LICENCE AGREEMENT
for the use of the software "AlDente"
SUBSCRIPTION VERSION
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 rental and use of the software "AlDente" (hereinafter referred to as "**SOFTWARE**") if the **subscription licence** version 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 "**CUSTOMERS**").

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

All business relations between the COMPANY and the CUSTOMER in connection with the acquisition and use of the SOFTWARE are subject to this license agreement in the version applicable at the time of the conclusion of the transaction. Any deviating terms and conditions of the CUSTOMER shall not apply unless the COMPANY has agreed to their validity in writing.

The SOFTWARE contains proprietary software components and open source components (hereinafter "OSS components") (see clause 3**Fehler! Verweisquelle konnte nicht gefunden werden.**). With regard to the OSS components, the respective licence conditions of the OSS licensors shall apply. **The COMPANY is not the contractual partner of the CUSTOMER with regard to the OSS components and cannot be held liable for them**. This licence agreement therefore relates exclusively to the proprietary software components. „Proprietary software" refers to those elements which were developed by the COMPANY and whose source code is to be qualified as confidential.

Contractual, ordering and business language is English.

The license agreement is permanently available on the website.

3.   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.

---

4.   Conditions of use

The CUSTOMER is obliged to provide true and complete information in the course of the business relationship and to keep his data up to date at all times. He shall treat his data confidentially. If the CUSTOMER suspects misuse by third parties, he must inform the COMPANY immediately.

The CUSTOMER shall refrain from all actions that could endanger or impair the technical provision of services of the COMPANY (including cyber attacks). Such behaviour will be legally prosecuted.

It is the CUSTOMER's responsibility to create the necessary electronic infrastructure (in particular e-mail account as well as hardware and software infrastructure) for using the services. This also means that the CUSTOMER has the necessary software and hardware equipment to use the SOFTWARE. The COMPANY shall have no obligation to provide information or advice in this regard.

5. Offer and conclusion of contract

By clicking the button "Buy now" and entering the required data in the input mask, the CUSTOMER makes a binding offer to conclude a contract with the COMPANY. The COMPANY is not obliged to accept this offer, but will confirm receipt of the offer ("**order confirmation**"). The acceptance of the CUSTOMER's offer, and thus the conclusion of the contract, is made by the COMPANY by making the services available to the CUSTOMER for download or by accepting the offer explicitly ("**contracting confirmation**") via email.

6. Payment modalities

The prices and currencies are listed on the website of the COMPANY.

The amounts stated at the time of order shall apply in each case.

Payments are due upon invoicing.

Payment is made in advance for one year. In the event of a subscription renewal, the account named by the CUSTOMER may be automatically debited.

7. Rights of use and copyright

The CUSTOMER may only use the SOFTWARE offered by the COMPANY for the intended purpose.

Upon full payment of all fees and expenses, the COMPANY grants the CUSTOMER a non-exclusive licence (within the meaning of Section 24 (1) first

sentence „Werknutzungsbewilligung" UrhG [Austrian Copyright Act]) to use the SOFTWARE, which is **timely limited for one year** ("subscription license") and place and limited in terms of content for the purposes of the business relationship.

One licence entitles to be used by a maximum of **three users** at the same time ("concurrent licence").

The COMPANY remains at all times the exclusive owner of all exclusive rights to use works created by it. In case of doubt, it must be assumed that the COMPANY is the exclusive owner of all rights to use works created in the course of change requests or customising.

Sub-licensing or further licensing is only allowed with the explicit consent of the COMPANY.

The right to decompile the SOFTWARE is excluded to the extent permitted by law. The CUSTOMER is not allowed to change the SOFTWARE without the consent of the COMPANY.

Markings of the SOFTWARE, especially copyright notices, trademarks, serial numbers or similar may not be removed, modified or made unrecognizable.

The source code of the SOFTWARE is expressly not owed.

Attention: The use of the OSS components is governed by the respective licence conditions. All restrictions on use and copyright designations made in these licence conditions do not apply with regard to the OSS components.

8. Right of withdrawal according to the Austrian distance selling and foreign trade act ("FAGG")

This right of withdrawal only applies to private consumers.

The right of withdrawal shall not apply if the delivery of intangible digital content or services is made (i) with the express consent of the CUSTOMER, coupled with (ii) the CUSTOMER's knowledge of the loss of the right of withdrawal in the event of premature fulfillment of the

contract and (iii) after the provision of a copy of the contract or confirmation of the contract.

The CUSTOMER has the right to withdraw from an already concluded contract **within fourteen days** without giving any reason if the contract was concluded electronically. The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise the right of withdrawal, the COMPANY must inform the CUSTOMER of the decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post). For this purpose, the COMPANY may use the model cancellation form, which is listed in Annex I B of the Austrian distance selling and foreign trade act (https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=20008847) and can also be accessed on the website of the COMPANY.

A declaration of revocation is to be sent to the following address:

AppHouseKitchenOG,
owner: David Wernhart and Matthias Kerbl,
located in Obersdorfer Straße 31/5/11, 2120 Wolkerdorf, Austria
support@apphousekitchen.com
+43 670 4099234

In order to comply with the withdrawal period, it is sufficient that the CUSTOMER sends the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. If this option is used, the CUSTOMER will be sent a confirmation of receipt of such revocation. If the CUSTOMER revokes the contractual statement or a contract that has already been concluded, the COMPANY shall return all payments that it has already received from the CUSTOMER without undue delay and no later than within fourteen days from the day on which the COMPANY received the notification of revocation of this contract. For the repayment, the COMPANY shall use the same means of payment that the CUSTOMER used for the original transaction.

If the CUSTOMER has requested that the service should start during the withdrawal period, the CUSTOMER shall pay the COMPANY a reasonable

amount corresponding to the proportion of the services already provided up to the time the CUSTOMER notifies the COMPANY of the exercise of the right of withdrawal with regard to this contract, compared to the total scope of the services provided for in the contract. **It is pointed out that the major part of the service of the COMPANY will be timely to the conclusion of the contract**.

9. Copies of the SOFTWARE

Duplications of the SOFTWARE are only permitted insofar as this is necessary for the contractual use. Backup copies shall be marked as such and provided with the copyright notice of the COMPANY. The CUSTOMER shall keep documentation on the copies of the SOFTWARE made by it on data carriers in accordance with the contract and their whereabouts and shall provide the SELLER with information and inspection thereof upon request within 14 days.

10. Back-Ups

Unless expressly agreed otherwise, the COMPANY will not back-up any data generated and/or stored in the SOFTWARE during its use.

11. Duties to cooperate

The CUSTOMER is obliged to support the COMPANY in the provision of the SOFTWARE continuously and to a reasonable extent and, if necessary, to allow (remote) access to the SOFTWARE. In particular, the CUSTOMER must provide the COMPANY with the necessary information, data and descriptions and communicate its wishes and ideas for the provision of the service in a timely and clear manner.

In the event of necessary (security) updates, the CUSTOMER is obliged to tolerate their installation by COMPANY.

12. Change Management, Customizing, Upgrades and Updates

The CUSTOMER has the right to propose changes to the SOFTWARE (change request or customizing), whereby the COMPANY is not obliged to implement these changes.

The desired changes must be described by the CUSTOMER as precisely as possible in the form of a specification sheet („Lastenheft").

Change requests and support requests will be charged on a time and material basis unless otherwise agreed.

> **Attention**: For modifications and edits to the OSS components, the obligations of the COMPANY shall be governed solely by the OSS Licence Terms.

13. Reservation of use

The full rights to use the SOFTWARE in the sense of the present agreement shall only be granted upon payment in full.

14. Liability and warranty

The performance description available at the time of conclusion of the contract is decisive for the quality of the SOFTWARE delivered by the COMPANY.

The COMPANY is entitled to remedy any faults by means of economically and technically reasonable workarounds.

The liability of the COMPANY for slightly negligent conduct is excluded. The COMPANY's liability is limited to the amount of the order value paid by the CUSTOMER. The COMPANY is not liable for loss of profit.

> **Attention:** With regard to OSS components, liability and warranty are governed solely by the rules of the OSS licence conditions. These OSS licence conditions generally hold far-reaching liability and warranty restrictions. **The COMPANY is not liable for the OSS components.**

15. 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 and legal obligations (Art 6 para 1 lit b and lit c GDPR). Otherwise, the

COMPANY is obliged to maintain secrecy about the circumstances, data or business and trade secrets related to the other party 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 source code of the proprietary software is to be qualified as a trade secret within the meaning of section 26b UWG (Austrian Act against unfair competition) and as such is to be subject to appropriate confidentiality measures.

The COMPANY draws attention to the fact that data of the CUSTOMER may be processed for advertising purposes on the basis of legitimate interests (Art 6 para 1 lit f GDPR). The CUSTOMER may object to this form of data processing at any time (Art 21 para 2 GDPR).

16. Reference clause

The COMPANY is entitled to indicate the fact of the business relationship with the CUSTOMER by a reference on its website. It is (exclusively) entitled to use the logo of the CUSTOMER in this context. This right also exists beyond this contractual relationship.

17. Duration of contract

The contractual relationship is concluded for a period of one year. **During this period, ordinary termination is not possible**. If the contractual relationship is not terminated, it shall be extended subsequently for a further period of one year.

18. Jurisdiction and Applicable Law

This contractual relationship is based on Austrian law and this is deemed to be agreed upon. However, this choice of law may not result in a consumer being deprived of the protection afforded to him by the mandatory provisions of his country of residence (Art 6 number 2 Rome I Regulation). The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as of conflict-of-law rules is excluded.

The exclusive place of jurisdiction shall be Korneuburg, Austria. If the CUSTOMER is a

consumer and has his domicile or habitual residence in Austria or is employed in Austria, the CUSTOMER may be sued in derogation thereof only before those courts in whose district his domicile, habitual residence or place of employment is located.

Reference is made to the possibility of dispute resolution by way of an online dispute resolution platform (Art 14 para 1 S 1 ODR Regulation) (https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=DE) and national consumer arbitration boards. The COMPANY undertakes to participate in such arbitration proceedings if the CUSTOMER is to be qualified as private consumers.

(March 2022)

<u>**ANNEX I Open Source:**</u>

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.

Copyrights	Sindre Sorhus

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.

Copyr ights	Sindre Sorhus

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.
Copyrights	Copyright (c) 2006-2013 Andy Matuschak. Copyright (c) 2009-2013 Elgato Systems GmbH. Copyright (c) 2011-2014 Kornel Lesiński. Copyright (c) 2015-2017 Mayur Pawashe. Copyright (c) 2014 C.W. Betts. Copyright (c) 2014 Petroules Corporation. Copyright (c) 2014 Big Nerd Ranch. ================= EXTERNAL LICENSES ================= 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

LICENCE AGREEMENT
for the use of the software "AlDente"
SUBSCRIPTION VERSION
AppHouseKitchen GmbH

Read me	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, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
Copyrights	beltex