Halocline Desktop License Terms

Version ID: terms-desktop/2026-11/en

This English version is a convenience translation. The German version is legally binding (see E.8 paragraph 2).

A. General

A.1 Scope

1. The business relationship between Halocline GmbH & Co. KG, Netter Platz 3, 49090 Osnabrück (hereinafter "Halocline") and the customer (hereinafter "Customer") concerning the software Halocline Desktop is governed exclusively by the following Terms in the version valid at the time of contract conclusion. Deviating terms of the Customer or of third parties are not recognized unless Halocline expressly consents to their application in text form.
2. Halocline's offering is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Consumers within the meaning of Section 13 BGB are excluded from use.
3. Unless otherwise agreed, these Terms in the version communicated also apply as a framework agreement to similar future contracts, without Halocline having to refer to them separately.
4. The Software contains components that are licensed as open-source software. The affected components and their license terms can be viewed in the application. These Terms apply only to components that are not licensed as open-source software.
5. Separate terms of use apply to Halocline Web & XR; these Terms do not apply to Halocline Web & XR.

A.2 Definitions

1. **Software** means the desktop application Halocline Desktop including add-ons and user documentation in the version supplied from time to time.
2. **Product Description** means the description published by Halocline of the functional scope of the Software per contract type, available at https://halocline.io/en/product-description.
3. **Customer** is the organization (company, institution or other legal entity) for which the Software is used. Halocline's contracting party is always the organization, not the natural person acting.
4. **Users** are natural persons who use the Software for the Customer, in particular its employees and employees of affiliated companies pursuant to Section 15 of the German Stock Corporation Act (AktG).
5. **Account** means the user account of a User maintained with Halocline that is assigned to the Customer's organization.
6. **Admin** is a User designated by the Customer who creates, assigns and removes Users for the Customer.

7. **Data-Sync** means the optional cloud add-on service under B.3, by which the Customer's project data is synchronized between multiple installations via systems operated by Halocline.
8. **Customer Content** means all data that the Customer or its Users transmit to Halocline's systems in the context of Data-Sync.
9. **Contract type** means the variants governed in Part C: paid contract (C.1), free contract (C.2, also "Free") and educational license (C.3, also "Educational"); the trial period under C.4 is not a separate contract type.
10. **Price List** means the price list published by Halocline, available at https://halocline.io/en/pricing; for contracts concluded by way of an offer, the prices of the offer take its place.

A.3 Conclusion of Contract

1. Paid contracts are concluded by acceptance of an offer from Halocline in text form or via the online ordering process under paragraph 4.
2. Free contracts are concluded via the online registration process under paragraph 4 or by a switch under C.1.3 paragraph 4. Contracts for the contract type educational license are concluded in accordance with Part C.3.
3. Online registration and online ordering take place exclusively via Halocline's website. Registration is not possible in the Software; it is used with the existing Account or, in the case of a single-seat license, with the license key.
4. In the online process, the User, by submitting the completed form, makes an offer to conclude the contract on behalf of the Customer. Before submitting, the User can identify and correct the entries using the functions provided for this purpose. Halocline confirms receipt of the registration or order without undue delay by email; the contract is concluded upon activation of the Account or, where an Account already exists, upon activation of the ordered service or upon sending of the license key, whichever occurs earlier. The contract text is stored by Halocline and transmitted to the Customer with the confirmation in a storable form.
5. By submitting, the User affirms that the User is acting for the specified Customer and is authorized to conclude contracts of this kind for it, and that the Customer is not a consumer.
6. The contract can be concluded in German or English; in the event of contradictions, E.8 paragraph 2 applies.

A.4 Order of Precedence

Contractual agreements apply in the following order of precedence: (1) individual agreements between the parties, (2) the offer or the order, (3) the special provisions of the respective contract type (Part C), (4) the provisions on performance and provision (Part B), (5) the general provisions (Parts A, D, E), (6) the documents referred to (Product Description, Service Level Agreement, Data Processing Agreement), (7) statutory provisions. In matters of data protection, the Data Processing Agreement takes precedence over these Terms.

A.5 Account and Access Credentials

1. Use of the Software requires an Account, unless a single-seat license under B.2 paragraph 1 has been agreed. Each Account is assigned to one natural person and may not be shared with other persons.

2. The Customer ensures that its Users keep the access credentials secret, protects its Accounts, the Software and devices against unauthorized access by third parties and informs Halocline without undue delay if there is a suspicion that access credentials have become known to third parties or that an Account is being misused.
3. The Customer designates at least one Admin, to the extent that use requires an Account. Acts of the Users are attributed to the Customer.
4. Halocline may temporarily suspend an Account or the Customer's access if there are specific indications that the use violates these Terms or applicable law or puts the security of the systems of Halocline or of third parties at risk; in the case of a single-seat license, Halocline may deactivate the license key instead. Halocline may also suspend access if the Customer is in default with a payment due despite a reminder setting a period of 14 days. Halocline informs the Customer of the suspension and lifts it as soon as the reason has ceased to exist.
5. Halocline may delete organizations with a free contract all of whose Accounts have not been used for more than twelve months, including their Accounts, after prior notice by email with a notice period of 30 days. The contract ends upon deletion.

B. Performance and Provision

B.1 Supply of Software

1. Halocline makes the Software available to the Customer via the internet for download and for local storage in the Customer's IT environment. For this purpose, Halocline sends a download link and activates the Software via the Account. In the case of a single-seat license under B.2 paragraph 1, Halocline instead sends a license key, which must be entered after installation and kept safe for later use.
2. The installation of the Software, internet access for the purpose of the download and delivery of the source code are not owed.
3. The functional scope of the Software is set out in the Product Description for the respective contract type. The system requirements are stated in the Product Description; meeting them is the Customer's responsibility.
4. For paid contracts, Halocline makes updates available to the Customer at irregular intervals during the contract term, which may contain new functions; for free contracts and educational licenses, Halocline provides updates at its own discretion. Halocline is entitled to change and optimize the Software to an extent that does not materially impair the purpose of the contract. If a feature stated in the Product Description is removed or restricted, E.7 paragraph 5 applies; for free contracts, C.2.4 applies. Material changes to functions are communicated to the Customer at an early stage.
5. The Software stores the Customer's project data locally in the Customer's IT environment. Project data is transmitted to Halocline only in the context of Data-Sync (B.3) or a support request initiated by the Customer. This does not affect the processing of account and usage data in accordance with the privacy notice (E.4 paragraph 1).
6. Upon termination of the contract, all rights of use of the Customer cease. The Customer must permanently delete the Software from its IT environment and destroy all materials supplied and all backup copies. Any use after the end of the contract is not permitted. B.3 paragraph 7 applies to Customer Content in Data-Sync.

B.2 License Metrics

1. **Single-seat license (Single Seat).** The single-seat license is device-based, is activated via the license key and does not require an Account. One license entitles the Customer to use on one computer. If the Customer changes the hardware, the Customer must delete the Software from the mass storage of the hardware previously used. Simultaneously keeping or using the Software on more than one item of hardware is not permitted unless otherwise agreed. If use on the licensed computer is temporarily not possible or only possible to a limited extent, in particular due to disruptions, repair or maintenance, the Customer may use the Software on a replacement computer on an interim basis.
2. **Named-user license.** A named-user license entitles the Customer to install and use the Software on any number of devices; however, the Software may be used only by the named person via that person's Account. The license is tied to that person until the end of the month and may be assigned to another person at the change of month.
3. **Concurrent-user license (floating).** A concurrent-user license entitles the Customer to installation and use of the Software on any number of devices by any User of the Customer with an Account. The number of simultaneous uses is limited to the number of licenses acquired. During use, a license is tied to the respective User; after the end of use, it is available to other Users again.
4. Which metric applies and in what number is set out in the offer or, for free contracts, the Product Description.

B.3 Data-Sync (Optional Cloud Add-on Service)

1. **Service provided.** Data-Sync enables the synchronization of project data between multiple installations of the Software via cloud systems operated by Halocline. Data-Sync is available only in conjunction with a paid contract and is ordered separately; the remuneration is set out in the offer. The term and termination of Data-Sync follow the contract for the Software, unless otherwise agreed in the offer. The functional scope is set out in the Product Description.
2. **Handover point.** The place of performance is the router exit of the data center used by Halocline. The Customer is responsible for the connection from the handover point to the Customer's IT environment.
3. **Availability.** Data-Sync is subject to Halocline's Service Level Agreement in the version agreed from time to time pursuant to E.7, available at https://halocline.io/en/sla.
4. **Customer Content.** The rights in the Customer Content remain with the Customer. The Customer grants Halocline the non-exclusive right to store, transmit, reproduce and technically process Customer Content solely for the purpose of providing the contractual services, including the creation of backup copies. The Customer ensures that it is entitled to transmit the Customer Content and that the Customer Content does not infringe any third-party rights or violate any statutory provisions, and indemnifies Halocline against third-party claims based thereon.
5. **Data backup.** Halocline backs up the Customer Content stored via Data-Sync regularly in accordance with the procedure described in Annex 3 no. 1.6 of the Data Processing Agreement; this also applies to Customer Content without personal reference. The Customer's obligation to make its own data backups under E.3 paragraph 2 remains unaffected by this, in particular for the locally stored project data.
6. **Data protection.** To the extent that Halocline processes personal data on behalf of the Customer in the context of Data-Sync, the Data Processing Agreement under E.4 paragraph 2 applies.

7. **Termination.** Upon termination of Data-Sync, Halocline makes the Customer Content available to the Customer for retrieval in a common format upon request. The request must be made in text form within 30 days after termination; Halocline then provides the Customer Content within 10 working days. Halocline charges no fees for this. After expiry of the period for the request or, where a request was made, after the provision, Halocline deletes the Customer Content from the active systems within one month, unless statutory retention obligations preclude this. Backup copies are overwritten in the regular backup cycle and no longer exist at the latest 379 days after deletion from the active systems; deleted data are not restored from backups. Section 9 of the Data Processing Agreement remains unaffected.
8. **Switching providers.** The Customer may request in text form, with a notice period of two months, that Halocline support the switch to another provider or to its own infrastructure, or delete its exportable data. Halocline supports the switch within 30 calendar days and thereafter keeps the Customer Content available for retrieval for at least 30 calendar days. Customer Content can be exported in the formats that Data-Sync provides for export. Halocline charges no fees for the switch.

C. Contract Types

C.1 Paid Contracts

C.1.1 Subject Matter of the Contract. The subject matter of the contract is the supply against payment, limited to the contract term, of the Software stated in the offer or in the order, together with the grant of the rights required for use in accordance with the contract pursuant to E.1.

C.1.2 Remuneration and Payment. The amount of the remuneration is set out in the offer or the online ordering process. Unless otherwise agreed, the remuneration for the respective contract term is invoiced in advance and is due within 14 days of receipt of the invoice without deduction. All prices are net plus statutory value added tax. In the online ordering process, the User places the order by submitting the order form (A.3 paragraph 4).

C.1.3 Contract Term and Termination.

1. The contract term begins on the date stated in the offer, otherwise on the day on which Halocline provides access to the Software.
2. The term is determined by the offer or the order. Contracts renew automatically for the agreed term unless terminated by either party with the agreed notice period as of the end of the respective term. In the absence of a specification, the term is twelve months and the notice period three months.
3. The right to termination for cause remains unaffected. Notices of termination must be in text form.
4. A paid contract is not automatically continued as a free contract after its termination; the Customer may choose a switch to a free contract in text form until the end of the contract, but not after a termination for cause by Halocline. The switch requires an Account. If the Customer so chooses, C.2 and the limits of the Product Description for free contracts apply from the end of the contract; Halocline limits use to this scope from the end of the contract. B.3 paragraph 7 applies to Customer Content in Data-Sync.

C.1.4 Price Change upon Automatic Renewal.

1. Halocline is entitled to adjust the remuneration as of the time of the automatic renewal.

2. Notice of a price change is given in text form no later than four weeks before the start of the new contract period.
3. If the Customer does not agree to the price change, it may terminate the contract without observing a notice period until the expiry of the current contract period. If no termination is declared, the contract renews on the changed terms; Halocline points this out in the notice.

C.1.5 Warranty and Liability.

1. Halocline's warranty does not extend to damage or disruptions caused by the Customer culpably violating these Terms.
2. If a defect occurs in the services provided by Halocline, Halocline will, at its option, either remedy it within a reasonable time or perform the service complained of again free of defects (subsequent performance). Whether a shortfall in the availability of Data-Sync constitutes a defect is determined by the Service Level Agreement.
3. Halocline is liable for damages or reimbursement of futile expenses without limitation in the event of intent or gross negligence, for injury to life, body or health, in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz), to the extent of a guarantee assumed by Halocline and in the event of fraudulent intent.
4. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (material contractual obligation (cardinal obligation)), Halocline's liability is limited in amount to the damage that is foreseeable and typical for the type of transaction. The same applies in the event of default by Halocline as debtor or impossibility of performance for which Halocline is responsible.
5. In the cases of paragraph 4, liability per contract year is limited in total to 100 % of the remuneration owed for that contract year, but at least to EUR 10,000. Liability for data loss is furthermore limited to the typical restoration effort that would have been incurred if the Customer had made backup copies regularly and in a manner commensurate with the risk; for Customer Content in Data-Sync, the effort for restoration from the last backup made in accordance with the contract pursuant to B.3 paragraph 5 applies instead. Paragraph 3 remains unaffected.
6. Halocline is not liable for disruptions of the telecommunications connection between the Customer's IT environment and Halocline's systems, to the extent that these lie outside Halocline's sphere of influence, or for damage caused by force majeure or comparable events (in particular strike, pandemic, official order, failure of third-party telecommunications networks). Paragraph 3 remains unaffected.
7. Halocline's liability irrespective of fault for defects existing at the time of contract conclusion (Section 536a paragraph 1 BGB) is excluded. Paragraphs 3 and 4 remain unaffected.
8. Halocline has no further liability. The above limitations also apply to the personal liability of Halocline's employees, representatives and corporate bodies.

C.2 Free Contracts

C.2.1 Subject Matter of the Contract. The subject matter of the contract is the supply of the Software free of charge in the functional scope set out in the Product Description for free contracts, together with the grant of the rights required for use in accordance with the contract pursuant to E.1. A free contract requires an Account; single-seat license and Data-Sync are not available for free contracts.

C.2.2 Legal Nature. The supply is made free of charge in accordance with the provisions on gratuitous loan (Leihe) (Sections 598 et seq. BGB). Sections 599 and 600 BGB apply.

C.2.3 Use. Free contracts also permit use for commercial purposes. Use is restricted to the limits stated in the Product Description (in particular number of Users, functions, fair-use rules). Creating multiple Accounts or organizations to circumvent these limits is not permitted.

C.2.4 Modification and Discontinuation. Halocline may change the functional scope and the usage limits of free contracts with a notice period of one month, or discontinue the offering of free contracts. Notice is given by email to the Customer's Admins and by notice in the Software.

C.2.5 Term and Termination. The contractual relationship begins upon activation of the Account. It runs for an indefinite period and may be terminated by the Customer at any time without observing a notice period, and by Halocline with a notice period of one month in text form. Deletion of the organization by the Customer is deemed a termination. A switch to a paid contract is possible at any time via an offer or the online ordering process; the free contract ends when the paid contract begins.

C.2.6 Warranty and Liability.

1. Halocline gives no warranty that the Software, beyond the functional scope set out in the Product Description, has specific functions, meets the Customer's requirements, runs without disruptions and errors or is compatible with third-party software or devices.
2. Subject to paragraph 3, Halocline is liable for material defects and defects of title, irrespective of the legal ground, only to the extent that Halocline has fraudulently concealed the defect.
3. Halocline is liable for damages or reimbursement of futile expenses without limitation in the event of intent or gross negligence, for injury to life, body or health, in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz), to the extent of a guarantee assumed by Halocline and in the event of fraudulent intent.
4. To the extent that the provisions on gratuitous loan (Leihe) do not apply to the contractual relationship, Halocline's liability for a slightly negligent breach of a material contractual obligation (cardinal obligation) is limited to the foreseeable damage typical for the contract; liability for data loss is limited to the typical restoration effort in the case of regular data backups commensurate with the risk.
5. There is no further liability. The above limitations also apply to the personal liability of Halocline's employees, representatives and corporate bodies.

C.2.7 Support. There is no entitlement to support. Halocline provides documentation and help articles at https://helpdesk.halocline.io.

C.3 Educational License

C.3.1 Eligible Institutions. The contract type educational license is open to universities, vocational schools, research institutions and comparable institutions that use the Software for purposes of teaching, study or non-commercial research (hereinafter "Institution"). Halocline decides on admission on a case-by-case basis.

C.3.2 Conclusion of Contract. The Institution applies for the contract type educational license via the form provided for this purpose or by email. Halocline reviews the application and may submit to the Institution an offer free of charge. The contract is concluded when a person authorized to represent the Institution (as a rule the Institution's administration or a person authorized by it) accepts the offer in text form; the accepting person affirms that they are authorized to conclude the contract for the Institution. The Customer is the Institution. Students use the Software as Users under the Institution's organization. If

members of an Institution register via the website, this is an application for assignment to that Institution and not a conclusion of contract; access is only set up once the Institution is a Customer and has activated the person as a User, or Halocline activates the person after confirmation by the Institution.

C.3.3 Subject Matter of the Contract. The subject matter of the contract is the supply of the Software free of charge in the functional scope set out in the Product Description for the contract type educational license with the license metric and number stated in the offer. The contract type educational license requires an Account; single-seat license and Data-Sync are available only to the extent that the offer so provides. Changes to the metric or number are made by way of an amended offer. E.1 paragraph 1 applies with the proviso that no rights are granted to affiliated companies. C.2.2 applies accordingly.

C.3.4 Purpose Limitation. The Software may be used exclusively for educational and non-commercial research purposes. Any direct or indirect use for commercial or other profit-oriented purposes is prohibited; this also applies to research and development projects that are financed or commissioned in whole or in part by companies. Paid and free contracts are available for such purposes.

C.3.5 Assurance and Consequences of Use Contrary to the Purpose. The Institution assures that the requirements under C.3.1 are met and that use remains limited to the purposes under C.3.4. If it turns out that the Software has been used for other purposes, Halocline may terminate the contract for cause and demand, for the licenses used contrary to the purpose and for the period of the use contrary to the purpose, the remuneration according to the Price List for paid contracts; E.2 does not apply in addition. Further claims remain unaffected.

C.3.6 Term and Termination. The contractual relationship begins upon activation. It runs for an indefinite period and may be terminated by either party by ordinary termination with a notice period of three months in text form.

C.3.7 Support. Halocline handles support requests from the Institution at its own discretion. Support requests must be submitted via https://helpdesk.halocline.io.

C.3.8 Warranty and Liability. C.2.6 applies.

C.4 Trial Period

C.4.1 Subject Matter. Halocline may offer the Customer a free, time-limited trial period in which the Customer can use the Software in the functional scope of a plan for paid contracts stated in the Product Description (hereinafter "trial period"). The trial period is not a separate contract type; it requires a free or paid contract with an Account or establishes a free contract in accordance with A.3. Single-seat license and Data-Sync are not available in the trial period.

C.4.2 Start and Duration. The trial period begins when an Admin selects it or when Halocline activates it by arrangement in text form. It lasts 14 days unless otherwise agreed in text form. Halocline may limit the trial period per Customer to one trial period per plan.

C.4.3 End. The trial period ends upon expiry of its duration without any termination being required. It does not automatically convert into a paid contract; such a contract is concluded only in accordance with A.3 paragraph 1. After the end of the trial period, the previous contract applies again, for free contracts with the limits of the Product Description. Project data created in the trial period remains in the Customer's IT environment; functions that go beyond the scope of the previous contract are no longer available thereafter.

C.4.4 Warranty, Liability, Support. C.2.2, C.2.6 and C.2.7 apply to the trial period.

D. Beta Features

1. Halocline may make available to the Customer individual functions or software versions that are marked as "Beta", "Preview" or similar (hereinafter "Beta features"). Beta features are at the development stage, may not be fully functional and serve to trial new functionalities and to find errors. Use is voluntary.
2. The Customer acknowledges that Beta features may contain errors that can lead to malfunctions, crashes, interruptions and data loss, and that functions of a Beta version may not be included in later production versions. Before using Beta features that access production data, the Customer must perform a complete backup of its data.
3. Halocline is entitled at any time, after reasonable notice, to change or discontinue Beta features.
4. The Customer supports Halocline by providing feedback on the functioning and errors of the Beta features, for example via user surveys or error reports. Halocline may use feedback without remuneration for the further development of the Software.
5. For Beta features, irrespective of the contract type and in derogation from C.1.5, the liability provision under C.2.6 applies. Beta features are not subject matter of the Service Level Agreement.

E. General Provisions

E.1 Rights of Use

1. Upon conclusion of the contract, Halocline grants the Customer and the companies affiliated with it pursuant to Section 15 AktG the non-exclusive, non-transferable and non-sublicensable right, limited in time to the duration of the contractual relationship, to use the Software in object code for the respective contractual purpose in accordance with these Terms. In the case of paid contracts, the grant of rights is subject to revocation until full payment of the remuneration.
2. The Customer is not entitled to use the Software beyond the contractually permitted use. In particular, the Customer may not reproduce the Software or parts thereof beyond the licensed scope and may not sell, rent, lend, decompile, reverse engineer or otherwise make it available to third parties. The rights under Sections 69d, 69e of the German Copyright Act (UrhG) remain unaffected.
3. If Halocline provides new versions, updates or functions during the term, the above rights also apply to these.
4. Copyright notices and other markings of the Software may not be removed, altered or suppressed.

E.2 Overuse and Information

1. If the Customer uses the Software beyond the agreed scope, in particular with more computers, Users or simultaneous uses than agreed, the Customer must pay, for the period of the overuse, the remuneration for the excess scope according to the Price List valid at the time of the overuse. If the Customer is responsible for the overuse, the remuneration increases by a flat-rate surcharge of 100 % to compensate Halocline's monitoring and tracking effort. The Customer reserves the right to prove that Halocline has incurred no damage or substantially lower damage. The surcharge is credited against further claims for damages.
2. Upon request, at most once a year, the Customer provides Halocline within four weeks in text form with information on the scope of use (number of installations, Users, simultaneous uses).

E.3 Obligations of the Customer

1. The Customer reports disruptions and defects of the Software to Halocline without undue delay. In doing so, the Customer takes into account Halocline's instructions for problem analysis to the extent reasonable and forwards to Halocline all information required for the remediation.
2. It is incumbent on the Customer to take appropriate data backup precautions consistent with the diligence of a prudent merchant so that its data can be reproduced with reasonable effort.
3. The Customer ensures that its Users comply with these Terms.

E.4 Data Protection and Confidentiality

1. Information on the processing of personal data by Halocline is contained in the privacy notice at https://halocline.io/en/privacy/desktop. Halocline informs the Customer in good time of material changes to the Software that affect the processing of personal data, by notice in the Software or by email to the Customer's Admins. Changes concerning sub-processors are governed by the procedure of the Data Processing Agreement.
2. To the extent that Halocline processes personal data on behalf of the Customer (in particular Customer Content in Data-Sync and files attached to a support request), Halocline's Data Processing Agreement applies as an annex to these Terms in the version valid at the time of contract conclusion, available at https://halocline.io/en/dpa. In the online process, it becomes part of the contract through the Customer's confirmation; where the contract is concluded by way of an offer, it is attached to the offer. This applies to all contract types.
3. The parties treat all information that they receive from the other party in connection with the contractual relationship as confidential without limitation in time and use it only within the scope of the cooperation. The exceptions of Section 5 of the German Trade Secrets Act (GeschGehG) remain unaffected. Excluded from the obligation is information that was demonstrably already known to the recipient or subsequently becomes lawfully known from a third party, that is or becomes publicly known, or that must be disclosed due to a statutory obligation or an order of an authority or court; in the latter case, the recipient informs the other party in advance, to the extent permitted.

E.5 Export Control

The Software is subject to the applicable export control and sanctions regulations of the Federal Republic of Germany, the European Union and the United States of America, as amended from time to time. The Customer may not export or pass on the Software to countries or persons, or use it there, for which these regulations provide for a prohibition or an authorization requirement, without having obtained the required authorizations. The Customer affirms that neither it nor its Users are listed on a relevant sanctions list.

E.6 Support

For paid contracts, Halocline offers support in accordance with the Service Level Agreement in the version agreed from time to time pursuant to E.7, available at https://halocline.io/en/sla; it governs support hours, channels and response times. C.2.7 and C.3.7 apply to free contracts and educational licenses.

E.7 Amendments to these Terms

1. Halocline may amend these Terms with effect for the future. Halocline announces amendments to the Customer's Admins by email and to the email address specified at contract conclusion at least four weeks before they take effect and provides the amended version in a storable form.
2. The amended Terms become part of the contract if the Customer accepts them. Acceptance is effected by confirmation of an Admin at the next login after they take effect, or, in the case of single-seat licenses without an Account, at the next start of the Software or when an update is installed. Until acceptance, the previous version applies.
3. For free contracts and educational licenses, continued use of the Software after the amendments take effect is possible only after acceptance. If the Customer does not accept the amendments, either party may terminate the contract as of the time they take effect.
4. For paid contracts, without acceptance the previous version continues to apply until the end of the current contract term; use is not restricted. The Customer may terminate the contract without observing a notice period until the expiry of the current contract term. If the Customer does not terminate by the expiry of the current contract term, the amended version is deemed accepted from the next renewal; Halocline points this out, and the right of termination, in the announcement.
5. Paragraphs 1 to 4 apply accordingly to amendments to the documents referred to (Product Description, Service Level Agreement, Data Processing Agreement), unless C.2.4 applies or the Data Processing Agreement provides for its own procedure, in particular for the engagement of sub-processors.
6. Irrespective of paragraphs 1 to 5, Halocline is entitled to adjust these Terms unilaterally if this is necessary due to a change in the legal or statutory situation or if the equivalence of performance and consideration is disturbed to a not insignificant extent by unforeseeable circumstances that Halocline did not cause and over which it has no influence, provided the adjustment is reasonable for the Customer.

E.8 Miscellaneous

1. References to persons in these Terms apply to all genders.
2. In the event of contradictions between different language versions, the German version prevails.
3. The Customer may assign rights under this contract to third parties only with Halocline's prior consent; Section 354a of the German Commercial Code (HGB) remains unaffected.
4. Amendments and supplements to these Terms as well as assurances and guarantees must be in text form. E.7 remains unaffected.
5. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
6. Should any provision of these Terms be invalid in whole or in part, the validity of the remaining provisions remains unaffected.
7. The place of jurisdiction is Osnabrück, provided the Customer is a merchant, a legal entity under public law or a special fund under public law. Halocline is entitled to also sue the Customer at the Customer's general place of jurisdiction. Mandatory jurisdiction under Article 24 of the Brussels Ia Regulation (EuGVVO) remains unaffected.

Version 2026-11, valid from November 18, 2026