Standard License Agreement

Last updated: 10 June 2025

1. Introduction

This Standard License Agreement (the "Agreement") is made and entered into as of the date of acceptance by the Licensee, by and between:

Licensor: Linkerion GmbH**,** with its principal office located at Hallbergmooser Straße 27, 85356 Freising, Germany and its tax identifier DE351716755 ("Licensor").
Licensee: Any person or organization who purchases a Standard License ("Licensee") for Centias for use in production environments.
License Subject: The .NET package Centias ("Software"), developed by the Licensor and the Standard License ("License") governing usage of the package in production environments.

Collectively, the Licensor and the Licensee may be referred to as the "Parties" and individually as a "Party."

1.2 Purpose

This Agreement sets forth the terms and conditions under which the Licensor grants the Licensee a limited, non-exclusive, non-transferable, revocable, non-sublicensable License to use the Licensor's Software for use in production environments.

Centias is a .NET package intended for developers experienced with this framework. It enables developers to create an administration panel based on C# classes representing entities in Entity Framework Core.

The developer builds Resources based on these entities in order to showcase a list of existing entities, create new entities, show details of single entities or edit existing entities, among other things. The current capabilities of the Software are shown in more detail on the Website or in the Documentation linked on the Website.

By downloading, installing, accessing, obtaining a Standard License, or using the Software, you— both as an individual and on behalf of your employer or any other entity for which you are using the Software—acknowledge that you have read, understood, and agree to comply with the terms and conditions of this Agreement. If you do not agree with these terms, do not download, install or access the Software in any way or purchase a Standard License.

1.3 Supplementary Terms

In addition to the provisions set forth in this Agreement, all provisions contained within the Terms and Conditions <u>found on the Website</u> remain in full force and effect. This Agreement is intended to supplement, not supersede, the Terms and Conditions. In the event of any conflict between the terms of this Agreement and the Terms and Conditions, the terms of this Agreement shall prevail.

If you are a Standard License holder these terms shall superseded all terms defined in the Developer License Agreement as long as your Standard License is in an active state.

2. Further Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Account"**: A user account on the <u>centias.com</u> website, where a user can manage purchased Licenses, manage subscriptions and other user-related information.
- **"Agreement"**: This Software License Agreement, including all exhibits and appendices attached hereto.

- **"Documentation"**: Any user manuals, technical specifications, or other documentation provided by the Licensor to the Licensee relating to the use of the Software.
- **"License"**: The time-limited, non-exclusive, non-transferable right granted by the Licensor to the Licensee to use the Software in accordance with the terms and conditions of this Agreement.
- **"Licensee"**: The individual or entity that has entered into this Agreement and is granted a License to use the Software.
- **"Licensor"**: Linkerion GmbH, situated in Hallbergmooser Strasse 27, 85356, Freising. The owner and developer of the Software and the entity granting the License to the Licensee.
- **"Software"**: The .NET package known as Centias, including all related software files, updates, upgrades, and modifications provided by the Licensor.
- **"Updates"**: Any modifications, enhancements, or improvements to the Software provided by the Licensor to the Licensee from time to time.
- **"User"**: Any individual who is authorized by the Licensee to use the Software in accordance with the terms of this Agreement.
- **"Website"**: The website https://centias.com on which the Standard License is sold by the Licensor and managed by Licensees through their Accounts. The Terms & Conditions of Centias and the Website can also be found there.

3. Grant of License
3.1 License Grant
Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable License to:

a) **Install and Use**: Install and use the Software on an unlimited number of development environments, and on one production environment only bound to a domain previously set by the Licensee. The domain may not be modified by the Licensee after it has been set once and can only be changed at the discretion of the Licensor.

b) **Access and Utilize**: Access and use the Software for the Licensee's business purposes in accordance with the Documentation provided by the Licensor.

c) **Receive Updates**: Receive and use any Updates to the Software that the Licensor may provide from time to time.

3.2 Restrictions
The Licensee shall not, and shall not permit any third party to:

a) **Copy or Modify**: Copy, modify, adapt, translate, or create derivative works of the Software or any part thereof, except as expressly permitted by this Agreement.

b) **Reverse Engineer**: Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, unless expressly permitted by applicable law.

c) **Distribute**: Distribute, subLicense, lease, rent, or otherwise transfer the Standard License or any rights granted under this Agreement to any third party. This includes using this Software with a Standard License in any multi-tenant setup whatsoever.

d) **Remove Notices**: Remove, alter, or obscure any proprietary notices, labels, or markings on the Software.

e) **Use for Prohibited Purposes**: Use the Software for any unlawful purpose that violates the laws of your country of residence.

f) **Licensing Validation Circumvention:** Circumvent licensing validation mechanics in any way.

3.3 License Scope
The License granted under this Agreement is limited to one production environment bound to a single domain provided by the Licensee in the Licensee's Centias user account.

The License is granted for the duration of 1 year upon purchase. The Licensee can choose to annually renew the License or cancel annual renewal at any time through their Account. If the License validity period has expired the Software will not be usable in production environments.

3.4 License Term
The term of this License shall commence upon purchase of a Standard License and continue in effect until terminated as set forth in Section [Term and Termination] of this Agreement.

4. Provision
4.1 Software Delivery
The Software will be delivered electronically as a NuGet package downloadable from a NuGet server.

4.2 Standard License Provision
The Standard License will be linked to an Account upon purchase. The Account will be created automatically after successful checkout. The Licensee will receive all information about their Account in the email address the Licensee has submitted during checkout. After logging into their Account the Licensee can access the Standard License, the License key. They can also link a domain to their Standard License, which will enable the use of the Software on this domain.

4.3 License Validation
Your Standard License will be associated with a license key. If you have configured Centias to run in a production domain of your choosing you have to enter the license key in your Centias configuration. Centias will then attempt to validate the license key. This requires an active internet connection. If the license key is not found or deemed invalid the Software will not run in a production environment.

5. Intellectual Property Rights
The Licensor owns all intellectual property related to the Website and the Software, including but not limited to logos, icons, graphics, text, images, designs, source code, domains, and other content, except all elements from open-source projects to which the Licensor holds no exclusive rights and are governed by their own respective licenses.

The Licensee does not acquire any intellectual property rights by purchasing a Standard License, except as is set out in this Agreement. All use of intellectual property which is not expressly permitted in this Agreement, by applicable law or authorized by the Licensor, is prohibited.

The Software is the property of the Licensor. It is Licensed to you through the Standard License — not sold. The Software is protected under copyright laws, international treaties, and other intellectual property regulations. Apart from the specific usage rights granted to you in this License, all ownership rights, including those related to patents, copyrights, and trademarks, along with any printed materials or copies of the Software, remain fully with the Licensor.

6. Fees and Payment

6.1 Merchant of Record
Whether you buy a Standard License through the Website or your Standard License is automatically renewed, all payments will be handled through our Merchant of Record, Paddle. As a Merchant of Record, Paddle enables us to sell Standard Licenses for Centias worldwide in a secure and timely manner, while being compliant with local regulations. Paddle will process your payments and send you an invoice after completing your transaction. You will find all transactions made through the Website marked with **PADDLE.NET*CENTIAS** in your bank statement or credit card statement. For further information please visit paddle.com. Please also make sure to read Paddle's own terms of service.

6.2 License Fees
The License is granted for the duration of one (1) year upon purchase. The License fees can be taken from the Website. Fees on the landing page are without taxes. Prices for the Standard License will be shown based on your location in your local currency. Specific local pricing may apply in several countries. If no local pricing exists for your location it will default to pricing for Germany in Euros and be converted to your local currency instead. Paddle will handle currency conversion automatically. Please be aware that your bank may charge you with additional currency conversion fees or interchange fees.

6.3 Recurring Payments
The License will renew annually for the price stated on the Website and the respective License fee will be deducted from the Licensor's account by Paddle. The Licensor can turn off automatic renewal at any time in their Account on the Website. However, renewal has to be turned off in a timely manner before the next payment cutoff date.

6.4 Taxes
All prices on the landing page are without taxes. During the checkout process taxes will be calculated by Paddle based on your billing address. You can further add business information such as a Tax ID during the checkout process so that Paddle will recalculate the taxes accordingly.

You should ensure during the checkout process that all relevant data such as business information has been entered by you beforehand before completing your purchase.

6.5 Price Changes
Prices are subject to change. We will inform you of any pricing changes that would affect you six weeks beforehand by email. Please note, that price differences caused by currency fluctuations and automatic currency conversions do not fall under price changes.

7. Refund Policy
If you purchase the Standard License you will have the right to withdraw from your contract within 14 days. We do not require any reasons for withdrawal.

7.1 Consequences of Withdrawal
If your withdrawal complies with the terms outlined in these T&C, you will receive a refund of the original amount through the same transaction method you used during purchase. Please note that refunds are handled by our payment provider Paddle.

After withdrawal your right to use the Software in a production environment will expire immediately.

7.2 Withdrawal Limitations
You will not be able to withdraw from the contract if a domain has already been set for the purchased License in question.

During purchase you will be required to acknowledge our Refund Policy and its limitations.

Each withdrawal request will be reviewed individually. Should we find any indications of fraud or abuse of your right to withdrawal, we reserve the right to deny your withdrawal request.

7.3 How to withdraw
Should you be applicable for a refund and wish to do so please write to:
support@centias.com
Your email address should be the same that your Account is registered with on the Website. You can use the following template for your email for requesting a refund, although usage is not required:

To Linkerion GmbH, with its registered address at Hallbergmooser Strasse 27, 85356 Freising, Germany.

I/we (*) hereby give notice that I/we (*) withdraw from the contract regarding the purchase of the Centias Standard License.

Ordered and received on
Name of Purchaser
Address of Purchaser
Place and date of the Purchaser
*Delete as appropriate

8. Support
The Licensor will offer basic email support to the Licensee, however, response time cannot be guaranteed and depends on the overall volume of support requests.

Support only consists of answering questions regarding licensing, receiving bug reports, feature requests, feedback and other organizational matters. Technical support may only be offered at the discretion of the Licensor depending on the complexity of the support request on a case-by-case basis.

Feature requests and feedback may be used by the Licensor in the future without attribution or compensation to the requester. The feedback provider or feature requester hereby grants the Licensor all rights necessary to incorporate such feedback or feature requests in future releases.

9. Embargo Clause
By buying the Software you affirm that you are not situated in any country that is currently subject to sanctions or embargoes by the Federal Republic of Germany or the European Union. You also confirm that you do not buy this Software as a third party with the intent to circumvent any such sanctions or embargoes.

10. Term and Termination
10.1 Term
- **Effective Date**: This Agreement shall become effective on the date of purchase of a Standard License.
- **Initial Term**: The initial term of this Agreement shall be one (1) year from the Effective Date.
- **Renewal**: Unless otherwise specified, this Agreement shall automatically renew for successive one (1) year periods for the prices listed on the Website at the specified date unless the Licensee cancels automatic renewal in their Account prior to the renewal date. The Licensor may also terminate renewal, however, the Licensor has to do so at least 30 days prior to renewal.

10.2 Termination
Either Party may terminate this Agreement immediately upon written notice to the other Party if:
- The other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof.
- The other Party becomes insolvent, files for bankruptcy, or undergoes any similar proceedings.
- The Licensee Party fails to pay the amount due of the Standard License or revokes their payment after the fact by means such as chargebacks.

10.3 Effects of Termination
Upon termination of this Agreement:
- All Licenses granted under this Agreement shall immediately terminate, and the Licensee shall cease all use of the Software on the production domains linked to the Licenses.
- The Licenses will transition to Developer Licenses instead and Users may continue using the Software under the Developer License on non-productive environments as outlined by the Documentation,
- Any fees owed to the Licensor for the use of the Software under the Standard License up to the termination date shall become immediately due and payable.
- Warranties, Disclaimers, Limitation of Liability and any other provisions that by their nature should survive termination shall remain in effect.

11. Warranty
The Provider will make reasonable efforts to ensure that the Software remains in a functional and usable condition, within the scope of the Provider's capabilities. The usual legal warranty periods will apply.

11.1 Warranty regarding Intellectual Property Rights
We assure that the Software does not violate any third-party intellectual property rights. If any third-party claims arise due to such infringements related to the Licensee's use of the Software, we will indemnify the Licensee, covering all associated costs, including reasonable legal fees. The use of the Software does not include any data the Licensee introduces to the Software by themselves, such as database records, images or any other files not included in the original package version of the Software. The Licensee agrees to promptly notify us of any such claims and will give us full authority to manage and defend against these claims.

11.2 Warranty Exclusions
Warranty may be excluded in the following cases:
• Incorrect use of the Software or incorrect configuration.
• Only negligible deviations of Software quality or impairments to the usability of the Software deemed insignificant.
• Usage of hardware, operating systems, third-party software, dependencies or other equipment that is not compatible with the Software.
• If the User does not comply with the specified usage of the Software in the documentation linked on the Website.
• If a Software fault is known to a Licensee and not communicated to the Licensor in a reasonable time window of 14 days.

12. Software Updates

12.1 Updates
  • **Provision of Updates**: The Licensor may, at their sole discretion, provide updates to the Software. These updates may include bug fixes, patches, and other improvements designed to enhance the functionality, security, and performance of the Software.
  • **Notification**: The Licensor will use reasonable efforts to notify the Licensee of available updates. Such notifications may be provided via email, through the Website, the NuGet project site or other reasonable means.

12.2 Previews
Preview Releases: The Licensor may, at their discretion, offer preview versions of updates for testing purposes. Preview versions are provided "as is" and may contain bugs or incomplete features. The Licensee's use of preview versions is at their own risk, and the Licensor shall not be liable for any issues arising from the use of preview versions.

12.3 Compatibility
Backward Compatibility: The Licensor will use reasonable efforts to ensure that updates are compatible with previous versions of the Software. However, the Licensor does not guarantee backward compatibility and shall not be liable for any issues arising from incompatibilities. In case of updates that change the major version of the Software breaking changes are to be expected by the Licensee and any update to a new major version should be carefully considered beforehand.

13. Disclaimer
The following limitations and exclusions of liability apply:
1. The Licensor's liability towards the Licensee is in relation to the Licensee's usage of the Software. The Licensor is not responsible for any financial losses or damages that arise from usage of the Software by the Licensee, unless such damages arise from gross negligence or intent from the Licensor.
2. In case of gross negligence and culpable injury to life, limb or health we shall be liable without limitation.

3. Should a negligent breach of our obligations occur that are not subject to cases stated in 2., liability shall be limited to the damage typical of the negligent nature of breach of contract.
4. These limitations and exclusions of liability are further applicable to our employees and all associates.

14. Indemnification
You agree to indemnify and hold harmless the Licensor, its affiliates and employees for all claims, damages, losses, costs and expenses arising from or in any way related to your violation of the rights of any third parties.

15. Dispute Resolution
The place of jurisdiction for all disputes between the Licensor and Licensees is in the courts of Munich, Germany as far as it is legally permissible.

16. Miscellaneous Provisions
16.1 Entire Agreement
This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof in granting a limited Standard License for Centias and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

16.2 Severability
If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, and the affected provision shall be deemed modified to the extent necessary to make it valid and enforceable.

16.3 Force Majeure
Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, government actions, labor disputes, or internet outages. The Party affected by such an event shall promptly notify the other Party and use reasonable efforts to resume performance as soon as practicable.

16.4 Agreement Amendments
The Licensor reserves the right to modify, amend, or update this Agreement at any time and at its sole discretion. Any changes to this Agreement will be effective immediately upon posting the revised Agreement on the Licensor's Website or other designated platform such as the Licensor's Account or the NuGet.org package page. Licensees will be informed of such changes within a reasonable time frame by email sent to the email address associated with their Account. It is the responsibility of the Licensee to ensure that the email address on file is current and accurate.

The date the Agreement has been last updated is included at the top of the Agreement.

Continued use of the Software after the effective date of any changes shall constitute acceptance of the revised Agreement. If any changes to this Agreement are not acceptable to the Licensee, the Licensee may cease all use of the Software. Amendments, however, may only affect new Licenses or License renewals purchased after the effective date.

16.5 Usage Restrictions
The Software is not meant for use in any environment that provides critical functions to infrastructure, safety or similar circumstances. It is not meant to be used in any environment that requires guaranteed error-free execution or execution with real-time requirements.

16.6 Additional Terms for Consumers
For Consumers, that use the Software with a Standard License exclusively for personal non-commercial projects only, all terms that do not comply with Consumer laws are replaced by terms complying with Consumer laws instead.

We are not willing or obliged to participate in dispute resolution proceedings in front of a consumer arbitration board.