation	The standard user or technical information supplied by manifold with the Software.
First Line Support	First Line Support is handled by manifold's regional Partner or Representative. First Line Support involves contact via connection to manifold's regional Partner support service system, telephone, e-mail, chat or similar and includes guidance on the operation of the product, clarification of functions and features of the Software and documentation, information collection, resolution of known Problems, creation of Incident/Problem ticket in tracking system, and escalation to the next appropriate support line if required.

Incident	Any event which is not part of the standard operation of the Software which causes, or may cause, an interruption to, or a reduction in quality of operation.
Party, Parties	Either manifold or the Customer; collectively, the “Parties”.
Patch	A minor build revision (e.g., 1.6.x to 1.6.y).
Perpetual License Fee	One-time fee the Customer shall pay for its right to use the Software for its lifetime.
Problem	A condition identified as a result of one or more Incidents that exhibit common symptoms for which the cause is not usually known.
Second Line Support	Second Line Support involves contact during regular office hours via connection to manifold support service system, e-mail, Slack, chat or similar and reproduction of Incidents/Problems and trouble-shooting of installation and configuration issues, reporting into manifold’s tracking system, and escalation to the next appropriate support line if necessary. Support of software problems requires as prerequisite availability of Scripting and running Syslog and Telemetry environment as referenced and defined in manifold’s product documentation.
Software	The manifold application software (e.g. manifold CLOUD) including associated services and Documentation.
Software Subscription License Fee	The annual amount the Customer shall pay for its right to get regular Software updates and support.
Temporary License Fee	The amount the Customer shall pay for its right to use manifold Software for a defined period (e.g., monthly, quarterly, or annual) as outlined in the Contract.
Third Line Support	Third Line Support is for complex Problems requiring resolution by manifold’s R&D team.
Support and Maintenance Services	The support and maintenance activities provided by manifold as described in Section 10 (Support and Maintenance Services), including the three-tier support structure defined in this Section 2.
Total Delivery Price	Total Delivery Price means the total price of the Software as outlined in the Contract.

manifold

Update	A minor version release that might contain new functionality (e.g., 1.6.x to 1.6.y)
Upgrade	A major version change with major functional enhancements (e.g., 1.x to 2.x).

3. Delivery and Transfer of Rights

- 3.1 Delivery terms for the Software are considered fulfilled when license file(s), or download instructions are provided to the Customer. If applicable, the Date of Delivery shall be specified in the Contract.
- 3.2 For each manifold CLOUD license specified in the Contract, manifold grants the Customer a non-exclusive, non-transferable right to use the Software under the conditions specified in the Contract.

License types include:

- Perpetual License: A one-time payment granting the Customer a non-exclusive, non-transferable right to use the Software for its lifetime, effective only upon manifold's receipt of full payment of the applicable Perpetual License Fee.
 - Temporary License: A time-limited right to use the Software for a defined period (such as monthly or annual terms) as set out in the Contract. Temporary Licenses may be sold independently or provided at manifold's discretion to allow operational use pending full payment of a Perpetual License Fee. Temporary Licenses automatically expire at the end of their term unless renewed or replaced by a Perpetual License.
- 3.3 Notwithstanding anything to the contrary in these Terms, manifold may, at its discretion, provide the Customer with temporary license files enabling use of the Software prior to manifold's receipt of full payment of the applicable Perpetual License Fee. Such temporary license files are granted solely to allow the Customer to begin or continue operations pending payment and shall automatically expire upon the earlier of (a) ninety (90) days from initial delivery, or (b) manifold's issuance of a perpetual license file following full payment. Until payment in full is received, the Customer's right to use the Software remains limited, non-transferable, and revocable, and manifold reserves the right to deactivate the temporary license at any time in the event of non-payment.
 - 3.4 For each right acquired, the Customer agrees to use the Software only in accordance with the provision in the Contract.
 - 3.5 manifold remains the sole holder of all Intellectual Property Rights related to the Software and documentation, including standard software versions as well as customized adaptations.
 - 3.6 In the event that the Customer enters into a leasing contract with a finance company in respect of the Software, the Customer agrees to be bound by the restrictions and obligations contained herein, during the term of any such lease, notwithstanding any assignment or subrogation of rights and obligations to the finance company or any provisions to the contrary contained in any such lease. In such an event, the finance company's rights and interests in the Software shall at all times be governed by the

provisions or the terms and conditions herein.

4. Validity

- 4.1 The Contract shall be effective upon manifold's written confirmation, invoice issuance, delivery of the Software, or other acceptance of the Customer's order (the 'Effective Date'), or, if signed by both Parties, from the date of the last signature.

5. Prices and Payment Terms

- 5.1 All prices in the Contract are exclusive of any applicable taxes or duties unless otherwise stated.
- 5.2 All Prices are subject to change at any time unless defined in a separate purchasing agreement.
- 5.3 Unless agreed to in writing, Invoices shall be paid net 30 days from the date of issuance.
- 5.4 Any overdue payments, unless disputed on reasonable grounds as set forth in the Contract or by law, shall be subject to interest charges according to applicable late payment regulations.
- 5.5 If any undisputed amount remains unpaid sixty (60) days after its due date, manifold shall be entitled to suspend performance of its obligations under the Contract, including but not limited to support, maintenance, and delivery of further products or services, following ten (10) business days' written notice. For clarity, this does not affect manifold's separate right to deactivate or allow expiry of any temporary license issued pending payment as described in Section 3.3.
- 5.6 All amounts are payable without deduction or set-off except as required by law.

6. Copyrights, Trademarks and Intellectual Property Rights

- 6.1 The Customer acknowledges that the Software integrated in hardware components of the manifold product, including all Patches, Updates, Upgrades, and custom modifications, remains the exclusive property of manifold.
- 6.2 The Customer thus, agrees that no title to Software or any Patches, Updates, Upgrade or tailored software hereto is or will be transferred to the Customer.
- 6.3 The Parties agree to adhere to all laws and regulations to secure all trade secrets, copyrights, trademarks, product names and other protected rights of the contracting Parties.
- 6.4 Each Party may refer to the existence of the business relationship and use the other

Party's name and logo in reference lists, case studies, promotional materials, presentations, websites, and marketing content (including video or digital media), provided that no confidential, technical, or pricing information is disclosed. Any publication specifically describing the other Party's product performance or operational use shall be submitted for review prior to release. Both Parties shall use the other Party's trademarks and trade names in a manner so as to clearly identify ownership rights. Any use that implies endorsement or partnership beyond the factual business relationship requires the prior written approval of the other Party.

7. Confidentiality and Safeguard of Property Rights to the Software

- 7.1 The Parties acknowledge that Confidential Information and business proprietary information may be disclosed between the Parties and agree not to, directly or indirectly, disclose to third parties any trade secrets or otherwise use any such Confidential Information and proprietary information received from the other Party for any purpose other than the intended purpose set forth herein. This obligation shall survive termination for five (5) years, except for trade secrets, which remain confidential indefinitely.
- 7.2 The Customer acknowledges that the Software contains valuable proprietary information and trade secrets of manifold, and the Customer agrees to hold in confidence its knowledge of the software system design and program structure, system logic, program flow, data flow, file content, video and report formats, coding techniques and routines, file handling, data handling, user interface screens, communications protocols, report and form generation, and any other technological information or information pertaining to the Software or manifold's business.
- 7.3 The Parties agree to take reasonable steps to safeguard all such Confidential Information and to prevent unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or use thereof, including but not limited to taking appropriate action by agreement or otherwise with their officers, employees and representatives who are permitted access to the Confidential Information, ensuring that officers, employees and representatives of the Parties are prevented from taking any action which the Parties are prohibited from taking hereunder, as well as taking reasonable steps to prevent or remedy any actual or potential violation of the foregoing.
- 7.4 The Customer agrees to notify manifold promptly and in writing of the existence of any circumstances surrounding unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or use of the Software or any of its parts.
- 7.5 Except to the extent set forth in the Contract, the Customer agrees that it shall not sell, lend, rent, lease, sub-license or otherwise transfer the Software or the computer(s) on which the Software is installed, to any person or third party without the prior written consent of manifold.
- 7.6 The Customer agrees that it shall not make or have made any copies of the Software,

nor make or have made any copies of related documentation or technical or operation manuals beyond what is necessary for the contractual use except as authorized in writing by manifold.

- 7.7 The Customer agrees not to disassemble, decompile or reverse engineer any portion of the Software, nor to use manifold's data structures or communications protocols for development purposes, without a prior written consent from manifold. In the case where such action is deemed necessary in order to use the Software for the purpose of this Contract, such consent should not be withheld.

8. Warranty and Software Subscription Plan

- 8.1 manifold warrants that the Software, for a period of 12 months from Delivery (the Warranty period), shall be free from material defects in design, materials and workmanship and will function, under normal use and circumstances, in accordance with the documentation provided in the Contract.
- 8.2 Warranty coverage applies only to the extent that the Software is used within the agreed operational parameters, with manifold-approved environments and configurations. This warranty does not cover defects caused by improper use, unauthorised modifications, or external factors outside manifold's control
- 8.3 manifold's sole obligation and Customer's exclusive remedy for breach of warranty is repair or replacement of the defective Software.
- 8.4 manifold is not responsible for issues arising from Customer hardware, third-party systems, or unauthorised modifications.
- 8.5 Upon initial purchase or within the Warranty Period, the Customer may elect to enter into a Software Subscription Plan (subject to payment of the Software Subscription License Fee). If the Subscription Plan is purchased and remains in good standing, the Customer shall be entitled to receive continuous access to newly released Software updates and shall receive priority handling of reported Software issues. The Subscription Plan may only be purchased at the time of initial purchase or within the 12-month Warranty Period, and once discontinued, it may not be reactivated. Certain new features may require additional license fees beyond the scope of the Subscription Plan.
- 8.6 Except as expressly provided, manifold provides the Software 'as described' in the Documentation and Contract and disclaims all other express or implied warranties, including implied warranties of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

9. Liabilities

- 9.1 It is expressly agreed that manifold's maximum liability for damages hereunder, regardless of the form of legal action, whether in contract or in tort, shall in no event

exceed the Total Delivery Price paid or payable by the Customer in the twelve (12) months preceding the claim.

- 9.2 Notwithstanding the aforementioned, in no event shall manifold be liable hereunder for indirect or consequential damages such as loss of profits, loss of revenue, loss of data, or claims against the Customer by any other party except as provided in Clause 12 (Patent and Copyright Indemnification) below.
- 9.3 The Parties shall not be liable for any damages whatsoever resulting from a force majeure or an act of a third party of no fault on the Party's behalf, it being understood that any fault of a third party commissioned by manifold or working for or delivering on behalf of manifold shall be deemed a fault on manifold's behalf.
- 9.4 The Customer shall take reasonable data-backup and risk-mitigation measures.
- 9.5 No legal action, regardless of form, may be brought by one Party against the other Party for any reason whatsoever more than two (2) years after the facts giving rise to a cause of action hereunder.

10. Support and Maintenance Services

- 10.1 manifold provides Support and Maintenance Services ("Support Services") to Customers with a valid Software Subscription License, Temporary License, or other Contract that includes Support. Support Services include assistance in diagnosing and resolving operational problems, providing Software Updates and Patches, and maintaining system performance consistent with the Documentation.
- 10.2 Support is provided through three defined tiers as set out in Section 2 (Definitions):
 - (a) First Line Support – provided by manifold's authorised Partner or Representative and covering general operation, known issues, and escalation.
 - (b) Second Line Support – provided directly by manifold during regular business hours to reproduce, analyse, and resolve reported Problems.
 - (c) Third Line Support – provided by manifold's R&D team for complex or product-level issues requiring code-level intervention.
- 10.3 Support requests may be submitted via Slack (preferred), email, or other agreed upon method. Support will be provided in English during normal business hours (09:00–17:00 CET/CEST), excluding weekends and public holidays, unless otherwise agreed in writing.
- 10.4 Support Services do not include on-site work, hardware maintenance, integration with non-manifold systems, or resolution of issues arising from unauthorised modifications, third-party software, or improper operation. Such work may be provided separately under a professional services agreement.
- 10.5 manifold shall make generally available to Customers with an active Software Subscription License all Updates and Patches released during the term. Upgrades introducing new features or major functionality may require the purchase of an additional license or payment of an Upgrade Fee.

- 10.6 The provision of Support Services is conditional upon timely payment of all applicable Software Subscription License Fees or Temporary License Fees. manifold reserves the right to suspend Support Services following written notice in accordance with Section 5.5 if payments are overdue.
- 10.7 The Customer shall provide reasonable assistance and access to relevant system logs, diagnostic information, and configurations required for manifold to diagnose and resolve reported Problems. Support of Software issues requires an operational Syslog and Telemetry environment as defined in manifold's documentation.

11. AI and Development tools

- 11.1 manifold may use AI-assisted development tools internally (including but not limited to GitHub Copilot, automated test generation, or documentation assistants).
- 11.2 No AI components are embedded in or form part of the delivered Software unless expressly stated in the Contract.
- 11.3 Customer data is not used to train or modify any AI models owned or operated by manifold.

12. Patent and Copyright Indemnification

- 12.1 manifold warrants that it has developed, owns, and/or possesses all rights and interests in the Software necessary to enter into the Contract.
- 12.2 manifold shall defend and indemnify the Customer against any third-party claim alleging that the unmodified Software infringes a patent or copyright, provided that the Customer promptly notifies manifold and allows manifold to control the defence and settlement.
- 12.3 If such a claim arises, manifold may at its discretion:
- (a) procure for the Customer the right to continue using the Software;
 - (b) modify the Software to avoid infringement; or
 - (c) terminate the license and refund the license fee for the affected Software.
- 12.4 This clause states the Customer's exclusive remedy for intellectual-property infringement claims.

13. Export Compliance

- 13.1 The Parties shall comply with all applicable export-control and trade-sanction laws of the European Union, the United States, and any other relevant jurisdiction. Customer shall not export, re-export, or transfer the Software without the required governmental authorisations.

14. Termination

- 14.1 Either Party may terminate the Contract for cause if the other Party commits a material breach of its obligations under the Contract and fails to remedy such breach within ninety (90) days after receipt of written notice.
- 14.2 Either Party may terminate the Contract immediately by written notice if the other Party becomes insolvent, enters bankruptcy or similar proceedings, or ceases business operations.
- 14.3 Termination for convenience shall not apply to purchased or Perpetual licenses. For time-limited or subscription arrangements, either Party may terminate for convenience with thirty (30) days' written notice prior to the end of the current term.
- 14.4 All fees paid to manifold are non-refundable. In particular, fees for delivered Software, Perpetual licenses, Temporary licenses, or commenced 12-month support or subscription terms shall not be refunded, credited, or pro-rated in the event of early termination, cancellation, or non-use by the Customer. For the avoidance of doubt, where the Customer purchases a Temporary license for a fixed period (e.g. one month, six months, or one year), the full fee is due and payable for the entire term, regardless of whether the Customer continues to use the Software during that term.
- 14.5 Upon termination, the Customer shall cease using and delete or destroy all copies of the Software unless the license is perpetual and fully paid.

15. Assignment

- 15.1 The Contract is for the benefit of and shall bind the Parties hereto and their respective successors and permitted assignees provided, however, that unless otherwise agreed herein neither the conditions herein nor any benefit hereunder may be assigned or otherwise transferred by the Customer to any third party without the prior written consent of manifold. Such consent shall not be unreasonably withheld.

16. Non-waiver

- 16.1 The failure or neglect by a Party to enforce in any one or more instances any of the terms and conditions herein shall not be construed as a waiver of the future performance of any such term or condition. Waiver of any term or condition herein shall only be deemed to have been made if expressed in writing by the Party granting such waiver.

17. Force Majeure

- 17.1 Neither Party shall be liable or deemed to be in default for any delay or failure in performance under the Contract directly or indirectly due to force majeure occurrences, civil or military authority, war, riots, civil disturbances, accidents, fire,

earthquakes, floods, strikes, lock outs, national labor disturbances, court or governmental order, pandemics or any other cause beyond the reasonable control of such Party.

18. Notices and Communication

- 18.1 All notices and other communications required or permitted under the Contract shall be in writing and may be delivered by hand, courier, registered post, or by electronic mail to the addresses or contact details specified in the Contract or subsequently notified in writing.
- 18.2 Notices sent by electronic mail shall be deemed to constitute written notice for all purposes of the Contract.
- 18.3 A notice shall be deemed received:
 - (a) if delivered by hand or courier, upon delivery;
 - (b) if sent by registered post, three (3) Business Days after posting; and
 - (c) if sent by electronic mail, on the date and time shown as delivered or successfully transmitted, provided no delivery failure notification is received.
- 18.4 Either Party may change its contact details for notice by notifying the other Party in writing.

19. Governing Law

- 19.1 The conditions herein shall be construed in accordance with and governed by German law, without regard to conflict of law principles which would cause the laws of any other jurisdiction to apply. The Customer consents and agrees that all legal proceedings relating to the subject matter of the Contract shall be on the exclusive jurisdiction of the local courts in Darmstadt, Germany.

20. Data Protection and GDPR Compliance

- 20.1 Each Party shall comply with all applicable data protection and privacy laws, including the EU General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing legislation.
- 20.2 The Software is installed and operated solely within the Customer's infrastructure. manifold does not host, store, or otherwise process personal data on behalf of the Customer as a data processor. The Customer remains solely responsible for ensuring that any personal data processed through use of the Software is handled in compliance with applicable data protection laws.
- 20.3 During the provision of Support and Maintenance Services, manifold may, on occasion and only where necessary, have access to limited diagnostic or system information provided by the Customer. Such access shall be strictly for the purpose of fault analysis, support, or troubleshooting and shall be governed by the confidentiality obligations in

Section 7.

- 20.4 If, in the context of Support Services, manifold is required to process personal data on behalf of the Customer, the Parties agree to enter into a separate written Data Processing Agreement ("DPA") in accordance with Article 28 GDPR. Until such DPA is executed, manifold shall not intentionally process any personal data.
- 20.5 Each Party shall implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.
- 20.6 manifold shall notify the Customer without undue delay if, during the provision of Support Services, it becomes aware of a personal data breach involving Customer personal data.
- 20.7 The Customer is responsible for:
- (a) configuring and operating the Software in accordance with applicable data protection laws;
 - (b) obtaining all necessary consents, authorisations, and legal bases for processing personal data; and
 - (c) ensuring backups, access controls, and retention policies are in place for any personal data processed through the Software.
- 20.8 Nothing in this Agreement shall be construed to create a joint controllership or data processor-controller relationship unless expressly agreed in a separate written DPA.