

Software Licence Agreement (Rental)

Preamble

This agreement regulates the use of the Structured Query Server software (the "product") developed by The Neighborhoodie Software GmbH, represented by the managing directors Simone Haas and Jan Lehnardt, Harzer Straße 39, 12059 Berlin ("we" or "Neighbourhoodie") and provided to the customer ("users"). The subject of this agreement is the temporary use of the software by users in its current version.

Any divergent terms and conditions on the side of the user are irrelevant unless Neighbourhoodie explicitly approves them in writing. By signing up for an account on neighbourhood.ie, the user agrees to these terms and conditions.

§ 1 General

These conditions represent the only binding contractual basis between us and the user. Differing conditions of the user only become part of the contract if and to the extent that we expressly agree to them.

These conditions apply to the product regardless of the form in which we make the product available to the user and on which devices it is installed and/or with which devices it is ultimately used. Reference is made to Section 4 of this agreement.

§ 2 Product

The product was developed by us and is available for rental via the website <https://neighbourhood.ie>, the individual variants of the product and their respective range of functions are described in further detail there. The website also includes information on the remuneration incurred for the use, see also §§ 5 and 6 of this agreement.

The website also includes information on the technical requirements for using the product. This applies to requirements for software and hardware components. Depending on the product variant or specific use of the product, the fulfilment of the technical requirements in the IT infrastructure of the user is a prerequisite for using the product.

§ 3 Conclusion of contract

A rental contract to use the product is concluded between the user and us when the user has gone through the individual steps on the website <https://neighbourhood.ie>, in particular has made the selection of the desired product variant(s), has given us their declaration by sending a paying for the product through our payment provider Stripe and we then confirm the conclusion

of a contract. The properties of the product (see also § 2 and § 4) and prices (see § 5) listed on <https://neighbourhood.ie> at the time the product is made available are decisive for the content of the contract, whereby we reserve the right to change the software and/or our other services (in particular updates).

For use of the product, signing up for an account with a functioning email address is necessary.

When the user completes their signup by entering they will be forwarded to our Stripe and have to enter and confirm their payment details.

The contract term is unlimited, it can be canceled according to the terms in section 6 of this document.

All sales are considered B2B sales.

§ 4 Specifications and Rights of Use

We owe the provision of the product for the installation with the functions described on the website <https://neighbourhood.ie> on a suitable device of the user. Apart from that, the product has to have the quality required by this agreement, to the extent that is common for similar software.

The product essentially has the function of bringing a CouchDB database (NoSQL database) into an SQL database form (SQLite) and thereby making it usable for complex queries - which originally could only be displayed in an SQL database. By indexing in SQLite and a server that is tailored to it, the product enables the use of CouchDB with SQL queries.

We grant the user a simple, spatially unrestricted use of the product, but limited to the contract term and restricted to be used by the users themselves (i.e. the entire legal entity of the company of the user, but not for several legally independent branches at different locations). Users are only entitled to use the product to the intended extent, namely to use the product for the intended purpose.

Resale of the licence, including sub-licensing, is not permitted. The user is also prohibited from making changes of any kind to the product. Decompilation and reverse engineering are also not permitted.

Reproduction is not permitted to users, except for reproductions that are necessary for the use of the product under the licence described above. If the product is to be used by several legally independent companies, a licence must be purchased for each of these companies.

The above granting of rights is subject to the condition precedent of the full payment of the remuneration agreed for the provision of the product (§ 5). We reserve the right to restrict or limit the use if the licence fee is not paid by the due date, please see § 6 for further details.

We ensure that the product in the form made available is free of third-party rights. Users are obliged to take appropriate measures to prevent unauthorised third parties from accessing the product.

§ 5 Remuneration

For the provision of the product (setup), we require the price specified on the website <https://neighbourhood.ie> for the respective product variant.

For the use of another product variant after the purchase of the product has already been completed, a corresponding agreement is made for each individual contract.

We offer special support for the product in accordance with § 6 of this agreement. The support services are only available to users that have purchased a product variant that includes support from us. If users want to take advantage of the support without having purchased a corresponding product variant or made a separate agreement on support services, we will charge €85.00 per hour for support services (billing is to the minute). We will inform users of this separately before the services are provided, and users will then receive a separate invoice for this additional service.

The payment for the product and for product support is settled via the payment service provider Stripe, a service of Stripe Payments Europe Limited based in Dublin, Ireland (hereinafter: Stripe). We cooperate with Stripe to process the payment. This means that after selecting the product in our shop, the user is forwarded to Stripe and there - after selecting one of the payment options offered by Stripe - the full price for the product or the partial amount for the selected product variant is paid. Users will then receive a confirmation email with a purchase confirmation from us and an invoice. It contains a download link that users can use to download the product. All prices do not include the applicable sales tax. We issue the user with a proper invoice for each service.

§ 6 End of Service

(1) The user can terminate the contract for using SQS at any time at the end of the current calendar month. A notice of termination can be sent via <https://neighbourhood.ie/dashboard> by clicking the “Subscription” button. In cases of unavailability of the “Subscription” menu the user can likewise send a notice of termination via postal mail or email to Neighbourhoodie:

The Neighbourhoodie Software GmbH
Harzer Straße 39
12059 Berlin
Germany
Email: hi@neighbourhood.ie

(2) Neighbourhoodie has the right to terminate the contract with the user with prior notice of three months, without citing any reasons, towards the end of the running calendar month.

(3) Should the user default their monthly payment for more than four weeks, Neighbourhoodie reserves the right to lock the user's account.

(4) Should the user not pay their monthly payment for more than eight weeks, Neighbourhoodie reserves the right to terminate the contract at the end of the running calendar month.

Neighbourhoodie remains entitled to payment of the outstanding fees.

(6) A possible exceptional right to termination by the user or Neighbourhoodie remains unaffected.

§ 7 Warranty and Liability

The product must meet the requirements resulting from the regulation in §§ 2 and 4. The statutory regulations also apply to the warranty claims of the user. If the user is a merchant and the regulations on commercial purchase are applicable in this respect, the obligations of § 377 HGB must be observed by the user in the event of defects. Insofar as we provide additional services to the user in addition to making the product available for use, additional conditions may apply for the respective service. We have unlimited liability for damage caused by us or our legal representatives or vicarious agents through intent or gross negligence. We are also fully liable for damage resulting from injury to life, limb or health if this is due to a negligent breach of duty on our part or an intentional or negligent breach of duty by our legal representatives or vicarious agents. In the event of negligent breaches of duty, our liability is limited to the foreseeable damage that typically arises according to the type of contract, if it is a matter of obligations that are essential for the fulfilment of the contract (cardinal obligations). Liability for data loss is limited to the typical recovery effort that would have occurred if backup copies had been made regularly and in accordance with the risk. The user is required to back up data at regular intervals based on the damage caused by data loss. Taking into account the above regulations, no-fault liability for damages for defects that already existed at the time the contract was concluded is excluded. Liability for defects and damage caused by use of the product by the user that goes beyond the scope agreed in these provisions is also excluded. Our liability under the Product Liability Act remains unaffected by the above provisions. For the rest, our liability is excluded.

§ 8 data protection

To purchase the product, we only need an email address from the user; to issue a proper invoice, the data of the invoice recipient (name, address, VAT ID if applicable) and for processing the payment, the corresponding payment data (credit card data, account details, etc.) are collected, processed and used. We assume that the product is usually used by companies and that data processing in the sense of the data protection regulations does not take place at all. In the event that the product is purchased by a natural person and data processing is carried out in accordance with data protection regulations, we would like to inform the user at this point that

- we are data controllers within the meaning of the General Data Protection Regulation (GDPR) and can be reached at ceo@neighbourhood.ie;
- data is used exclusively for the purposes mentioned above in paragraph 1 and is only used by us to fulfil the contract, the legal basis for data processing is therefore Article 6 paragraph 1 lit. b) GDPR;
- we work together with Stripe to process the payment, we therefore forward users to Stripe during the purchase process, the data required for the payment is stored, processed and used by Stripe - the data protection regulations of Stripe then apply in addition, pointed out to the user during the process and which can be accessed at <https://stripe.com/en/privacy>;
- we only store the data for the duration of the contractual relationship, i.e. possibly for the period that the user maintains an account in our shop;
- the user has a right to information (Art. 15 GDPR) about the data collected from them, they can request confirmation of the data processing and the provision of a copy of the data as well as a right of appeal to the responsible supervisory authority (Art. 77 GDPR) has. The user also has a right to rectification (Article 16 GDPR), which can also include the completion of the data, a right to erasure ("being forgotten") (Article 17 GDPR) and a right to restriction of processing (Art. 18 GDPR) and a right to data portability (Art. 20 GDPR). The user has a right to object (Art. 21 GDPR) to the future processing of the data and the restrictions on automated decisions in individual cases including profiling (Art. 22 GDPR) apply;

§ 9 Final Provisions

The user is informed that when using the product, personal data may be processed and transmitted. It is the user's responsibility to ensure compliance with the legal data protection provisions vis-à-vis those affected.

The law of the Federal Republic of Germany applies exclusively to this agreement. The application of the UN Sales Convention (CISG) is excluded.

If the user is a merchant, a legal entity under public law or a special fund under public law, Berlin is agreed as the place of jurisdiction for disputes arising from this contract. However, we are also entitled to sue the user at their general place of jurisdiction.

Changes or additions to the contract must be in text form.

The invalidity of a regulation in this agreement does not affect the validity of the remaining regulations.