



End User License Agreement (EULA)

Including License Terms, Commercial Conditions, Provisions on Quality and Remedies for Defects, and Limitation of Liability

DANIEL KARKOSCH

Maturity Model – All Editions

Provider / Rights Holder: DK-CONLATE

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END USER LICENSE AGREEMENT (EULA)

License Terms for the DK-CONLATE Maturity Model (B2B)

Document	End User License Agreement (EULA) for the DK-CONLATE Maturity Model (all Editions)
Version / Date	Rev.01 / October 2026
Classification	PUBLIC (provided to customers before contract conclusion)
Governing Law	Federal Republic of Germany

This EULA governs the Model. For Services (support, consulting, coaching), the T&C apply in addition (see Sections 22 and 25).

Provider

PROVIDER / LICENSOR	CUSTOMER / LICENSEE
Daniel Karkosch Sole trader operating under the business name DK-CONLATE Zum Jahnsportplatz 21 D-42553 Velbert, Germany Email: info@dk-conlate.com www.dk-conlate.com	As identified as licensee in the Order, the quotation or the checkout record (entrepreneur within the meaning of Section 14 BGB).



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Glossary of Terms & Abbreviations

EULA	End User License Agreement
T&C	the General Terms and Conditions of DK-CONLATE for Quotations and Services (B2B) in the version applicable when the order for Services is placed; they apply in addition to this EULA exclusively to Services (Sections 22 and 25)
DK-CONLATE	Daniel Karkosch, sole trader operating under the business name DK-CONLATE, at the service address in Section 30
Customer	the natural person acting in the course of a business or professional activity, or the legal entity or public-sector organization, identified as licensee in the applicable Order
Order	quotation, order confirmation, checkout record, Payment Provider order confirmation or other ordering document accepted by DK-CONLATE; for Services, the terms "Quotation" and "Engagement" of the T&C apply
Model	the DK-CONLATE Maturity Model in the ordered Edition, consisting of the macro-enabled Microsoft Excel workbook and all associated materials described in Section 3
Services	the services of DK-CONLATE governed by the T&C, in particular consulting, coaching, workshops, training, support with introduction and adaptation, interpretation support and chargeable support; the delivery of the Model, cure under Section 17 and the renewed provision of the download link under Section 21 are not Services
Payment Provider	the third-party payment provider acting as merchant of record for Orders placed through the checkout, as described in Section 19.1 (currently Paddle)
Deletion Confirmation	the confirmation in text form of deletion and non-disclosure described in Section 17.2.3(b)
Text Form	text form within the meaning of Section 126b BGB; an email is sufficient
Acceptance Record	the local record, stored in the workbook, of an Authorized User's confirmation of acceptance of this EULA, as described in Section 16.1 and Schedule 1
Documentation	the user documentation and system requirements supplied with the applicable Model version
Authorized User	the individual identified or designated by the Customer under the applicable license metric and permitted to access and use the Model on behalf of the Customer
Affiliate	an entity that directly or indirectly controls, is controlled by or is under common control with a party, where control means ownership of more than 50 percent of voting rights or equivalent management control.
User	an Authorized User acting on behalf of the Customer; obligations imposed on a User are also obligations of the Customer



User Content	all data, text, answers, ratings, assumptions and other content that the Customer or an Authorized User enters into or processes with the Model
Confidential Information	all non-public technical, commercial, contractual or organizational information identified as confidential or whose confidential nature should reasonably be apparent, including the Model, protected formulas, VBA procedures, scoring logic, methodology, credentials and Documentation
Intellectual Property Rights	copyrights and related rights, database rights, trademark and other distinctive-sign rights, design rights, patent and utility-model rights, trade secrets and know-how and comparable rights, whether registered or unregistered
Client-Use License	a license expressly authorizing use of the Model in services for identified external clients within the limits stated in the Order
Material Under-licensing	use outside the licensed scope that goes beyond a temporary or minor deviation, in particular continued use (i) by more than the licensed number of Authorized Users, (ii) by a legal entity not named in the Order or (iii) for clients without a Client-Use License, as well as any resale, sublicensing or public distribution of the Model. A deviation is deemed temporary and minor if the Customer ends it, or cures it by acquiring the required license, no later than 30 days after becoming aware of it or after notice from DK-CONLATE.
Named-User License	a license permitting use of the Model by the specific number of individually identified Authorized Users stated in the Order. Each Authorized User is identified by name; the license is personal to that individual and may be reassigned only under Section 9.1.
Single-Entity License	a license permitting use of the Model by the one legal entity identified as Customer in the Order and its Authorized Users; a maximum number of Authorized Users applies only where the Order or the ordered Edition states one. It does not extend to Affiliates, parent companies, subsidiaries or any other legal entity as users, unless the Order expressly states otherwise. Analyzing the Customer's sites, business units or – under the Enterprise Performance Edition – group companies with the Model is permitted; it does not confer any right of use on those companies.
Multi-User License	a license permitting use of the Model by up to the maximum number of concurrent or designated Authorized Users stated in the Order or the ordered Edition, all acting on behalf of the licensed Customer. Under the Enterprise Executive Edition, the number of Authorized Users, sites and countries is not limited (unlimited global roll-out); the Customer named in the Order and those Affiliates that are named in the Order or in a notice from the Customer confirmed by DK-CONLATE in text form are entitled to use the Model.
Static Output	a report, presentation, export or other document generated from the Model and provided in a non-editable form that does not contain, expose or make retrievable the Model file, editable worksheets, protected formulas, VBA procedures, scoring logic, controlled ranges, templates or administrator credentials.

**All Editions**

QUICK-CHECK EDITION - Perpetual License, Named-User License, 1 Authorized User

PROFESSIONAL EDITION - Perpetual License, Named-User License, up to 3 Authorized Users

ADVANCED EDITION - Perpetual License, Single-Entity License, up to 5 sites / Business Units

ENTERPRISE PERFORMANCE EDITION - Perpetual License, Single-Entity License, multi-site / group analytics

ENTERPRISE EXECUTIVE EDITION - Perpetual License, Multi-User License, global unlimited roll-out

1. Introduction

This End User License Agreement (“EULA”) governs the purchase, licensing, download, delivery, installation, access, use, operation, modification and reliance upon the DK-CONLATE Maturity Model and all associated materials.

The EULA constitutes the complete contractual framework governing the relationship between DK-CONLATE and the Customer concerning use of the Model. Services of DK-CONLATE, in particular support, consulting, coaching and training, are not covered by this EULA; the T&C apply to them in addition (see Sections 22 and 25). The EULA incorporates the former Terms of Use, License Terms, Commercial Conditions and liability notices into a single legally binding document.

2. Acceptance of EULA

This EULA shall be made available to the Customer before conclusion of the applicable Order. By expressly accepting this EULA in an Order, quotation, checkout process or other contracting process, the Customer agrees to be bound by it. Opening or using the Model and confirming the VBA acceptance gate provide additional confirmation but do not replace proper contractual incorporation before contract conclusion. The EULA is made available in a form that can be retrieved, stored and reproduced (PDF); the version applicable to the Order is provided again together with the delivery email or other delivery notice. For Orders placed through the checkout, the Order can be completed only after the Customer, or the person ordering on its behalf, has actively confirmed this EULA by ticking the mandatory checkbox provided in the checkout; without this confirmation, no checkout, purchase or conclusion of the contract is possible. The Customer shall ensure that the person who confirms this EULA in the checkout is authorized to do so on its behalf.

If the Customer or an Authorized User does not agree to this EULA, the Model must not be purchased, downloaded, accessed, opened, used, applied, modified, distributed or relied upon.

2.1 VBA-Based Acceptance Mechanism

The Model may use a VBA-based acceptance gate to restrict access to operational worksheets. Before accessing operational functionality, an Authorized User may be required to open and review this EULA, confirm that it has been read and understood, accept its terms and confirm exclusive business or professional use.

If acceptance is not provided or cannot be validated, operational access may remain restricted. The local acceptance record is operational evidence only. It does not independently verify identity or authority and does not replace an Order, a signed agreement or an appropriate external electronic-signature process where legally reliable evidence is required.

The confirmation in the acceptance gate is a condition for the operational use of the Model. If an Authorized User declines the confirmation, or if the confirmation cannot be validated, the Model must not be used for operational purposes and the operational worksheets remain restricted. Declining the confirmation in the acceptance gate does not constitute a defect of the Model and does not by itself entitle the Customer to a refund, price reduction or withdrawal; the statutory rights and the rights under Section 17.2 remain unaffected. If the Customer or an Authorized User has a reasonable objection to the acceptance gate or to the content of the local acceptance record (for example for data-protection or works-council reasons), the Customer shall notify DK-CONLATE in text form without undue delay and before any further use of the Model, so that the parties can clarify the situation in good faith (see Section 16.1).



3. Scope, B2B Use and Eligibility

The Customer shall identify the licensed legal entity and confirm its business or professional status in the applicable Order. Unless the Order expressly states otherwise, a license granted to one legal entity does not extend to its Affiliates, parent companies, subsidiaries, joint ventures, customers, suppliers, external consultants or other third parties.

This EULA governs all activities related to the Maturity Model, including its purchase, licensing, access, download, use, application, modification, distribution, and reliance.

The Model encompasses all related Excel files, formulas, scoring logic, dashboards, templates, documentation, layouts, graphics, calculations, text, structure, methodology, and associated materials.

The Model is offered exclusively to entrepreneurs, businesses, companies, legal entities, public-sector organizations, and professional users acting in the course of their business or professional activities. It is not intended for consumer use.

The Customer confirms that it enters into the applicable Order exclusively in the course of a business or professional activity and not as a consumer; for Orders placed through the checkout, it gives this confirmation by the express declaration provided there. Each Authorized User acts on behalf of the Customer and must comply with this EULA. The Customer is responsible for the acts and omissions of its Authorized Users in connection with the Model. The Customer is responsible for ensuring that its purchase and use of the Model comply with applicable law, internal policies and contractual obligations.

Where access to the Model or related materials is provided through an account, download portal, file-sharing platform, payment provider, or other access mechanism, the Customer shall ensure that each Authorized User maintains the confidentiality and security of access credentials, download links, passwords and access permissions.

DK-CONLATE reserves the right to refuse, cancel, or revoke access to the Model if DK-CONLATE has reason to believe that the Model has been purchased or used outside the intended business or professional context.

The Customer's confirmation of its business or professional status is a material condition of the Order. If it emerges that a person concluded the Order as a consumer contrary to that confirmation, DK-CONLATE may end the license and the affected Order with immediate effect in text form (by termination or withdrawal). Any fees already paid will be refunded against cessation of use and deletion of all copies; for Orders placed through the checkout, the refund is made through the Payment Provider in accordance with Section 19.1.

Mandatory consumer rights, where they nevertheless apply, remain unaffected. Any claim of DK-CONLATE arising from the incorrect confirmation remains reserved.

4. Description and Purpose of the Model

The agreed characteristics and functionality of the Model are limited to the applicable Order and the Documentation made available at contract conclusion. Marketing statements, demonstrations, screenshots and illustrative outputs do not constitute guarantees unless expressly agreed in text form.

DK-CONLATE provides the Model as a digitally delivered assessment and decision-support product. The Model may include Excel-based maturity model files, scoring logic, templates, dashboards, documentation, layouts, calculation logic, graphics, text, and associated materials made available by DK-CONLATE.



The Model is provided solely as a management, assessment, benchmarking, and decision-support tool to assist organizations in evaluating capabilities, processes, governance structures, operational maturity, and operational performance.

The Model is designed to support the following activities:

maturity assessments; capability evaluations; gap identification; prioritization discussions; benchmarking and management reporting; continuous improvement planning; and decision-support activities.

The Model is intended exclusively for informational, analytical and assessment purposes. It does not replace individual professional advice. The Customer remains responsible for all decisions and consequences arising from use of the Model.

5. Methodological Background

The structure, assessment logic, maturity interpretation, prioritization approach, and recommendation framework of the Model are informed by DK-CONLATE's practical experience spanning more than 15 years in Operational Excellence (OpEx), maturity assessments, organizational transformation, and collaboration with consulting and industrial improvement environments.

This methodological background is intended to support the practical relevance, usability, and professional structure of the Model. It does not constitute a guarantee of accuracy, completeness, suitability, business impact, financial outcome, implementation success, or specific maturity improvement.

Parts of the drafting, structuring, and analytical review process may have been supported by AI-assisted tools. Such AI-assisted support does not constitute an independent audit, legal review, financial review, certification, validation, professional assurance, or endorsement by any third party.

DK-CONLATE remains responsible for the final structure, content, and application logic of the Model.

6. No Professional Advice, Audit or Certification

The Customer shall ensure that no Authorized User relies on the Model as the sole basis for legal, tax, financial, regulatory, compliance, employment, safety or investment decisions. The Model does not constitute and shall not be interpreted as legal, tax, financial, regulatory, compliance, technical, organizational, operational or strategic advice, professional consultancy, an internal or external audit, certification, accreditation, a legal opinion, a financial review, regulatory assessment, formal assurance or confirmation of compliance with any law, regulation, standard, framework or industry requirement.

The Customer shall ensure that assessment outcomes are independently validated and that appropriate professional, legal, financial, tax, regulatory, technical or other specialist advice is obtained where required.

No output, recommendation, maturity level, score, roadmap or other result generated by the Model shall be regarded as replacing independent professional judgment, internal approval processes or organizational governance.

7. Nature of Assessment Results

As between the parties, the Customer retains its rights in User Content and Customer-specific results generated from User Content. DK-CONLATE retains all rights in the Model, methodology, scoring logic, formulas, templates, structures and generic components reflected in or required to generate those results. The right to use Customer-specific results does not create a right to extract, reproduce or reuse the protected methodology.



The Customer may use Model outputs for permitted internal purposes. External publication must not disclose protected methodology, scoring logic, formulas or confidential content and must not imply certification, endorsement or validation by DK-CONLATE. Use of DK-CONLATE names, logos or trademarks requires prior consent in text form, except for a purely factual statement identifying the licensed product.

All results generated by the Model are indicative and are based on the information, assumptions, responses, inputs, data and judgments provided during the assessment process.

The accuracy, completeness, usefulness and reliability of the results depend on the quality, completeness and accuracy of the User Content supplied by or on behalf of the Customer.

Any maturity levels, scores, ratings, rankings, benchmarks, recommendations, prioritizations, implementation roadmaps, dashboards, charts or other outputs generated by the Model are indicative assessments only. They must not be interpreted as objective, certified, officially recognized, audited, assured or industry-approved evaluations.

The Customer shall ensure that all inputs, formulas, calculations, outputs, assumptions, findings, recommendations and conclusions are appropriately reviewed, validated and verified before reliance.

8. Estimates, ROI and Financial Calculations

Any estimated savings, avoided consulting costs, investments, resource requirements, implementation durations, full-time-equivalent calculations, return-on-investment calculations, financial projections, business cases, productivity improvements, cost reductions, efficiency gains or similar quantitative outputs generated by the Model are illustrative estimates only.

Such outputs do not constitute guarantees, commitments, forecasts, promises, warranties, financial advice, investment advice or assurances of actual results.

The Customer is responsible for ensuring that all financial, operational, resource-related and strategic assumptions are appropriately validated before use in budgeting, investment decisions, business cases, management decisions or implementation activities.

DK-CONLATE does not guarantee that any estimated saving, avoided cost, investment amount, implementation duration, resource requirement, productivity improvement, efficiency gain or return on investment will be achieved.

9. License Grant

9.1 License Metric, Territory and Term

The applicable license type, Authorized User count, licensed Customer, licensed Affiliates, locations, territory, client-use permission, term, support entitlement and update entitlement are specified in the applicable Order. For Orders placed through the checkout, the license type and scope are determined by the ordered Edition as set out in the “All Editions” overview in the Glossary, unless the checkout record states otherwise. Unless the Order or the ordered Edition expressly states otherwise, the license applies worldwide to one Customer and one named Authorized User. Affiliates, the Customer’s customers, suppliers, external consultants and other third parties are not licensed.

The Customer may reassign the license to another individual where the former Authorized User has permanently ceased using the Model, provided that the reassignment is documented and DK-CONLATE is informed in text form before the new Authorized User begins use. Concurrent use by the former and new Authorized User is prohibited.



After full payment, the license is perpetual for the delivered Model version unless the Order expressly specifies a limited term. A perpetual license does not include updates, upgrades, support, maintenance, hosted access or future versions. Shared accounts do not increase the Authorized User count.

Subject to full payment, DK-CONLATE grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable license for the agreed scope and term. The license may be terminated only under Section 24, as provided in Sections 3, 10.1 and 17.2.3 or by mandatory law. Any transfer of the license or Model copy requires prior consent in text form, except to the extent a transfer right cannot legally be excluded. Any legally permitted transfer requires the transferor to cease all use and delete remaining copies, subject to mandatory retention obligations.

A Client-Use License authorizes use solely for the external clients, projects, Authorized Users and other limits stated in the Order. It does not permit transfer of the Model to a client unless the Order expressly authorizes that transfer.

Under a Client-Use License, the Customer may provide the identified client with Static Output, presentations and exported results generated for that client. Unless the Order expressly permits otherwise, the Customer may not provide the client with the Model, editable worksheets, protected formulas, VBA procedures, scoring logic, templates or administrator credentials.

The license does not authorize resale, sublicensing, publication, public repository upload, removal of proprietary notices or any claim of ownership. Rights not expressly granted remain reserved by DK-CONLATE.

10. Intellectual Property Rights

The restrictions in this EULA do not apply to the extent an activity is expressly permitted and may not be contractually excluded under Sections 69d or 69e of the German Copyright Act. Any such activity shall remain strictly limited to the legally permitted purpose and scope.

Third-party components, if any, remain subject to their respective license terms. In the event of a conflict concerning a third-party component, the applicable third-party terms govern that component only.

All intellectual property rights, ownership rights, copyrights, database rights, trade secrets, know-how, methodologies, frameworks, scoring models, formulas, calculations, VBA procedures, templates, dashboards, documentation, designs, layouts, graphics, text, structures, logic and associated materials contained within or related to the Model remain, to the extent they exist, the exclusive property of DK-CONLATE.

No ownership rights or intellectual property rights are transferred to the Customer or any Authorized User through the purchase, delivery, download, access, possession or use of the Model. The Customer receives only the limited right of use expressly granted under this EULA for exercise by its Authorized Users within the agreed license scope.

Unauthorized reproduction, copying, extraction, adaptation, translation, modification, distribution, publication, resale, sublicensing, reverse engineering, decompilation or other commercial exploitation of the Model, whether in whole or in part, is prohibited without the prior permission of DK-CONLATE in text form.

Copyright notices, proprietary markings, branding, legal notices and other identification features contained in the Model must not be removed, covered, altered or rendered unreadable.



10.1 Third-Party Intellectual Property Rights

DK-CONLATE is responsible for ensuring that the Customer's contractual use of the Model as delivered is not prohibited, within the European Economic Area, by Intellectual Property Rights of third parties. If a third party asserts such a claim against the Customer, the Customer shall notify DK-CONLATE in text form without undue delay, shall not acknowledge the claim without DK-CONLATE's consent and shall permit DK-CONLATE to conduct the defense and any settlement negotiations at DK-CONLATE's cost; the Customer shall support DK-CONLATE reasonably in doing so.

DK-CONLATE shall, at its own option and expense, either procure for the Customer the right to continue using the Model, modify the Model so that it no longer infringes while retaining its material functionality, or replace it with a non-infringing version of equivalent functionality. Where none of these options is reasonably available, either party may withdraw from the affected Order. In that case DK-CONLATE shall refund the license fee paid less an amount for the contractual use to date, calculated by straight-line depreciation over 36 months from delivery; for Orders placed through the checkout, the refund is made through the Payment Provider in accordance with Section 19.1. Further mandatory rights of the Customer remain unaffected.

DK-CONLATE's obligations under this Section 10.1 do not apply where the claim arises from modification of the Model by the Customer or a third party, from use outside the licensed scope or contrary to the Documentation, or from combination with software or data not supplied by DK-CONLATE, where the claim would not have arisen without that modification, use or combination.

Parts of the Model may have been created with the assistance of AI-supported tools (Sections 5 and 23). This Section 10.1 concerns third-party rights that stand in the way of using the Model; it does not contain any assurance that copyright or other intellectual property rights exist in favor of DK-CONLATE in all components of the Model.

DK-CONLATE's liability under this Section 10.1 is subject to the limits set out in Section 18.

11. Permitted Use

The Customer may create only those copies reasonably necessary for licensed operational use, version control and backup. Each copy remains subject to this EULA. The right to create a backup copy where required for securing future use remains unaffected by mandatory law.

Each Authorized User may use the Model exclusively on behalf of the Customer, for the Customer's lawful internal business and professional purposes and within the agreed license scope.

The Customer may permit only the number of Authorized Users specified in the Order to access and use the Model. Unless the Order expressly states otherwise, the license is limited to one named Authorized User. Persons who are not Authorized Users may receive Static Output or exported results for internal business purposes, provided that they do not receive access to the Model, protected logic, formulas, VBA procedures or editable worksheets.

The Model may be used to prepare internal reports, management presentations and decision-support materials. This permission does not authorize the Customer or any Authorized User to disclose, reproduce or distribute the Model itself, its protected formulas, scoring logic, VBA procedures, methodology or other proprietary components.

Any use of the Model for an external client, affiliated company, third-party organization, commercial assessment service, consulting engagement, audit, certification service or external benchmarking activity requires the prior authorization of DK-CONLATE in text form unless such use is expressly covered by a separately agreed license.



12. Prohibited Use

Technical access by system administrators or automated backup processes does not constitute licensed use, provided that those persons do not open, operate, analyze or otherwise use the Model for business purposes and remain subject to appropriate confidentiality and security obligations.

Storage in an access-controlled business repository is permitted solely where access is restricted to Authorized Users. Public links, unrestricted repositories, shared credentials and access by unlicensed Affiliates or third parties are prohibited.

The Customer shall not use the Model for any unlawful, fraudulent, misleading or unauthorized purpose.

The Customer shall not use the Model to mislead third parties, claim or imply an official certification, audit or assurance status, or represent any Model output as legally, financially, technically or professionally verified.

The Customer and each Authorized User shall not use the Model or DK-CONLATE Confidential Information to create, support or market a substantially derived competing product or service. This restriction does not prohibit independent development without use of the Model or DK-CONLATE Confidential Information.

The Customer shall not infringe DK-CONLATE's intellectual property rights or remove, obscure or alter DK-CONLATE branding, copyright notices, liability notices, confidentiality notices or other proprietary markings.

The Customer shall not publish the Model or make it accessible through public repositories, open collaboration platforms, unrestricted cloud storage, websites, online marketplaces, shared download locations or other channels through which unauthorized persons could obtain access.

The Customer shall not sell, rent, lease, lend, sublicense, assign, transfer, distribute or otherwise make the Model available to any third party except where expressly authorized in text form by DK-CONLATE.

The Customer shall not falsely represent an altered, unprotected, incomplete, outdated or unofficial copy of the Model as an authorized or current DK-CONLATE version.

13. Restrictions on Modification and Integrity of the Model

Entry of User Content and use of designated input fields in accordance with the Documentation do not constitute a prohibited modification.

The Customer shall not, and shall ensure that no Authorized User, modify, manipulate, delete, unlock, reverse engineer, remove protections from, alter protected formulas in, bypass restrictions in or create derivative works from the Model, except to the extent expressly authorized by DK-CONLATE in text form or permitted under mandatory applicable law.

Nothing in this Section restricts any activity that is expressly permitted and cannot be contractually excluded under Sections 69d or 69e of the German Copyright Act.

The parties expressly agree that observing, studying, reverse engineering or testing the Model, in particular its formulas, VBA procedures and scoring logic, with the aim of discovering trade secrets of DK-CONLATE is excluded as between the parties (Section 3(1) no. 2 lit. b of the German Trade Secrets Act (GeschGehG)), unless mandatory statutory rights, in particular under Sections 69d and 69e of the German Copyright Act, provide otherwise. The restrictions on use, disclosure and confidentiality contained in this EULA constitute reasonable confidentiality measures within the meaning of Section 2 no. 1 lit. b GeschGehG.



DK-CONLATE is not responsible for errors, inaccuracies, defects, altered results, calculation deviations, data loss, compatibility issues, corrupted files or other consequences arising from any modification, manipulation, deletion, translation, reverse engineering, unauthorized adaptation, improper use or unauthorized distribution of the Model by the Customer, an Authorized User or any third party, except to the extent DK-CONLATE is liable under Section 18 or applicable mandatory law.

If the Customer or an Authorized User modifies the Model, any results generated by the modified version are used entirely at the Customer's own risk. The Customer must not attribute such results to an authorized DK-CONLATE version unless DK-CONLATE has expressly approved the relevant modifications in text form.

The Customer is responsible for ensuring that only authorized, complete and controlled versions of the Model are used within its organization. The Customer shall implement appropriate version-control, release-management and access-control procedures.

13.1 Prohibited Circumvention and Manipulation

The Customer shall not, and shall ensure that no Authorized User:

1. bypasses, disables, removes, manipulates or circumvents the legal acceptance gate;
2. modifies, deletes, recreates, falsifies or otherwise interferes with the internal acceptance record, acceptance status or validation signature;
3. makes hidden or internal worksheets visible through unauthorized means;
4. removes, disables or bypasses worksheet protection, formula protection, workbook-structure protection or VBA-project protection;
5. extracts, discloses, shares or misuses administrator credentials, passwords or protection information;
6. modifies VBA procedures, protected formulas, scoring logic, controlled ranges, validation mechanisms or legal-document references; or
7. represents a modified, unprotected, incomplete, outdated or unofficial copy of the Model as an authorized or current DK-CONLATE version.

The restrictions in this Section 13.1 do not apply to the extent that an activity is expressly authorized by DK-CONLATE in text form or permitted under mandatory applicable law.

If the Customer becomes aware of unauthorized circumvention, disclosure of protection credentials or material alteration of a licensed copy, the Customer shall cease use of the affected copy, take reasonable steps to prevent further unauthorized use, preserve relevant evidence and notify DK-CONLATE without undue delay.

Subject to Section 18.1, DK-CONLATE is not responsible for loss, damage, incorrect output, loss of acceptance information, unauthorized disclosure, security incidents or other consequences caused by circumvention of safeguards, unauthorized modification, misuse of administrator credentials, use of altered or unsupported files, disabled macros, inadequate access controls or continued reliance on a modified or unsupported copy of the Model. This paragraph does not exclude or limit liability under Section 18 or applicable mandatory law.

14. Technical Limitations and Availability

The supported environment is defined in the Documentation applicable at delivery. A deviation caused exclusively by an unsupported environment, third-party conversion, unauthorized modification or operation contrary to the Documentation does not constitute a defect of the Model.

The Model is generally intended for use in supported Microsoft Excel desktop environments. DK-CONLATE does not warrant that the Model will operate without interruption, errors, compatibility



issues or functional limitations in every software environment, Microsoft Excel version, operating system, security configuration, macro configuration, language setting, regional setting, file-storage environment, cloud environment, virtual desktop, network configuration or organization-specific IT infrastructure.

The Customer is responsible for ensuring that its technical environment is suitable for opening, running, storing and using the Model.

Microsoft Excel, Microsoft 365, SharePoint, operating systems, antivirus software, endpoint-management systems, cloud platforms, virtual-desktop environments and other third-party components are outside the control of DK-CONLATE. Changes to those products, services, platforms or related policies may affect availability, macro execution, rendering, linked documents, formulas, protection settings or other aspects of the Model's behavior.

References to Microsoft products or other third-party products do not constitute a warranty, endorsement or assumption of responsibility by DK-CONLATE for the availability, security, performance or compatibility of such products.

DK-CONLATE may provide access to the Model through reasonable digital delivery methods but does not guarantee the uninterrupted availability of any download link, file-hosting platform, payment provider, communication channel or other third-party delivery service. This does not affect DK-CONLATE's delivery obligation and its commitment under Section 21 to provide a new download link or its liability under Section 18.

Temporary unavailability caused by technical issues, third-party services, maintenance, security settings, changes to external products or user-specific IT configurations does not create an entitlement to uninterrupted access or specific performance unless mandatory applicable law provides otherwise.

DK-CONLATE does not guarantee uninterrupted availability, technical compatibility, error-free operation, preservation of formatting or correct performance following file conversion, upload to third-party systems, modification, repair, export, storage in an unsupported environment or use with unsupported software.

14.1 Macro-Enabled Functionality and Security Limitations

The Customer shall verify the authenticity and trusted source of the file before enabling macros. Any digital signature, checksum or other verification information supplied by DK-CONLATE shall be checked before first use. The absence or invalidity of an expected verification feature must be treated as a security warning. A verification feature is "expected" only where the Documentation or the delivery notice identifies it as supplied for the relevant Model version.

The Model is provided as a macro-enabled Microsoft Excel workbook. Certain functions depend upon Microsoft Excel Visual Basic for Applications, or VBA, including controlled startup, legal acceptance validation, worksheet visibility control, worksheet and formula protection, workbook-structure protection, the opening of linked documents and selected user-interface functions.

These functions may not operate as intended where macros are disabled, blocked, removed, modified or unsupported by the relevant Microsoft Excel version, operating system, security configuration, cloud environment or organizational IT infrastructure.

Macro execution may also be restricted or prevented by antivirus systems, endpoint-management policies, Microsoft Office policies, Protected View, file-origin controls, blocked-content settings or changes introduced by Microsoft or other third parties.



Microsoft Office files downloaded from the internet or received by email are regularly marked by Microsoft Windows and Microsoft Office with an origin marker (“Mark of the Web”); macros in such files are then blocked by default. After verifying the checksum, the Customer shall unblock the file in accordance with the Documentation (for example via the file properties) or set up the release in accordance with its own IT policies. DK-CONLATE provides this instruction in the Documentation and in the delivery email.

Macros should be enabled only where the Model was obtained through an authorized and trusted distribution channel. The Customer remains responsible for malware scanning, endpoint protection and compliance with its applicable organizational information security policies.

Where macros are disabled, removed, blocked, modified or unsupported, the Model may not operate as intended. Legal acceptance validation, controlled startup, worksheet visibility, protection mechanisms, linked-document opening and other supported functions may become unavailable or unreliable.

Worksheet protection, workbook-structure protection, hidden or very hidden worksheets, formula hiding, VBA-project protection, passwords and the internal validation signature are operational controls intended to reduce unintended modification and support controlled use. They do not constitute encryption, digital rights management, cryptographically secure integrity protection, identity verification or protection against deliberate technical manipulation.

DK-CONLATE does not warrant that the protection configuration will remain effective after the Model is saved in another format, opened in unsupported software, used with disabled macros, modified through VBA, changed through third-party repair or conversion tools, altered through workbook XML, affected by file corruption or used following updates to Microsoft Excel, the operating system or other third-party components.

15. Customer Responsibility and User Content

As between the parties, User Content remains under the Customer’s control. No right to access or use User Content is granted to DK-CONLATE unless separately agreed for support or other services. The Customer shall avoid entering special-category, highly sensitive or unnecessary personal data unless an appropriate legal basis and safeguards exist.

The Customer is responsible for the accuracy, completeness, currency and legality of all User Content entered by or on behalf of the Customer.

The Customer is responsible for reviewing and validating assessment results, verifying formulas and outputs before use, obtaining necessary internal approvals and ensuring compliance with applicable laws, regulations, standards, internal policies and contractual obligations.

The Customer is responsible for all decisions and actions taken on the basis of the Model, including operational decisions, financial decisions, investments, strategic initiatives, organizational changes, implementation measures, resource allocations, budgeting decisions and management approvals.

The Customer confirms that it possesses all necessary rights, permissions, approvals and legal bases to enter, process, store and use User Content in connection with the Model.

The Customer shall ensure that only Authorized Users can access the Model and shall maintain suitable backup copies of the Model and related data.

The Customer shall indemnify and hold harmless DK-CONLATE from claims of third parties, including reasonable legal defense costs, arising from the Customer or an Authorized User having entered or processed User Content without the necessary rights, or having used, passed on or made accessible



the Model outside the licensed scope or in breach of Sections 9 to 13, to the extent the Customer is responsible for the breach of duty. DK-CONLATE shall inform the Customer without undue delay, shall not acknowledge claims without consulting the Customer and shall give the Customer a reasonable opportunity to defend against them.

15.1 Customer Security Responsibilities

The Customer shall apply least-privilege permissions, suitable access revocation, controlled version distribution and encryption where required by the sensitivity of the data. The Customer remains responsible for incident response within its own systems and storage environments.

The Customer is responsible for implementing appropriate technical and organizational measures for the storage, access, distribution and use of the Model.

The Customer must not rely solely upon worksheet protection, workbook-structure protection, hidden worksheets, VBA-project protection, passwords or the internal validation signature to protect confidential, personal or commercially sensitive information.

The Customer must implement access-controlled file storage and appropriate Microsoft 365, SharePoint or file-system permissions. The Customer must also maintain controlled distribution of authorized workbook versions, suitable change-management and release-management arrangements, regular backups, endpoint security, malware protection and restricted access to administrator credentials.

Important Model outputs must be independently validated before decisions are made.

Confidential or personal information must not be regarded as secure merely because it is stored in a protected, hidden or very hidden worksheet. Where confidentiality requires access restriction, the Customer must use suitable file-level encryption, permissions and organizational access controls.

Technically experienced persons, external tools or unsupported modifications may be able to inspect, alter, remove or bypass some or all of the operational controls contained in the Model.

16. Data Protection and Confidentiality

Each party shall use the other party's Confidential Information solely to perform the agreement or exercise rights under it and shall protect that information with at least reasonable care. Access shall be limited to persons who need the information for those purposes and are bound by appropriate confidentiality obligations.

The Customer is responsible for ensuring that personal data, confidential information, business data and third-party information entered into or processed with the Model are handled in accordance with applicable law, confidentiality obligations, internal policies and contractual requirements. The Customer shall not enter or process data without the necessary rights, permissions and legal basis.

Unless expressly agreed otherwise, DK-CONLATE does not act as a hosting provider, processor, backup provider, monitoring provider or ongoing data-processing service provider for User Content. DK-CONLATE does not retain a Customer-specific backup copy of a completed workbook and is not responsible for restoring User Content.

Personal data of the ordering person is processed as described in DK-CONLATE's privacy notice; the Payment Provider processes personal data as an independent controller under its own privacy notice.

For the delivery of the download link, DK-CONLATE processes the email address provided at checkout and uses service providers for this purpose (currently Brevo and Cloudflare); details are set out in the privacy notice.



This EULA is made available to the Customer before conclusion of the contract and, like the Order, is not Confidential Information of DK-CONLATE. The Customer may disclose it in particular to its legal, procurement and compliance personnel and to professional advisers who need it.

16.1 Local Acceptance Record and Privacy Responsibilities

The Customer shall configure and use the acceptance record in accordance with data minimization requirements, provide any required privacy information, define an appropriate retention period and delete or anonymize the record when it is no longer necessary, subject to legal retention obligations.

When an Authorized User confirms acceptance of this EULA, the Model may create and maintain a local acceptance record within the workbook.

The intended local acceptance data fields and their functionality are described in Schedule 1 to this EULA and in the product privacy information document identified in the Documentation applicable to the relevant Model version, stating its title and version number. DK-CONLATE shall make that document available together with the Model or on request at the contact address in Section 30.

Depending upon the system configuration, that local record may include the acceptance status, the date and time of acceptance, an invariant acceptance timestamp, the Windows username, the Microsoft Excel username, the computer name and user domain where available, the workbook filename and workbook version, the applicable EULA version, configured legal-document filenames, the Microsoft Excel version and an internal validation signature.

The acceptance record is stored locally within the workbook and is not automatically transmitted to DK-CONLATE.

Where a Customer receives, stores, distributes, copies, archives or otherwise processes a workbook containing such information, the Customer is responsible for complying with applicable privacy, data-protection, employment, works-council, information-security, retention and deletion requirements.

The Customer is responsible for determining an appropriate legal basis for the processing, providing any required privacy information to affected persons, restricting access to the information and responding to applicable data-subject rights.

This EULA does not constitute a complete privacy notice for the Customer's operation of the Model. Where required, the controller should provide separate privacy information at the time of collection, including information regarding the controller's identity and contact details, the processing purposes and legal basis, recipients, retention periods, data-subject rights, complaint rights, consequences of non-provision and any applicable automated-decision information.

Unless DK-CONLATE separately receives or otherwise processes a completed workbook, the organization determining the purposes and means of operating, storing and distributing the workbook is generally responsible for assessing and fulfilling the applicable data-protection obligations. The actual allocation of data-protection roles depends upon the relevant deployment and processing arrangement.

Before operational release, the organization using the Model should assess whether the Windows username, Microsoft Excel username, computer name and domain name are necessary for the stated purpose. Any data field that is not required should be removed or made configurable where technically and contractually appropriate.

16.2 Support Processing and Data Processing Agreement

The parties shall assess their respective data-protection roles for each support or professional service. Where DK-CONLATE processes personal data solely on documented instructions of the Customer, the



parties shall conclude an agreement meeting Article 28 GDPR before processing begins. Where DK-CONLATE acts as an independent controller, DK-CONLATE shall provide the information required by applicable data-protection law.

The Customer shall not provide personal or confidential information unnecessary for the support purpose. DK-CONLATE shall not submit Customer Confidential Information or personal data to an external AI-assisted service without an appropriate legal basis, suitable safeguards and any required Customer authorization.

Where no data processing agreement has been concluded, DK-CONLATE shall not commence the affected service and shall instead request the Customer to remove or anonymize the relevant personal data before submission. A delay caused by the absence of a required data processing agreement is not attributable to DK-CONLATE.

16.3 Confidentiality Exceptions and Duration

Confidentiality obligations do not apply to information that the receiving party can demonstrate was lawfully known without restriction, became public without breach of this EULA, was lawfully received from a third party without confidentiality obligation, or was independently developed without use of the other party's Confidential Information. Disclosure required by law is permitted to the minimum extent necessary, and the disclosing party shall, where legally permitted, be informed in advance. Trade secrets remain protected for as long as they qualify as trade secrets; other Confidential Information remains protected for five years after termination.

Upon request in text form following termination, each party shall return or delete the other party's Confidential Information to the extent reasonably possible, except for copies that must be retained under applicable law, established backup cycles or legitimate documentation requirements. Retained information remains subject to the confidentiality obligations of this EULA.

17. Quality and Remedies for Defects

The Model and all related materials are provided solely for informational, analytical, assessment, benchmarking, management and decision-support purposes. The Model does not constitute legal, tax, financial, regulatory, compliance, technical, organizational, operational or strategic advice, an audit, certification, accreditation, professional consultancy or formal assurance.

All outputs are indicative and illustrative only and must be independently reviewed, validated and interpreted before use in operational, financial, strategic, organizational, investment, compliance, budgeting, business case or implementation decisions.

The agreed quality of the Model is determined by the expressly agreed specification, the Order and the Documentation. Beyond that, neither uninterrupted or error-free operation in every environment, nor completeness, nor fitness for a particular purpose beyond the intended use described in the Documentation, nor achievement of a particular business, financial, compliance, performance or maturity outcome is agreed as a quality of the Model. The Customer's statutory rights in respect of defects remain unaffected in accordance with Sections 17.2, 17.3 and 18.

Any expressly agreed product specification or guarantee remains unaffected. DK-CONLATE's liability is governed by Section 18.

17.1 Acceptance Record and Protection Limitations

The internal acceptance record and validation signature provide a local operational indication that acceptance information was recorded within the workbook. They do not constitute independent proof of the identity or authority of the Authorized User using the relevant computer, verification of that person's authority to bind an organization, a qualified or advanced electronic signature, an externally



timestamped or immutable audit trail, proof that every provision of this EULA was read or a substitute for separately executed contractual documentation.

The internal acceptance record does not independently verify the authenticity of the recorded username, computer name or domain information. It does not establish that the recorded individual personally operated the device, reviewed every provision or possessed sufficient authority to bind an organization legally.

Where legally reliable evidence of acceptance is required, the Customer must use an appropriate external contracting, approval, electronic-signature or records-management process.

DK-CONLATE does not warrant that the local acceptance record, validation signature or protection configuration cannot be copied, inspected, modified, deleted, damaged, corrupted or technically circumvented. Technically experienced persons, external tools or unsupported modifications may be able to inspect, alter, remove or bypass some or all of the operational controls.

17.2 Defects and Cure

Where statutory defect rights apply, the Customer shall notify DK-CONLATE in text form of a reproducible defect in accordance with Section 17.2.1 and provide the Model version, technical environment, a description of the issue and reasonable reproduction steps. DK-CONLATE shall first be entitled, at its reasonable discretion, to remedy the defect or provide a replacement copy within a reasonable period.

A defect does not exist solely because the Model is used in an unsupported environment, modified without authorization, operated contrary to the Documentation or fails to achieve a business, financial, compliance or maturity outcome that was not expressly guaranteed. Mandatory defect rights remain unaffected.

17.2.1 Inspection and Notice of Defects

(a) The Customer shall inspect the delivered Model without undue delay and in any event within 14 days (for the Enterprise Performance Edition and the Enterprise Executive Edition: 30 days) (the "Inspection Period"). The Inspection Period begins upon the first download of the Model by the Customer, and in any event 7 days after delivery under Section 21. The inspection includes verifying the file integrity against the checksum provided by DK-CONLATE, opening the Model in a supported environment, enabling macros in accordance with the Documentation and testing the principal functions described in the Documentation.

(b) Any defect shall be notified to DK-CONLATE in text form to the email address stated in Section 30 within 7 days after the Customer has discovered it. A defect that was discernible during a proper inspection under paragraph (a) is deemed discovered at the latest upon expiry of the Inspection Period. Timely dispatch of the notice is sufficient.

(c) The notice shall contain the information required by Section 17.2. If the notice is incomplete, DK-CONLATE may request the missing information within a reasonable additional period; the notice period is then deemed met if the information is supplied within that period.

(d) Where both parties are merchants within the meaning of the German Commercial Code, Sections 377 and 381 of the German Commercial Code (HGB) apply in addition. Otherwise, a failure or delay in inspecting the Model or notifying a defect does not result in the loss of statutory defect rights; however, DK-CONLATE is not responsible for damage and additional expense that could have been avoided by timely notice (Section 254 BGB). The periods in this Section are not extended by continued use of the Model, internal clarification or negotiations, unless DK-CONLATE has agreed to an extension in text form.



(e) Paragraph (d) does not apply where DK-CONLATE has fraudulently concealed the defect or has expressly assumed a guarantee for the relevant characteristic, or where liability cannot be excluded under Section 18.1 or mandatory law.

17.2.2 Cure and Cooperation

(a) DK-CONLATE may, at its reasonable discretion, remedy a notified defect by correction, by a workaround that does not materially impair the agreed functionality, or by providing a replacement copy, within a reasonable period.

(b) The Customer shall cooperate reasonably, in particular by providing the affected file, its checksum, the Microsoft Excel and operating-system version, screenshots or error messages and a description of how the issue can be reproduced. A defect must be reproducible with the unmodified Model as delivered by DK-CONLATE.

(c) Cure is deemed to have failed after two unsuccessful attempts, unless the nature of the defect or other circumstances require otherwise.

17.2.3 Price Reduction, Withdrawal and Effects of Withdrawal

(a) If cure has failed, the Customer may reduce the price or withdraw from the affected Order in accordance with statutory law. Withdrawal shall be declared in text form.

(b) In case of withdrawal, the Customer shall without undue delay cease all use of the Model and delete all copies, including backup copies to the extent technically possible and not subject to mandatory retention obligations. The Customer shall confirm in text form, through an authorized representative, (i) the deletion, (ii) the number of copies and Authorized Users concerned and (iii) that neither the Model nor any editable or protected content has been disclosed to third parties (the "Deletion Confirmation").

(c) The refund is payable concurrently against receipt of the Deletion Confirmation (Section 348 BGB); DK-CONLATE may withhold the refund until the Deletion Confirmation has been received. Where the Order was placed through the checkout, the refund is made through the Payment Provider in accordance with Section 19.1.

(d) Statutory rights, including claims for damages subject to Section 18, remain otherwise unaffected.

17.3 Limitation Period

Claims of the Customer based on defects become time-barred twelve months after delivery of the relevant Model version, except where a longer period is mandatory by law. The statutory limitation periods apply to defects of title under Section 10.1. Other claims of the Customer for damages under Section 18.2 become time-barred one year after the statutory commencement of the limitation period (Section 199(1) BGB), subject to the following paragraph.

The statutory limitation periods continue to apply to claims for damages based on intentional misconduct or gross negligence, injury to life, body or health, fraudulent concealment of a defect, an expressly assumed guarantee, claims under the German Product Liability Act and any other claim for which a shortened limitation period is not permitted.

18. Limitation of Liability

The exclusions and caps in this Section do not apply to the cases of unlimited liability stated in Section 18.1.

The liability provisions contained in this section apply to contractual, pre-contractual, statutory and other claims arising from or related to the purchase, licensing, delivery, access, use, operation,



interpretation, modification or inability to use the Model, as well as reliance upon its inputs, calculations, outputs, assessments, scores, recommendations or other results.

Mandatory statutory liability provisions remain unaffected.

18.1 Unlimited Liability

Nothing in this EULA shall exclude or limit DK-CONLATE's liability where such exclusion or limitation is not permitted under applicable law.

DK-CONLATE shall remain liable without limitation for damages caused by intentional misconduct or gross negligence, damages arising from injury to life, body or health, liability under mandatory statutory provisions, liability arising from an expressly assumed guarantee, liability for fraudulent concealment and any other liability that cannot legally be excluded or limited.

Any mandatory product-liability obligations and other non-excludable statutory claims remain unaffected.

18.2 Liability for Slight Negligence

In cases of slight negligence, DK-CONLATE shall be liable only for the breach of a material contractual obligation (cardinal obligation).

Material contractual obligations are obligations whose performance first enables the proper fulfillment of the agreement and upon whose fulfillment the Customer may ordinarily rely.

In such cases, DK-CONLATE's liability shall be limited to the foreseeable damage typical for the relevant agreement, subject to a maximum of the amount determined under Section 18.4 for the Edition concerned per damage event. Several losses arising from the same cause count as one damage event.

Otherwise, liability for damage caused by slight negligence is excluded.

The Customer remains responsible for validating Model outputs before making operational, financial, strategic, organizational, investment or implementation decisions. Contributory fault of the Customer, in particular failure to validate outputs or to maintain backups, is taken into account under Section 254 BGB.

18.3 Indirect and Consequential Damages

Subject to Section 18.1, DK-CONLATE shall compensate indirect, incidental and consequential damage – including loss of profit, loss of revenue, loss of opportunity, loss of goodwill, business interruption, loss of savings, loss of expected benefits and the costs of substitute products or services – only within the scope of Section 18.2, that is, only to the extent that it was foreseeable at the time of contract conclusion as a typical consequence of the breach of a material contractual obligation. Punitive damages are not owed.

To the extent damage is attributable to unsupported environments, incorrect or incomplete input, unvalidated output, disabled macros, unauthorized modification, circumvention of safeguards, loss of local acceptance information, inadequate Customer security measures or continued reliance upon a modified or unsupported copy of the Model, and DK-CONLATE is not responsible for it, liability is excluded; otherwise, contributory fault of the Customer is taken into account under Section 254 BGB.

The exclusions do not apply where liability cannot be excluded under applicable mandatory law.

This Section 18.3 does not limit liability under Section 18.1.



18.4 Data Loss and Liability Cap

Where DK-CONLATE is liable for loss of data, liability is limited to the reasonable restoration costs that would have arisen if the Customer had maintained appropriate and regularly tested backups, subject to Section 18.1.

The maximum amount per damage event equals the license fee agreed in the applicable Order for the Edition affected by the damage event, excluding VAT and other taxes. Where a damage event affects several Editions, the highest of the affected license fees applies once; in total, DK-CONLATE's liability per damage event shall not exceed EUR 25,000. Where a damage event also concerns Services within the meaning of the T&C, Section 10.6 of the T&C applies; the maximum amounts under this EULA and under the T&C are not added together.

For Services within the meaning of the T&C, in particular support, consulting and coaching, Section 10 of the T&C applies exclusively; the maximum amounts under this EULA do not apply to them. Where the applicable Order expressly specifies a different liability cap, that cap applies instead of the cap under Section 18.2.

The liability cap applies to the aggregate of all claims arising from one damage event and is not multiplied by the number of claims, Authorized Users or Model copies.

The limitations and exclusions of liability in this Section 18 also apply for the benefit of DK-CONLATE's employees, vicarious agents and subcontractors and with regard to their personal liability.

The Model and its outputs are intended for the Customer. Third parties, in particular the Customer's Affiliates, shareholders, lenders, investors, insurers and clients, may not rely on them, even if Static Output or exported results are made available to them. No contract with protective effect in favor of third parties is established; third parties acquire no claims against DK-CONLATE under this EULA.

No cap applies to intentional misconduct, gross negligence, injury to life, body or health, fraudulent concealment, an expressly assumed guarantee, mandatory product liability or another case in which liability cannot legally be limited.

19. Fees, Payments and Invoicing

Fees, license prices, taxes and payment conditions are specified in the Order, checkout record, invoice or another individually agreed document. Unless agreed otherwise, the license becomes effective only after full payment. Invoices are payable in EUR within 14 calendar days from the invoice date without deduction.

DK-CONLATE currently applies the small-business regulation under Section 19 UStG; no value added tax is shown or charged. Where DK-CONLATE ceases to qualify for that regulation, or where the applicable tax treatment changes by law, statutory value added tax applies in addition from the date the change takes effect. For fees that DK-CONLATE invoices itself, the Customer bears taxes, duties and charges incurred abroad, including any withholding taxes; they do not entitle the Customer to any deduction from the fees.

DK-CONLATE shall not begin chargeable support or consulting without informing the Customer of the applicable rate or estimate and obtaining prior approval in text form. Section 22 and the T&C apply.

The Customer is in default upon expiry of the payment period without any further reminder (Section 286(2) BGB). In the event of default in a B2B transaction, DK-CONLATE may claim statutory default interest at nine percentage points above the applicable base interest rate and the statutory EUR 40 late-payment lump sum pursuant to Section 288(5) BGB, where applicable. Additional reminder or



recovery costs may be claimed only to the extent actually incurred, legally recoverable and not already compensated by that statutory lump sum.

The Customer may set off claims that are undisputed, finally adjudicated or expressly accepted by DK-CONLATE. Statutory rights of retention arising from the same contractual relationship remain unaffected. A payment dispute does not release the Customer from paying undisputed amounts when due.

DK-CONLATE may suspend unpaid support, consulting and future deliverables until outstanding amounts are paid, subject to mandatory law.

19.1 Checkout and Payment Provider

Orders placed through the DK-CONLATE website checkout are processed by a third-party payment provider acting as merchant of record (the "Payment Provider", currently Paddle). The Payment Provider is responsible for payment processing, the collection and remittance of applicable taxes, invoicing for such Orders and the handling of payment-related refunds and chargebacks under its own terms, which the Customer accepts at checkout.

Irrespective of this, DK-CONLATE, as licensor, remains directly responsible to the Customer for delivery of the Model, its quality, defect rights under Section 17, liability under Section 18 and support under Section 22. The Customer may assert these rights directly against DK-CONLATE. The Payment Provider is not a party to this EULA.

The license to the Model is granted by DK-CONLATE exclusively under this EULA. In case of conflict regarding payment, taxation, invoicing and payment refunds, the Payment Provider's terms prevail for such Orders; in all other respects this EULA prevails. The statements in this Section 19 on payment periods, tax treatment and default interest apply to Orders placed through the checkout only where compatible with the Payment Provider's invoice. Support, consulting and other services not purchased through the checkout are invoiced directly by DK-CONLATE under this Section 19 and Section 22. For Orders placed through the checkout, any value added tax is shown and charged solely by the Payment Provider in its invoice.

20. Purchase Finality, Refunds and Payment Disputes

Before purchase, the Customer is responsible for reviewing the available description, specifications, Documentation, screenshots, demonstrations and other information concerning the Model. By purchasing, the Customer confirms having had a reasonable opportunity to assess whether the Model meets its requirements.

Unless required by mandatory law or expressly agreed otherwise, all sales are final once the Model has been delivered. This does not restrict statutory defect rights, claims concerning unauthorized or duplicate transactions, or other rights that cannot legally be excluded.

For Orders placed through the checkout, payment-related refunds and chargebacks are additionally subject to the Payment Provider's terms in accordance with Section 19.1. This Section 20 does not limit the Customer's rights under those terms. Complaints concerning a Model that has already been used are subject to Sections 17.2.1 to 17.2.3.

The Customer shall not initiate a chargeback in bad faith or use a chargeback as a substitute for communicating and seeking to resolve a bona fide contractual dispute with DK-CONLATE.

21. Delivery, Access and Updates

DK-CONLATE may designate Model versions as supported, limited-support or unsupported. Unless expressly agreed otherwise, DK-CONLATE is not obligated to provide security updates, compatibility



updates or corrections for a perpetual version. Where a critical correction is made generally available for a supported version, the Customer remains responsible for timely installation.

The current support status of a Model version, where applicable, shall be stated in the applicable Documentation or release information. A designation as “supported” does not create an obligation to provide a particular response time, correction or update unless expressly stated in the Order.

For Orders not placed through the checkout, delivery is completed when the download link or file is made available to the Customer at the email address, account or transfer location agreed in the Order; any limited download period is stated in the Order or delivery notice. For Orders placed through the checkout, the following paragraph applies. The Customer shall verify file integrity and notify DK-CONLATE without undue delay if the delivery is inaccessible or corrupted.

For Orders placed through the checkout, DK-CONLATE provides a personal, access-controlled download link and sends it by email to the address the Customer provided at checkout. Delivery is completed when the email containing the download link has been sent to that address, unless DK-CONLATE receives an automated delivery-failure notice for that email; in that case, delivery is completed when the link has been successfully sent to the same or a corrected address. The link is valid for five (5) days from dispatch and can be retrieved a maximum of three times. The delivery email contains the SHA-256 checksum of the delivered file. The Customer shall ensure that the email address provided is correct and reachable and that the message is not blocked by the Customer’s own filters. If the email does not arrive within a reasonable time, or if the link has expired, has been exhausted, is inaccessible for reasons not attributable to the Customer, or the file is corrupted, DK-CONLATE will provide a new link without charge upon request in text form within 12 months of delivery.

For delivery, DK-CONLATE uses third-party service providers, currently Cloudflare (storage and delivery of the file) and Brevo (sending of the delivery email). Section 19.1 applies to payment, taxes, invoicing and payment-related refunds; Paddle is currently used for this purpose. DK-CONLATE may replace these service providers with equivalent ones. DK-CONLATE’s responsibility for delivery under this Section 21 remains unaffected; Section 18 applies.

Unless otherwise agreed in text form, the Model is delivered digitally.

DK-CONLATE may provide the Model through a download link, email, digital transfer or another reasonable delivery method.

The Customer is responsible for downloading, securely storing and backing up the delivered Model.

Purchase of the Model does not include a right to future updates, upgrades, new versions, bug fixes, customizations, enhancements or additional documentation unless such a right has been expressly agreed in text form.

DK-CONLATE may update, modify, improve, suspend or discontinue the Model for future Orders and future versions at any time without being obligated to provide corresponding updates or replacement versions to previous purchasers, unless separately agreed or required by applicable mandatory law. The Customer’s right to use the delivered Model version within the agreed scope remains unaffected.

Temporary unavailability of a download link or third-party delivery service does not create an entitlement to permanent hosting or uninterrupted access unless this has been expressly agreed. This does not affect the Customer’s right to a new download link under this Section 21.

21.1 Version Validation and Renewed Acceptance

Where the acceptance-record functionality is enabled, the record shall contain the fields identified as mandatory in the applicable Documentation and may contain the additional technical fields described



in the Documentation and the applicable product privacy information. A filename alone does not establish document identity.

The Model may validate a recorded acceptance against the current workbook version, EULA version and configured legal-document filenames.

An Authorized User may be required to review and accept the applicable EULA again where the Model or EULA version has changed, a configured legal-document filename has changed, the acceptance record has been deleted, altered, damaged or corrupted, the internal validation signature cannot be verified or the controlled acceptance configuration has otherwise changed.

A previously recorded acceptance does not create a right to continue using a later version of the Model under superseded terms.

The applicable Documentation is the version identified in the Order or delivered with the relevant Model version. Later Documentation applies to an existing licensed version only where expressly stated or agreed. If a document hash is recorded, the Documentation shall identify the hashing method and the authoritative EULA file to which the hash relates.

The validation payload may use a stable product identifier and an invariant timestamp. The workbook filename may be recorded for information without being part of the validation signature, so a change to the workbook filename alone does not necessarily invalidate acceptance.

Renewed acceptance through the Model remains subject to the evidentiary limitations described in this EULA and does not replace a separately executed agreement where such an agreement is required.

22. Support, Optional Services and Relationship to the T&C

The purchase or license of the Model does not include consulting, training, workshops, implementation support, customization, technical support, troubleshooting, interpretation support or email support unless expressly agreed in the Order or another agreement in text form.

Email-based inquiries may be reviewed without charge for an initial assessment of up to 15 minutes. If DK-CONLATE reasonably expects further work to be chargeable, DK-CONLATE shall inform the Customer of the applicable rate or provide an estimate. No chargeable work shall commence without the Customer's prior approval in text form.

Unless otherwise agreed in text form, approved chargeable support and consulting services are billed at EUR 350 per hour in 15-minute increments. Section 19 applies to value added tax. Services are subject to availability and do not guarantee that a requested issue or outcome can be resolved.

Services, even where they concern the Model or are ordered together with it, are governed exclusively by the T&C, in particular as regards scope and form of Services including online and on-site Services (Section 3), cooperation (Section 4), fees, travel time, travel expenses and cancellation and postponement fees (Section 6), confidentiality and data protection (Section 8) and liability (Section 10).

DK-CONLATE shall provide the T&C before Services are commissioned, in a form that can be retrieved, stored and reproduced, as a rule together with the quotation. The T&C become part of the contract upon acceptance of the quotation or placing of the order. Orders placed through the checkout that concern only the Model are governed by this EULA alone.

The delivery of the Model, cure under Section 17 and the renewed provision of the download link under Section 21 are not Services; they are governed exclusively by this EULA.



The license (EULA) and Services (T&C) are legally independent contracts, even where they are combined in a joint quotation or a joint invoice (Section 1.9 of the T&C). Section 25 governs the order of precedence.

Support, explanations, recommendations and interpretations in connection with the Model are governed by the T&C, including their liability provisions (Section 10 of the T&C). They do not alter the agreed quality of the Model (Section 17). Fees for Services are invoiced under Section 6 of the T&C.

23. Third-Party Links, Tools and AI-Assisted Support

DK-CONLATE shall not submit Customer Confidential Information or personal data to an external AI-assisted service for support purposes without an appropriate legal basis, suitable safeguards and any Customer authorization required by applicable law or contract.

The Model, its documentation, delivery process or related materials may refer to or interact with third-party websites, platforms, payment providers, cloud services, email delivery services, software, tools or resources.

DK-CONLATE is not responsible for the availability, content, contractual terms, security, data handling, performance or suitability of third-party links, platforms, services or tools used by the Customer or an Authorized User.

The Customer is responsible for reviewing and complying with the applicable terms, privacy notices, security requirements and technical conditions of third-party services.

The drafting, structuring, analytical review or documentation of the Model may have been supported by AI-assisted tools or other third-party software. Such support does not constitute independent validation, legal review, financial review, professional assurance, audit, certification, accreditation or endorsement by the relevant tool provider or any other third party.

The use of AI-assisted or third-party tools during development does not transfer responsibility for the Customer's validation of the Model or its outputs.

DK-CONLATE does not warrant or guarantee the performance, availability, output quality, accuracy, security, continued operation or suitability of third-party software, platforms or tools used by the User in connection with the Model.

This Section 23 does not exclude DK-CONLATE's responsibility for the delivery of the Model under Section 21 where DK-CONLATE uses third-party storage, content-delivery, email or payment providers for that purpose; Section 18 applies.

24. Termination of Rights

In case of a material breach of this EULA by the Customer, including infringement of intellectual property rights, unauthorized distribution, Material Under-licensing, non-payment of purchase or license fees, or prohibited use, DK-CONLATE may withdraw from the contract in accordance with statutory law (Section 323 BGB) or, where the legal relationship is to be regarded as a continuing obligation, terminate for good cause (Section 314 BGB). Except where a breach is incapable of cure, repeated after prior notice, requires immediate action to prevent material harm or infringement, or where a deadline is dispensable under statutory law, the declaration in text form requires prior notice in text form and a reasonable cure period.

Non-payment of support or consulting fees permits DK-CONLATE to suspend the affected support or service and future deliverables until payment, but does not by itself terminate a fully paid perpetual license unless the non-payment constitutes a material breach of the applicable Order.



Upon termination, the Customer shall cease use and, where legally permissible, delete or destroy unauthorized, unpaid or unlawfully distributed copies. Upon reasonable request, the Customer shall confirm compliance in text form. Unwinding is governed by statutory law (Sections 346 et seq. BGB). Termination does not require remote technical deactivation or access to Customer systems.

Accrued rights and provisions concerning payment, confidentiality, intellectual property, liability and post-termination obligations survive termination.

Effective termination of this EULA for a material breach by the Customer entitles DK-CONLATE also to terminate ongoing Services relating to the Model for good cause under Section 11.5 of the T&C. Otherwise, Services remain unaffected by termination of this EULA.

24.1 Assignment and Legal Succession

The Customer may not assign or transfer this EULA or any license right without DK-CONLATE's prior consent in text form. DK-CONLATE may transfer this EULA to a legal successor in connection with a transfer of the relevant business or intellectual property rights, provided that the Customer's contractual position is not materially impaired. Mandatory statutory rights of resale and transfer (in particular under Section 69c no. 3 of the German Copyright Act) remain unaffected; Section 9.1 applies accordingly.

24.2 License Compliance Verification

Upon reasonable request, the Customer shall confirm compliance with the applicable license metric. Where DK-CONLATE has reasonable grounds to suspect a material violation, DK-CONLATE may request records reasonably necessary to verify compliance. Verification shall occur with reasonable notice, during normal business hours and subject to confidentiality, data-protection and information-security requirements. It does not grant remote system access and shall not be requested more than once in twelve months unless a continuing material breach is reasonably suspected. Material Under-licensing has the meaning defined in the Glossary. DK-CONLATE bears its own verification costs unless Material Under-licensing is established, in which case the Customer shall pay applicable additional license fees and reasonable verification costs to the extent permitted by law. DK-CONLATE is not required to implement or maintain remote activation, monitoring or deactivation functionality.

25. Order of Precedence

In the event of conflict, individually negotiated terms confirmed by both parties in text form prevail over the applicable Order; the Order prevails over this EULA to the extent it contains individually agreed terms; this EULA prevails over the Documentation; and the Documentation prevails over general product descriptions and marketing materials. Terms appearing solely on an invoice do not amend the agreement unless expressly accepted by both parties in text form. Mandatory law remains unaffected.

Schedule 1 and any separately concluded data processing agreement form part of this EULA. In the event of conflict concerning data protection, the data processing agreement prevails over this EULA.

As between this EULA and the T&C: where the Model is concerned (purchase, licensing, delivery, use, quality, remedies for defects and liability for the Model), this EULA prevails over the T&C. Where Services are concerned, the T&C prevail over this EULA. A separate mutual non-disclosure agreement (Mutual NDA) prevails over Sections 16 and 16.3 and over Section 8 of the T&C to the extent it contains deviating provisions; the protection of the Model and the methodology under Sections 10 to 13 remains unaffected.

For Orders placed through the checkout, Section 19.1 governs the relationship between this EULA and the terms of the Payment Provider.



Standard texts of a checkout record or of an order confirmation of the Payment Provider do not amend this EULA, except as provided in Section 19.1. General terms and conditions of the Customer, including purchase-order terms, do not apply, even if DK-CONLATE does not expressly object to them or accepts the Order without reservation.

26. Changes to this EULA

DK-CONLATE may amend this EULA for future Orders or future Model versions. The version accepted at the time of the applicable Order governs that Order. Material amendments do not apply retroactively unless expressly agreed by the parties or required by mandatory law. Continued use of an already licensed perpetual version does not by itself constitute acceptance of amended terms.

27. Governing Law and Jurisdiction

This EULA and all contractual and non-contractual claims arising out of or in connection with it, the applicable Order or the Model shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

To the extent the parties can validly agree on a place of jurisdiction under Section 38 of the German Code of Civil Procedure (ZPO) or Article 25 of Regulation (EU) No 1215/2012, the exclusive place of jurisdiction for all disputes arising out of or in connection with this EULA, the applicable Order or the Model shall be Velbert, Germany. The court having subject-matter jurisdiction under applicable procedural law shall have jurisdiction.

Mandatory statutory and exclusive places of jurisdiction remain unaffected.

28. Severability

If any provision of this EULA is invalid, void or unenforceable, the remaining provisions remain unaffected. The applicable statutory provisions apply in place of the invalid, void or unenforceable provision. The parties may agree a valid provision reflecting the intended commercial purpose to the extent legally permissible. Limitations of liability, maximum amounts (also per Edition) and shortened limitation periods under this EULA are each independent and severable provisions.

29. Entire Agreement

This EULA, together with the applicable Order and individually negotiated terms, constitutes the entire agreement concerning purchase, licensing, access to and use of the Model and replaces the previous separate Terms of Use, License Terms, Commercial Conditions and liability notices for the applicable Model version. The T&C apply in addition to Services (Sections 22 and 25).

Amendments and waivers must be made in text form unless a stricter form is required by law. Individually negotiated agreements remain unaffected. Failure or delay in exercising a right does not constitute a waiver. Where this EULA requires "written" form, text form is sufficient (Section 126b BGB).

29.1 Force Majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control, except for payment obligations already due. The affected party shall inform the other party without undue delay and take reasonable steps to mitigate the effects.

If such an event continues for more than sixty consecutive days and materially prevents an outstanding service, either party may terminate the affected service in text form. Rights relating to already delivered perpetual licenses and payment obligations already due remain unaffected.

29.2 Export Control and Sanctions

The Customer shall comply with all applicable export-control, import and sanctions laws, including those of the European Union, the Federal Republic of Germany and, where applicable, the United States, and shall not export, re-export, transfer or otherwise make the Model available, directly or indirectly, to any person, entity, destination or end use where this is prohibited or requires an authorization that has not been obtained.

The Customer confirms that neither it nor any Authorized User nor any person who directly or indirectly holds or controls it is listed on any applicable sanctions list and that the Model will not be used for any prohibited end use. DK-CONLATE may suspend or terminate delivery, access and support where required to comply with such laws; DK-CONLATE is not liable for any resulting delay or non-performance. Refunds and other payments are made only to the extent permitted under such laws.

30. Contact and Support

Licensor and contractual party to this EULA (for Orders placed through the checkout, in addition subject to Section 19.1): Daniel Karkosch, sole trader operating under the business name DK-CONLATE, Zum Jahnsportplatz 21, D-42553 Velbert, Germany. Any applicable VAT identification number is stated in the Order and invoice. Commercial register: not registered, unless otherwise stated in the Order. DK-CONLATE may use a Customer name, logo or project information for marketing or reference purposes only with prior Customer consent in text form.

30.1 Language

For Customers who order through the German-language website or accept this EULA in the German version, the German version of this EULA is binding. For all other Customers, the English version is binding. The respective other version is for information purposes only.

Notices, declarations and communications under this EULA may be given in English or German.

Questions concerning licensing, commercial use, authorized distribution, support, consulting services, permissions or this EULA may be directed to:



DK-CONLATE

Daniel Karkosch

Zum Jahnsportplatz 21

D-42553 Velbert / Germany

info@dk-conlate.com

www.dk-conlate.com

Unless separately agreed, the submission of a question or support request does not create an obligation to provide free consulting, technical assistance or individual legal, financial, operational or methodological advice. Any chargeable Services remain subject to Section 22 and the T&C.



Schedule 1 – Local Acceptance Record: Product Privacy Information

DK-CONLATE does not determine the Customer's legal basis, retention period, employee-information process or works-council involvement. The Customer must assess and document those matters before deployment.

This Schedule provides product-level information and does not replace the privacy notice that the relevant Customer, as controller, may be required to provide to affected persons.

Controller: The organization determining the purposes and means of operating, storing and distributing the workbook is generally the controller for the local acceptance record. DK-CONLATE is not the controller merely because DK-CONLATE supplied the local functionality, unless DK-CONLATE separately receives or processes the record.

Data fields: Depending on configuration, acceptance status, date and time, invariant timestamp, Windows username, Microsoft Excel username, computer name, user domain, workbook filename and version, accepted EULA version, configured document filenames, Excel version and validation information.

Purpose: To document local acceptance, verify consistency between the accepted legal-document version and the workbook configuration, and control access to operational worksheets.

Storage and recipients: The record is stored locally in the workbook and is not automatically transmitted to DK-CONLATE. Recipients are determined by the Customer's storage, access, archive, support and disclosure arrangements.

Legal basis and retention: The Customer, as controller, determines and documents the applicable legal basis and retention period, provides required information to affected persons, and deletes or anonymizes the record when no longer necessary, subject to legal retention duties.

Rights and complaints: Affected persons may exercise applicable data-subject rights against the relevant controller and may lodge a complaint with a competent supervisory authority. The Customer shall provide the controller's contact details and any required information concerning consequences of non-provision and employee or works-council requirements.

Data minimization: The Customer should enable only fields necessary for the stated purpose. Before deployment, the Customer should assess whether Windows username, Excel username, computer name and domain are all necessary and configure or remove unnecessary fields where technically available.