LICENCE AGREEMENT

for the use of the software "AlDente"

EVALUATION LICENSE

AppHouseKitchen GmbH

1. Preamble

The AppHouseKitchen GmbH, owner: David Wernhart and Matthias Kerbl, located in Obersdorfer Straße 31/5/11, 2120 Wolkerdorf, Austria (hereinafter referred to as "**COMPANY**") offers the "All-In-One charge limiter app for MacBooks" "AlDente".

The licence agreement regulates the use of the software "AlDente" (hereinafter referred to as "**SOFTWARE**") **for free** if the **evaluation license** has been selected.

This licence agreement is addressed to persons who wish to use the services for professional purposes, i.e. entrepreneurs in the sense of section 1 Abs 1 Z 1 KSchG ("Austrian Customer Protection Act") but also private customers (consumers in the sense of section 1 Abs Z 2 KSchG) (both together hereinafter referred to as "**USER**").

For the purpose of better readability, no gender-specific differentiation is made. This is done without any intention of discrimination. All genders are equally addressed.

2. Scope of application

This Evaluation Licence Agreement defines and regulates the procurement, use and commercial exploitation of the SOFTWARE as well as the related business and administrative activities if the USER uses the SOFTWARE **free of charge** for the purpose of evaluating the SOFTWARE. However, if the USER concludes a legal transaction against payment, a separate licence agreement shall apply.

3. Conditions of use

The USER is obliged to provide truthful, comprehensive and correct information within the framework of the business relationship and to keep the specific information up to date at all times. The USER shall treat all data confidentially (this applies in particular to log-in data and passwords). If the USER suspects misuse by third parties, he must inform the COMPANY of this immediately.

The USER shall refrain from all actions which may endanger or impair the technical functionality of the SOFTWARE (including cyber attacks). Such behaviour will be prosecuted.

The USER shall take reasonable precautions to protect the SOFTWARE from unauthorised access by third parties.

The USER shall inform its employees or persons similar to employees that the creation of copies beyond the scope of this evaluation licence agreement is not permitted.

The USER is responsible for setting up the necessary infrastructure to ensure the intended operation of the SOFTWARE. The COMPANY is not obliged to provide any further information or advice in this respect.

It is the USER's responsibility to check the compatibility (i.e. the ability to interact with the USER's existing software and hardware infrastructure) and the functional scope of the SOFTWARE before using it against payment.

4. Copyright

The COMPANY shall provide the USER with the SOFTWARE on a non-exclusive basis and for a unlimited period of time, content and territory, however, only **for the evaluation purposes** (within the meaning of section 24 (1) sentence 1 of the Austrian Copyright Act "Werknutzungsbewilligung"). The objective purpose of the business relationship is the evaluation of the SOFTWARE for the purpose of trial. Unless expressly agreed otherwise, the SOFTWARE may also be used for commercial purposes. The exclusive right to use and exploit the SOFTWARE (within the meaning of section 24 (1) sentence 2 UrhG "Werknutzungsrecht") shall in any case remain with the COMPANY.

The USER is permitted to use the SOFTWARE exclusively for the evaluation purposes intended by the COMPANY.

Please note that the evaluation license does not grant the USER the right to use the SOFTWARE in its entirety.

Sub-licensing or further licensing is only permitted with the express consent of the COMPANY.

The right to decompile the SOFTWARE is excluded.

Markings of the SOFTWARE, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognisable.

The surrender of the source code of the SOFTWARE is not owed. Neither is a user manual owed, nor the performance of training courses.

5. Use of open source components

The SOFTWARE developed and provided by the COMPANY contains components that are licensed as Open Source Software. The OSS components may only be used under the respective OSS licence conditions. The OSS components are listed in Annex I. The source code of the OSS components (see „Readme" in **Annex I**), the respective licence texts, any copyright notices and their disclaimers shall be made available to the CUSTOMER via link in **Annex I**.

Upon request by the CUSTOMER, the open source code can also be transmitted on a permanent data carrier (e.g. USB stick).

> **Attention**: With regard to the OSS components used, the contractual partner of the CUSTOMER is not the COMPANY, but the respective open source licensor.

> **Attention**: The COMPANY draws attention to the fact that risks are associated with the use of OSS components. As - demonstrative - examples are to be mentioned: Because the source code of the OSS components is public, it is susceptible to security incidents; furthermore, permanent maintenance and use of the OSS components is not ensured; warranty and damage claims are largely excluded.

6. Restriction of the duty to make available

Since no paid version is owed, the COMPANY is in no way obliged to make the SOFTWARE available. The COMPANY reserves the right to discontinue the SOFTWARE without notice.

7. Limitation of liability and warranty

Since no paid version is owed, all warranty and liability claims against the COMPANY are excluded in their entirety. This shall not apply in the event of intentional damage.

8. Right to amend the evaluation licence

The COMPANY shall be entitled to amend this Evaluation Licence Agreement at any time. The COMPANY shall inform the USER of such amendments by sending the amended Evaluation Licence Agreement to the contact details last provided by the USER. The USER shall have the right to object to the amendments. If the USER does not object within 14 days after notification of the amendments, it shall be assumed that the USER has tacitly agreed to the amended evaluation licence agreement.

9. Data protection and protection of business and trade secrets

The disclosure of data and information to the respective required business partners is permitted to the extent necessary for the fulfilment of the contractual relationship (Art 6 para 1 lit b GDPR). Otherwise, the COMPANY and the USER shall be mutually obliged to maintain secrecy with regard to the circumstances and data relating to the other of which they become aware as a result of the present business relationship and, in particular, to observe data secrecy. These obligations regarding data and business secrecy shall also apply beyond the contractual relationship. The COMPANY and the USER further undertake to instruct and instruct their employees and vicarious agents in this sense.

> **The contracting parties further undertake to protect mutually disclosed business and trade secrets appropriately within the meaning of section 26b (1) no. 3 of the Austrian UWG.**
>
> **A violation of the confidentiality obligations may (among other things) result in consequences under criminal law and damages law.**

It is pointed out that the source code programmed by the COMPANY constitutes a trade and business secret within the meaning of section 26b UWG.

The COMPANY informs that data of the USER may be processed for advertising purposes on the basis of legitimate interests (Art 6 para 1 lit f DSGVO). **The USER is entitled to object to the processing of his/her data for advertising purposes** (Art 21 (2) GDPR).

10. Reference-Clause

The COMPANY shall be entitled to indicate the fact of the business relationship with the USER by means of a reference on its homepage or business papers. The

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COMPANY shall be entitled to use the USER's logo in this context. This right to name references also extends beyond the contractual relationship.

11. Participation in evaluations

For the purpose of evaluating the SOFTWARE, the USER undertakes to provide the COMPANY with information on the user-friendliness and performance of the SOFTWARE to a reasonable extent free of charge upon request by the COMPANY and, if necessary, to communicate any suggestions for improvement.

12. Blocking access to the SOFTWARE

If the COMPANY has reasonable grounds to believe that the USER or one of its end users is using the SOFTWARE in an unlawful manner, the COMPANY shall be entitled to block access to the SOFTWARE immediately and without prior notice. This shall not affect the possibility of further legal remedies.

13. Jurisdiction and applicable law

This contractual relationship shall be governed by and construed in accordance with Austrian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of conflict-of-law rules is excluded.

The exclusive place of jurisdiction is the competent court in Korneuburg, Austria.

14. Further issues

If any part of this Evaluation Licence Agreement should be invalid, the validity of the remaining conditions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic intent of both contracting parties as discernible from the agreement.

The COMPANY recommends the USER to save this licence agreement permanently.

ANNEX I Open Source:

sindresorhus/Defaults:

Function	Library to persist user settings
Licence	**MIT-License**: https://github.com/sindresorhus/Defaults/blob/main/license
Readme	https://github.com/sindresorhus/Defaults
Disclaimer	THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
Copyrights	Sindre Sorhus

sindresorhus/LaunchAtLogin:

Function	Provides launch at login functionality
Licence	**MIT-License**: https://github.com/sindresorhus/LaunchAtLogin/blob/main/license
Readme	https://github.com/sindresorhus/LaunchAtLogin
Disclaimer	THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

	AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
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sindresorhus/Preferences:

Function	Preference window library
Licence	**MIT-License**: https://github.com/sindresorhus/Preferences/blob/main/license
Readme	https://github.com/sindresorhus/Preferences
Disclaimer	THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
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sparkle-project/Sparkle

Function	Framework for automatic app updates

Licence	https://github.com/sparkle-project/Sparkle/blob/2.x/LICENSE
Readme	https://github.com/sparkle-project/Sparkle
Disclaimer	THIS SOFTWARE IS PROVIDED BY THE AUTHOR ``AS IS'' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
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bspatch.c and bsdiff.c, from bsdiff 4.3
Copyright (c) 2003-2005 Colin Percival.

sais.c and sais.c, from sais-lite (2010/08/07)
Copyright (c) 2008-2010 Yuta Mori.

SUSignatureVerifier.m:
Copyright (c) 2011 Mark Hamlin.

Beltex/SMCKit

Function	Interface to access the System Management Controller
Licence	**MIT-License**: https://github.com/beltex/SMCKit/blob/master/LICENSE
Readme	https://github.com/beltex/SMCKit
Disclaimer	THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM,

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