General Terms and Conditions (AVB)

of info-key GmbH & Co. KG · Hermann-Ehlers-Straße 21 · 42109 Wuppertal · Germany
Last updated: 16 November 2026
Convenience translation – only the German version is legally binding.

§ 1 Scope

(1) These General Terms and Conditions ("Terms") apply to all contracts between info-key GmbH & Co. KG ("info-key") and its customers concerning the fixed-term provision of the kinematics software ASOM, in particular ASOMv10, ASOMv7 and ASOMmini ("Licensed Software"), as well as training courses, consulting, development and support services.

(2) These Terms apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law ("Customer").

(3) These Terms apply exclusively. The Customer's general terms and conditions shall not become part of the contract, even if info-key does not expressly object to them or performs services in the knowledge of such terms.

(4) The End User License Agreement (EULA) for the Licensed Software in the version current at the time the contract is concluded, which is available at https://asom.eu/en/eula/ and which info-key sends to the Customer on request, is addressed to the individual users and applies additionally. In the event of any conflict, the contract and these Terms shall prevail.

§ 2 Conclusion of contract

(1) Offers made by info-key are binding for the period of validity stated therein; if no period of validity is stated, they are valid for 30 days from the date of the offer.

(2) A contract is concluded when the Customer accepts an offer from info-key within the period of validity, for example by placing an order in text form, or when both parties sign a contract.

(3) The provisions of the offer or contract, including the conditions listed therein, take precedence over these Terms. Otherwise, in the event of any conflict, the following order of precedence applies: these Terms, the price list, the manual, the EULA. A data processing agreement takes precedence in matters of data protection.

§ 3 Rights of use and license types

(1) For the agreed term, info-key grants the Customer the non-exclusive, non-transferable and – except as provided in paragraph 2 (c) – non-sublicensable right to use the Licensed Software for its own purposes within the scope of the agreed license. All other rights in the Licensed Software, in particular copyrights and trademark rights, remain with info-key.

(2) The following license types apply:

(a) Single-seat license (node-locked): installation and use on one computer to which the license is bound.

(b) Network license (floating): concurrent use by the agreed number of users within the Customer's network. The license server is operated on a server of the Customer, on a physical or a virtual machine; the license is bound to this server; the computers on which the Licensed Software is used obtain the licenses from this server. Operating the license server with cloud or hosting providers, for example on rented virtual machines, is not permitted (paragraph 4). The Licensed Software may be installed on a reasonable number of the Customer's computers.

(c) Education license: for state or state-recognized schools, universities and comparable educational institutions. Use is permitted to their teaching staff and learners exclusively for teaching and studies,

including on the learners' own devices; the educational institution may grant its members rights of use for this purpose.

(d) Training license: use exclusively for in-company or inter-company vocational training, for example at chambers (such as chambers of industry and commerce or chambers of skilled crafts) or training providers.

(e) Research license: use exclusively for non-commercial research projects.

For license types (c) to (e), any commercial use, in particular for development or design assignments, is excluded.

(3) Network licenses may only be used in the country in which the Customer has its registered office. The decisive factor is the location of the workstations at which the Licensed Software is used; if employees access it from workstations abroad, for example via VPN, this constitutes international use. This does not apply to temporary use during a business trip abroad of no more than 30 consecutive days, for example for trade fairs or customer visits, by employees whose usual workplace is in the Customer's country. International or worldwide use is available for a surcharge in accordance with the offer or price list for the respective license term; it does not include any country in which use is prohibited under § 10 (6). This territorial restriction does not apply to single-seat licenses.

(4) The Customer may use the Licensed Software for its own purposes and may also use it to create work results, such as designs, calculations or models, for its own clients. Use for the Customer's own purposes includes use by employees, temporary agency workers and freelancers working for the Customer, as well as installation and administration by IT service providers engaged by the Customer, in each case exclusively for the Customer's purposes; the Customer is responsible for their compliance with these Terms. It is not permitted to provide the Licensed Software, the license server or access to them to third parties or make them accessible to third parties, to operate them on third-party systems, for example with cloud or hosting providers, or to offer them to third parties as a service via the internet, unless expressly agreed. Operation on the Customer's own or leased hardware, even if located in a third-party data center (colocation), does not constitute operation on third-party systems. The restrictions for license types (c) to (e) under paragraph 2 remain unaffected.

(5) Except where mandatorily permitted by law (in particular under Sections 69d and 69e of the German Copyright Act), the Customer may not reproduce the Licensed Software beyond the agreed scope, sell, rent, lend or otherwise make it available to third parties, decompile, reverse engineer or modify it, or remove copyright notices or identifying marks. A backup copy may be made where necessary to secure future use (Section 69d (2) of the German Copyright Act).

(6) The Licensed Software contains third-party open-source components, in particular libraries licensed under the GNU Lesser General Public License (version 2.1 or 3) and the Mozilla Public License 2.0. These are governed primarily by their own license terms, which are supplied with the Licensed Software in the installation directory; the restrictions of these Terms apply to these components only to the extent permitted by their license terms. Where the license terms of a component so require, the Customer may modify the Licensed Software for its own use, replace the libraries concerned with modified versions and reverse engineer it for debugging such modifications.

The Licensed Software also contains components of other manufacturers, such as runtime components from Microsoft and the license management software from Flexera Software (Revenera). The right of use under paragraph 1 covers these components to the extent required for using the Licensed Software in accordance with the contract; their use with programs of other manufacturers is governed by the license terms of those manufacturers. Paragraph 5 applies to these components accordingly; the rights under sentence 3 remain unaffected.

§ 4 Provision and activation

(1) After conclusion of the contract, info-key makes the Licensed Software available for download. Installation is the Customer's responsibility; info-key owes installation and configuration services only if separately agreed. The Customer is responsible for meeting the system requirements specified in the manual.

(2) Depending on the product, the Licensed Software is either activated online via info-key's license server or enabled by means of a license file. For activation, the Customer enters the license data provided by info-key (name or company name and product code, together the "license key") in the Licensed Software. info-key's license server checks the license key and activates the license; in the process, the license key, information on the product and license type and the host ID (computer identifier) of the Customer's computer or license server are transmitted and stored for license management. For network licenses, the Customer's license server establishes a brief connection to info-key's license server only upon activation, repair or return of a license. If an internet connection is not possible or not permitted at the Customer's site, activation takes place offline by exchanging files between the Customer and info-key, for example by email; the same data is transmitted in this case.

(3) If the Licensed Software is enabled by means of a license file, the Customer determines the host ID of the computer or of the license server using a tool provided by info-key and communicates it to info-key. info-key then issues a license file bound to this host ID, which is stored on the computer or on the license server. No connection to info-key's license server is required for this.

(4) If a license is to be transferred to another computer or server, for example when replacing hardware, the Customer shall notify info-key in advance in text form. info-key will transfer the license at no additional charge, provided that use on the previous computer or server ceases; a transfer may be requested up to twice per license year and at any time in the event of a hardware defect.

(5) Any circumvention or manipulation of the license check, including any modification of license files, is prohibited.

§ 5 Term and termination

(1) The Licensed Software is provided exclusively for a limited period, namely the agreed term, against payment as a fixed-term rental license. info-key does not offer perpetual licenses.

(2) Licenses usually run for twelve months; a multi-year term may also be agreed. Short-term licenses run for the agreed period. The term begins at the time determined in the contract, for example the activation date; if the contract contains no such provision, it begins when the license data or license file is provided. The contract ends upon expiry of the term without the need for termination. It is renewed by a follow-up order. Section 545 BGB shall not apply; if the Customer continues to use the Licensed Software after the term has expired, this shall not extend the contract. For the period of such continued use, the Customer shall pay compensation in the amount of the pro rata agreed remuneration; further claims remain unaffected.

(3) info-key may provide new customers with an evaluation license for each participant of the ASOM basic training course at no additional charge. The evaluation license runs for 90 days and serves to evaluate the Licensed Software; it likewise ends without the need for termination.

(4) Ordinary termination during the term is excluded. The right of either party to terminate for good cause remains unaffected. Good cause for info-key exists in particular if the Customer uses the Licensed Software beyond the agreed scope or discloses license keys or license files to unauthorized persons and does not remedy this within a reasonable period after a warning.

(5) After the contract ends, the Customer shall cease use and uninstall the Licensed Software. The Customer should back up or export its project data in good time; after the end of the contract, it can no longer be opened with the Licensed Software.

§ 6 Remuneration and payment

(1) The prices set out in the offer or in info-key's price list valid at the time the contract is concluded apply. All prices are net plus statutory VAT.

(2) License fees are invoiced in advance: for annual licenses for the license year, for multi-year terms at the beginning of each license year for that license year or, if so agreed, for the entire term at once, and for short-term licenses for the entire period. Payment is governed by paragraph 4; different arrangements in the contract take precedence.

Training courses are invoiced after they have been held, unless payment in advance has been agreed; for training courses requiring info-key to travel, in particular at the Customer's premises, the flat-rate travel charge stated in the offer, covering travel and, where applicable, accommodation costs, is charged in addition.

(3) Unless a flat rate has been agreed, consulting, development and support services are invoiced on a time basis at the hourly rate stated in the offer or, if none is stated there, at the hourly rate in info-key's price list valid at the time of the order, pro rata per full 15 minutes worked.

Consulting and development services must be ordered as a block of at least ten hours and called off within three months of the block being made available, unless a different call-off period has been agreed in the offer; hours not called off remain payable unless the Customer credibly demonstrates important reasons for not calling them off; info-key must, however, credit any expenses saved and any other earnings (Section 615 sentence 2 BGB). If the Customer terminates the contract under Section 627 BGB, it owes remuneration only for the services rendered up to that point (Section 628 (1) sentence 1 BGB).

Travel time is charged at half the hourly rate, and travel and, where applicable, accommodation costs are charged in addition in accordance with the offer. info-key documents the time spent in time sheets.

(4) The payment terms are set out in the respective offer or contract, for example payment in advance or a payment term. If nothing has been agreed, invoices are payable without deduction within 30 days of the invoice date. info-key issues invoices electronically, as an e-invoice in accordance with EN 16931 or as a PDF, and sends them by email. If payment in advance has been agreed, in particular for new customers or customers with their registered office outside Germany, info-key provides and activates the Licensed Software or the license only after receipt of payment. In the event of default, the Customer owes default interest in accordance with Section 288 BGB; further rights remain unaffected.

(5) All payments shall be made without deduction of taxes or charges. If the Customer is required by law to withhold tax at source from payments to info-key, the amount payable shall be increased so that info-key receives, after the withholding, the amount it would have received without it. The Customer shall provide info-key without undue delay with the official certificate of the tax withheld and, upon request, cooperate in claiming any reduction or exemption under a double taxation agreement. Any import VAT shall be borne by the Customer.

(6) The Customer may only set off undisputed or legally established claims; this does not apply to counterclaims arising from the same contractual relationship, in particular due to defects. It may only exercise a right of retention on the basis of claims arising from the same contractual relationship.

§ 7 Updates, remedy of defects and support

(1) During the term, the Customer receives the new versions of the licensed product variant of the Licensed Software released by info-key (updates). A change to another product variant, for example from ASOMmini or ASOMv7 to ASOMv10, is not included and requires a separate agreement. Updates may change or replace functions, provided that the agreed quality is essentially maintained and the change is reasonable for the Customer. The documentation is adapted to the respective current version.

(2) The agreed quality of the Licensed Software is defined by the contract and the manual in the version current at the time the contract is concluded. info-key assumes a guarantee only if it is expressly designated as such.

(3) info-key maintains the contractual quality of the Licensed Software during the term and remedies defects within a reasonable time, at info-key's discretion by an update, a bug fix or a reasonable workaround. Claims for defects relate to the respective current version, provided that its installation is reasonable for the Customer; the Customer should install updates within a reasonable time. There are no claims for defects to the extent that a defect results from the Customer having modified or replaced components of the Licensed Software, such as open-source libraries.

(4) The Customer shall report defects in text form without undue delay after discovering them, describing when and under what circumstances they occurred. It shall support info-key in remedying the defect to a reasonable extent.

(5) When used in accordance with the contract, the Licensed Software is free from third-party rights; paragraphs 3, 4 and 6 and § 12 apply accordingly to defects of title. If third parties assert such rights, info-key may, at its option, modify the Licensed Software so that it no longer infringes those rights, provided that the agreed quality is essentially maintained, or obtain the necessary rights of use.

(6) The Customer's right to terminate for good cause on the grounds that contractual use has not been granted (Section 543 (2) sentence 1 no. 1 BGB) only arises once a reasonable period set by the Customer for remedying the defect has expired without success (Section 543 (3) sentence 1 BGB); the cases under Section 543 (3) sentence 2 BGB remain unaffected.

(7) The remedy of defects is covered by the license fee. Any further assistance with operating the Licensed Software (support), for example with user questions, is invoiced in accordance with § 6 (3); info-key will inform the Customer in advance if a request is not covered by the remedy of defects. Assistance with specific design or engineering tasks constitutes consulting or development services under § 9.

§ 8 Training courses

(1) info-key recommends the ASOM basic training course to new customers. It is a prerequisite for participation in the advanced training course unless otherwise agreed.

(2) Training courses take place by agreement at the Customer's premises, online or in a training room designated by info-key. Workshops and "training on the job" usually take place at the Customer's premises. If a training course takes place at the Customer's premises, the Customer shall provide the necessary technical equipment.

(3) If the Customer cancels a bindingly agreed training date less than 14 days before the date or does not attend, info-key may charge 30% of the agreed training fee as lump-sum compensation, plus any non-refundable travel costs already incurred. In the event of an earlier cancellation, only non-refundable travel costs already incurred shall be reimbursed. The Customer remains entitled to prove that info-key has suffered no damage or significantly less damage. The Customer may name substitute participants at any time at no extra cost.

(4) info-key may cancel a training date for good cause for which info-key is not responsible, for example if the trainer falls ill. info-key will inform the Customer as early as possible and offer alternative dates; if no alternative date is taken up, info-key will refund any fee already paid for that date.

(5) The Customer may use training materials only for its own internal purposes and may not pass them on to third parties. Audio or video recordings of training courses, including online courses, require the prior consent of info-key and the participants.

§ 9 Consulting and development services

(1) info-key provides consulting and development services on the basis of a separate agreement. In doing so, info-key provides engineering services but no legal services; in particular, info-key does not assess from a legal perspective whether results infringe third-party intellectual property rights.

(2) The Customer shall review the results of the consulting and development services on its own responsibility, in particular with regard to third-party intellectual property rights and the relevant technical standards, and verify them by independent checks. info-key's obligations under paragraph 4 and its liability under § 12 remain unaffected.

(3) info-key is free to choose the place and time of performance but takes the Customer's operational interests into appropriate account. info-key may also work for other clients, including competitors of the Customer. The persons deployed by info-key are subject exclusively to info-key's right to issue instructions and are not integrated into the Customer's work organization; the Customer shall address technical requirements to info-key.

(4) Consulting and development services constitute a contract for services (Dienstvertrag); remuneration is governed by § 6 (3). info-key performs them with due care in accordance with the state of the art but does not owe any specific result unless expressly agreed (in which case paragraph 7 applies).

(5) The Customer shall provide info-key with the necessary documents, data (e.g. CAD data), boundary conditions and contact persons in good time and in full. If the performance is delayed because the Customer does not provide such cooperation or does not provide it in time, agreed deadlines shall be postponed accordingly; any additional effort resulting from this shall be charged on a time basis.

(6) Upon full payment, the Customer receives a non-exclusive right, unlimited in time and territory, to use, reproduce and modify the results created for it, such as ASOM models, calculations and reports, for its own purposes; this includes passing them on to its own clients and granting them corresponding rights of use, and providing them to third parties that manufacture, test or certify on the Customer's behalf. Until then, use is provisionally permitted. General know-how, methods, templates and tools of info-key remain with info-key and may continue to be used by info-key. Any transfer of rights to inventions made in the course of performance requires a separate agreement. A valid license for the Licensed Software is required to open and edit ASOM models.

(7) Where a specific result has exceptionally been expressly agreed (work performance), the following applies in addition: info-key shall notify completion in text form. The Customer shall examine the result within 14 days and declare acceptance if it essentially conforms to the contract; acceptance is deemed to have been declared if the Customer does not refuse it within this period, stating at least one defect. In the event of defects, info-key shall provide subsequent performance, at its option by remedying the defect or producing a new result; if this fails, the Customer may reduce the price or withdraw from the contract in accordance with the statutory provisions. Damages are governed by § 12. Notwithstanding § 12 (6), claims for defects, including claims for damages due to defects, become time-barred one year after acceptance; in the cases of § 12 (1), the statutory limitation periods apply.

§ 10 Obligations of the Customer

(1) The Licensed Software is conceptual design software. Before using calculation results for real designs, the Customer shall verify them by independent checks and observe the relevant technical standards. info-key's liability under § 12 remains unaffected.

(2) Before productive use, the Customer shall test the Licensed Software for its suitability for the specific application and back up its data regularly, in particular before installing new versions.

(3) The Customer shall protect license keys, license files and access data against unauthorized access and ensure that its users do not disclose them. It shall oblige its users to comply with the restrictions of use set out in these Terms and in the EULA.

(4) The Customer shall refrain from accessing info-key's systems without authorization or interfering with info-key's program processes.

(5) The Customer shall indemnify info-key against third-party claims based on unlawful use of the Licensed Software for which the Customer is responsible, and shall inform info-key without undue delay if it becomes

aware of such an infringement.

(6) The Customer shall comply with the export control and sanctions regulations applicable to the Licensed Software and to info-key's services, in particular those of the Federal Republic of Germany and the European Union and, where applicable, the United States of America; regulations of the United States must only be observed to the extent that this does not violate Council Regulation (EC) No 2271/96 or Section 7 of the German Foreign Trade and Payments Ordinance (AWV).

It shall not make the Licensed Software available, directly or indirectly, to persons, companies or organizations where this is prohibited under these regulations, in particular to those listed on a sanctions list, and shall not use it in connection with nuclear, biological or chemical weapons or their delivery systems. In particular, the Customer shall not, directly or indirectly, supply the Licensed Software, license keys or the results of info-key's services to countries to which such a prohibition applies or make them accessible there, including to affiliated companies established there; it shall impose the same obligation on recipients and users.

info-key is not obliged to perform to the extent that obstacles arising from such regulations prevent performance.

(7) Upon request, the Customer shall inform info-key in text form of the number of installations and users of the Licensed Software and, for network licenses, of the locations of the workstations at which it is used. Without concrete indications that the agreed scope of use has been exceeded, info-key may request this information no more than once per license year. If use beyond the agreed scope is established, in particular international use under § 3 (3), the Customer shall pay the remuneration provided for this in the offer or price list from the beginning of the excess use.

(8) If third parties assert claims against the Customer in connection with the use of the Licensed Software or with services provided by info-key, for example due to defects in a design created with the Licensed Software, and info-key may be involved or liable, the Customer shall inform info-key without undue delay in text form. It shall give info-key an opportunity to comment before acknowledging any claims or entering into a settlement.

§ 11 Blocking in the event of use in breach of contract

If the Customer or a user materially breaches these Terms, in particular by using the Licensed Software beyond the agreed scope or by disclosing license keys or license files, info-key may block the license concerned or refrain from issuing further license files until the breach has been remedied. info-key will announce the blocking in advance unless this is unreasonable due to the severity or urgency of the breach. The obligation to pay the remuneration remains unaffected. If the Customer breaches § 10 (6) and continued performance would cause info-key to violate export control or sanctions regulations or expose it to a significant sanctions risk, info-key may block the license without prior notice and terminate the contract for good cause without prior warning.

§ 12 Liability

(1) info-key shall be liable in accordance with the statutory provisions

(a) in the event of intent or gross negligence;

(b) for damage resulting from injury to life, body or health;

(c) under the German Product Liability Act and towards data subjects under Art. 82 GDPR;

(d) for fraudulently concealed defects and to the extent of an expressly assumed guarantee.

(2) In the event of a slightly negligent breach of material contractual obligations, info-key shall only be liable for the damage typical for the contract and foreseeable at the time the contract was concluded. Material contractual obligations are those whose fulfillment makes the proper performance of the contract possible in the first place and on whose compliance the Customer may regularly rely. In such cases, info-key's liability per event of damage is additionally limited to the higher of the following amounts: EUR 12,500 or the

remuneration attributable to twelve months for the contract concerned (for shorter terms: the remuneration for the entire term).

(3) Otherwise, info-key's liability for slight negligence is excluded. Strict liability for defects already existing at the time the contract was concluded (Section 536a (1) BGB) is excluded.

(4) Except in the cases of paragraph 1, info-key's liability for the loss of data is limited to the effort that would have been required to restore the data had the Customer backed it up properly and regularly.

(5) The provisions of this § 12 also apply in favor of info-key's legal representatives, employees and vicarious agents.

(6) Claims for damages or reimbursement of futile expenses become time-barred two years after the Customer became aware, or should have become aware without gross negligence, of the circumstances giving rise to the claim, and at the latest upon expiry of the maximum periods under Section 199 BGB. In the cases of paragraph 1, the statutory limitation periods apply.

(7) For licenses provided free of charge, in particular evaluation licenses under § 5 (3) and free education licenses, info-key shall be liable only in the cases of paragraph 1; liability for slight negligence is excluded.

§ 13 Force majeure

Neither party shall be liable for failure to perform its obligations to the extent that this is due to force majeure, such as natural events, war, strikes, official orders, failures of power or network supply or other events for which it is not responsible. The affected party shall inform the other party without undue delay. Performance deadlines are extended by the duration of the impediment. The Customer's rights in the event of defects in the Licensed Software, in particular rent reduction under Section 536 BGB, remain unaffected. If the impediment lasts longer than three months, either party may terminate the affected contract for good cause; info-key will refund any remuneration paid in advance for the period after termination.

§ 14 Confidentiality and references

(1) The parties shall treat all confidential information of the other party that becomes known to them in the course of their cooperation as confidential, also beyond the end of the contract, and shall only disclose it to employees, the other persons referred to in § 3 (4), advisors and subcontractors engaged under § 16 (1) who need it to perform the contract and are themselves bound to confidentiality.

(2) This does not apply to information that is or becomes publicly known without a breach of contract, that was already known to the recipient or lawfully becomes known to it from third parties, or that must be disclosed due to a statutory or official obligation.

(3) Notwithstanding paragraph 1, info-key may name the Customer as a reference with its company name and logo on info-key's website, in presentations and in advertising materials. The Customer may object to this at any time in text form; info-key will then remove the reference within a reasonable period.

§ 15 Data protection

(1) Information on the processing of personal data, including during activation and the update check of the Licensed Software, is provided in the privacy policy at https://asom.eu/en/data-privacy-policy/.

(2) The parties comply with the applicable data protection regulations and oblige their employees to maintain confidentiality. If info-key processes personal data on behalf of the Customer in the course of its services, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR.

§ 16 Final provisions

(1) info-key may use subcontractors unless legitimate interests of the Customer, in particular data protection interests, prevent this. The Customer may only transfer rights under the contract to third parties with info-key's consent.

(2) Declarations after conclusion of the contract, such as notices of defects, the setting of deadlines and terminations, require at least text form (e.g. email).

(3) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(4) The exclusive place of jurisdiction is Wuppertal, Germany, if the Customer is a merchant, a legal entity under public law or a special fund under public law, or has no registered office in Germany. info-key is also entitled to bring an action against the Customer at the Customer's general place of jurisdiction.

(5) The German version of these Terms is authoritative.

(6) Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.