

PSI AppStore Store Policy

(last change: 03.08.2023)

Welcome to the PSI AppStore!

PSI Software SE and/or its affiliates ("PSI") provide website features and other products and services to commercial customers only when you visit or shop at the PSI AppStore website (the "PSI AppStore"), or use software provided by PSI. Please, refer to our **Privacy Policy** for additional information on how we use and process your personal data. PSI provides the PSI AppStore to you subject to the conditions set out below.

Please read the policies and conditions carefully before using the PSI AppStore. By using the PSI AppStore, or your express consent given by marking of consents during the registration process for your account, you declare - on behalf of yourself and the company you represent ("Customer") - your consent to be bound by the conditions of this Store Policy.

ACCOUNT

Prerequisite for the use of the PSI AppStore is that you create a personalized account and are logged in to that account.

You confirm that you are authorized to enter into contracts for and on behalf of the company you are representing and which will be contractually bound as Customer with regard to the products and services purchased via the PSI AppStore.

You are responsible for the security of your account, i.e. to keep your log-in data (user name and password) confidential and to restrict access to your computer and/or your mobile devices, as well as to your log-in data. If your log-in data is being, or is likely to be used in an unauthorised manner, you are obliged to inform us immediately. You are responsible for keeping the details you provide us correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your account settings, in the "My account" section of the PSI AppStore.

We reserve the right to refuse PSI AppStore services, to temporarily limit the access to your account and/or terminate the account for due cause. This will in particular be the case if you are in breach of applicable laws, applicable contractual provisions or our Store Policy, which are all accessible in the PSI AppStore. Notwithstanding any such limitation or termination, you will continue to have access to products and services purchased by you up to that point.

You may cancel your personalized account at any time. To do so, please send request from "Contact us" section. The transactions you have made will remain visible in the documents generated for your company and in Customer's account history even after cancellation of your personalized account.

ELECTRONIC COMMUNICATIONS

When you use the PSI AppStore or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, in-app push notices or by posting e-mail messages or communications on the PSI AppStore or through the other services, such as our ticket system for defect notifications. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement of "in writing", unless mandatory applicable laws specifically require a different form of communication.

COPYRIGHT, DATABASE RIGHTS AND TRADEMARKS

The name and logo of PSI are registered trademarks of PSI.

All content of the PSI AppStore, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of PSI or its suppliers and is protected by copyright laws. The compilation of all content included in or made available through the PSI AppStore is the exclusive property of PSI and is protected by copyright law.

Consequently, without our express written consent, you may neither (i) extract nor re-utilise parts of the content of the PSI AppStore, nor (ii) create and/or publish your own database containing substantial parts of the PSI AppStore (e.g. our prices and product listings).

NO LICENCE

By using the PSI AppStore, you are not granted any licenses. All rights not expressly granted to you in this Store Policy or in the product specific licence and/or service terms are reserved and retained by PSI, its licensors and/or suppliers. None of the contents of the PSI AppStore may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of PSI without our express written consent. You may not use any meta tags or any other "hidden text" utilising PSI Product names or PSI trademarks without our express written consent.

TERMS AND CONDITIONS REGARDING PSI PRODUCTS AND SERVICES

In addition to this Store Policy, for each PSI product, especially software (including any updates or upgrades to the software and any related documentation) that you purchase via the PSI AppStore, the respective product or service specific software licence and service terms and conditions

("Product Terms and Conditions") apply. In addition, pre-existing frame contracts may also be applicable.

CONSUMERS

We do not sell products for purchase by private persons ("Consumers"). We will sell products and services only to legal entities, i.e. companies or public bodies. Thus, the consumer protection right applicable to online purchases enabling consumers to rescind purchase contracts, does not apply to any purchases made by a business Customer via the PSI AppStore.

EXPORT CONTROLS

The Customer is not entitled to directly or indirectly export, re-export, or transfer any products and/or services that were purchased via the PSI AppStore to any country, individual, corporation, organization, or entity to which such export is restricted or prohibited by law (for example, economic sanctions and embargoes imposed by the European Union, the United Nations or the USA). In addition, you agree that you will not purchase any product or service from the PSI AppStore if you personally or the Customer you represent are subject to restrictive measures (sanctions).

NON-BINDING QUOTE

To enable or facilitate Customer internal approval/ordering processes, for certain products you may save the content of your shopping cart and generate a non-binding quote.

Please note, that a contract will only be concluded in accordance with the following section.

CONCLUSION OF CONTRACT

Your order is an offer to PSI to acquire the product(s) and/or services in your order subject to the Product Terms and Conditions. After you place an order, we will send you a message acknowledging receipt of and containing the details of your order (the "Order Summary"). The Order Summary will also be posted in the "Orders" section of your account in the PSI AppStore. The Order Summary is only an acknowledgement that we have received your order, and does not constitute the acceptance of your offer to buy the product(s) or the services ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we (i) send you a purchase order confirmation, or (ii) send you a licence certificate, or (iii) make the product available to you (e.g. by sending a download link), or (iv) send you an invoice for the product(s) or the services ordered. These documents will also be placed into your account. If your order contains more than one product, you may receive a separate documentation for each product. Consequently, a separate contract will be concluded (i) for the product(s) and (ii) between the Customer and the respective PSI entity specified in the licence certificate and/or invoice.

You can cancel your order for a product and/or service at no cost any time before we accept your order as described above.

For the avoidance of doubt: This right to cancel does not apply once download or use (whichever is earlier) has begun.

You consent to receive sales invoices electronically. Electronic invoices will be made available in pdf format in the "Orders" section of your account.

PROVIDING SERVICES, DELIVERY

We provide our services in accordance with the recognised standards of good practice. It must be taken into account that software cannot be developed entirely free of errors.

Delivery and/or performance in parts shall be permitted to a reasonable extent and parts may be invoiced separately.

The product(s) or services may diverge from the description in the PSI AppStore if they meet or exceed the characteristics shown there.

REMUNERATION

For any purchases of products and/or services via the PSI AppStore, the prices shown in the licence certificate or invoice apply. For services, Customer shall pay a remuneration based on time and material at the rates set out in PSI's then current price list and shall additionally reimburse PSI for all expenditures (e.g. travel and hotel costs).

All stated prices are net prices.

In addition to the remuneration, VAT at the statutory rate and/ or further applicable domestic and foreign duties and dues, if any, shall apply and be payable by Customer.

Remuneration for recurring or continuous services (e.g. time-limited rights of use/subscription models or product maintenance) may be invoiced by PSI in one single yearly invoice. The amount shall be payable pro rata in advance for the periods (e.g. monthly/quarterly/yearly) as set out in the invoice. The first instalment shall be paid fully without deductions within 10 days of receipt of the invoice.

Remuneration for services charged on a time and material basis will usually be invoiced monthly in arrears. Invoiced amounts shall be mature on receipt of the invoice and shall be paid fully without deductions within 10 days.

CUSTOMER'S WARRANTY REMEDIES, REPORTING DEFECTS

In the case of a defect, the following shall apply:

1. The limitation period for warranty claims shall be 12 months, unless PSI fraudulently concealed the defect in question.

2. PSI shall always first be entitled at its option to rectify the defect by remedial action or replacement. This shall not affect PSI's right to refuse rectification of a defect in the cases specified by the law.
3. If PSI's remedial action fails and after a reasonable period of grace set by Customer has expired without result, except where a period of grace is unnecessary in the cases specified by the law, Customer shall have the statutory rights.
Rectification of the defect will only be deemed to have failed if three attempts of remedial action, made within a reasonable period of time, have not resulted in the defect being rectified.
4. If customer has interfered with PSI's products or service, PSI's obligation to rectify defects shall arise only if the type and scope of the interference are accurately documented by Customer, Customer proves that the problem that has occurred has neither directly nor indirectly been caused by its interference and Customer accepts to pay the additional expenditure incurred by PSI as a result of its interference.
5. Evident defects shall be reported promptly after delivery or provision of the services. The same shall apply to reporting concealed defects after they have been discovered. Belated defect reports shall be precluded.

ALTERATIONS TO SERVICE OR AMENDMENTS TO THE POLICIES / TERMS AND CONDITIONS

PSI shall stay entitled to change the products and services distributed via the PSI AppStore at any time for the following reasons: for legal or regulatory reasons; for security reasons; to enhance existing features or add additional features to our products or services; to reflect advancements in technology; to make reasonable technical adjustments to our products; and to ensure the ongoing operability of our products or in case of discontinuing a product or service. If we make changes, we will inform you in due time and remind you of your rights.

PSI is furthermore entitled to change this Store Policy and any other policy referenced by it at any time. We will inform you of any changes. By placing a subsequent order with PSI via the PSI AppStore after such information, you declare - on behalf of yourself and the Customer - your consent to the changed Store Policy.

We reserve the right to make changes to our Product Terms and Conditions. Notwithstanding, any prior order will remain subject to the Product Terms and Conditions in force at the time you placed the order, unless any change is required to be made by law or government authority (in which case it may also apply to orders previously placed by you).

Irrespective of the before mentioned rights, you will keep the possibility to cancel your account at any time.

NO WAIVER

If you breach this Store Policy and we take no action, this will not constitute a waiver of rights to exercise or enforce our rights at a later point of time or to use our rights and remedies in any similar situation and/or if you repeatedly breach this Store Policy.

OUR LIABILITY

We hereby inform you that your access to the PSI AppStore and/or your Account may be occasionally suspended or restricted, e.g. to allow for repairs, maintenance, or the introduction of new products or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

PSI is liable without limitation if damage is caused by an intentional or gross negligent breach of duty by PSI or one of its legal representatives or vicarious agents.

In addition, PSI is liable for slight negligent breach of essential contractual obligations. Essential are those obligations the breach of which puts at risk the achievement of the contractual purpose, or the performance of which enables the fulfilment of the contract and is regularly trusted on by you. In this case, PSI however is only liable for foreseeable damage typical of the contract. PSI is not liable for slight negligent breach of any other obligations than those mentioned in the previous sentences.

The aforementioned limitations of liability do not apply for damages from injury to life, body or health, for a defect after a guarantee for the condition of the product or for fraudulently concealed defects. The liability under the German Product Liability Act remains unaffected.

To the extent the liability of PSI is excluded or limited, such exclusion or limitation also applies to the employees, legal representatives or vicarious agents of PSI.

APPLICABLE LAW AND VENUE

This Store Policy is governed by and construed in accordance with the laws of the Federal Republic of Germany; the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Exclusive place of jurisdiction shall be Berlin, Germany.