

## Proprietary Software License Agreement (Microservices & API)

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**Licensor:** noxodev IT GmbH, Kreuzberger Ring 4, Wiesbaden

**Governing Law:** Federal Republic of Germany | **Venue:** Wiesbaden, Germany

### Acceptance

By installing, accessing, deploying, or using the Software (including via Docker images, Helm charts, or API access), you agree to be bound by this Agreement. If you are accepting on behalf of an entity, you represent that you have authority to bind that entity.

## 1. Definitions

### Key terms

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- **“Deployment”** means installation and execution of the Software within Licensee’s infrastructure, including on-premise environments, private clouds, or isolated networks.
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- **“Documentation”** means API documentation and all technical materials provided by Licensor relating to the Software.

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- Permit Authorized Users to access and use the Software solely on behalf of Licensee for Authorized Use.

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- Copy, modify, translate, adapt, or create derivative works of the Software, except to the extent expressly permitted by mandatory law;
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Unless otherwise stated in an Order Form, Licensee may deploy the Software only:

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Unless expressly included in an Order Form:

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- Support and maintenance, if any, are provided under a separate support agreement.

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Licensee is responsible for securing its environment, credentials, and network access. To the extent the Software generates logs or telemetry (e.g., for diagnostics, licensing, or audit), such data will be limited to what is reasonably necessary for operation, security, compliance, and support, and handled in accordance with any applicable data protection terms.

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This Agreement remains in effect until terminated. Licensor may terminate this Agreement immediately upon notice if Licensee breaches this Agreement or fails to pay applicable fees. Upon termination, Licensee must promptly:

- Cease all use of the Software and APIs;
- Remove all deployed instances and destroy all copies of the Software (including container images) in its possession or control;
- Upon request, certify in writing that the foregoing has been completed.

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With reasonable notice and during normal business hours, Licensor may audit Licensee's use of the Software to verify compliance with licensed scope and restrictions. Licensee will reasonably cooperate. If an audit reveals material non-compliance, Licensee will promptly pay applicable additional fees and Licensor's reasonable audit costs.

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Licensee will comply with all applicable import, export control, and sanctions laws and regulations related to use of the Software.

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## 16. Governing Law & Venue

This Agreement is governed by the laws of Federal Republic of Germany, excluding its conflict of law rules. The parties consent to exclusive jurisdiction and venue in Wiebaden, Germany.

## 17. Entire Agreement

This Agreement (together with any Order Form) constitutes the entire agreement between the parties regarding the Software and supersedes all prior or contemporaneous understandings on the subject matter. Any amendment must be in writing and signed by both parties.

## API Documentation Notice (Short Form)

**This API is proprietary to noxodev IT GmbH. Access is restricted to licensed customers and Authorized Users.** Unauthorized use (including scraping, reverse engineering, credential sharing, or use beyond licensed scope) is prohibited. API activity may be logged and audited for security, reliability, and compliance.

## Contact

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