

# End User License Agreement (EULA)

This End User License Agreement (EULA) governs the use of the software kyro. For business customers, the provisions of the individually executed Software License Agreement apply in addition. In case of conflict, the terms of the Software License Agreement shall prevail. This EULA does not constitute a Software License Agreement but governs solely the use of the software during access.

The Demo Version of kyro is provided solely for demonstration and evaluation purposes. No support, service levels, availability guarantees or data retention obligations are provided. The software is provided “as is” without warranties of any kind. Any productive or business-critical use is prohibited. Use of kyro beyond the demo requires a separate written agreement with prozessraum AG.

## SCOPE AND USER GROUPS

### Demo Use (Individual Users)

The demo version of kyro is provided exclusively for non-binding evaluation by individual users. It is operated in a shared, non-segregated environment and is **not intended for the entry of real, confidential, or personal business data.**

Demo users agree to:

- not enter internal, confidential, or sensitive information
- not enter personal data of third parties
- use the demo exclusively for evaluation purposes

There is **no entitlement to confidentiality, data protection, data retention, or system availability.** Demo data may technically be visible to other users or overwritten and is not treated as confidential. prozessraum AG accepts no liability for data loss, disclosure, or malfunction arising from demo use.

### Use of the Full Version (Business Customers, Multi-User Operation)

The full version of kyro may be used **exclusively by businesses** that have entered into a valid Software License Agreement.

Use by private individuals in a personal capacity is **not intended and not permitted.**

For productive use:

- each business receives its own segregated tenant
- multiple user accounts are managed by the business
- all data is confidential and processed according to the contract
- the Software License Agreement takes precedence over this EULA

This EULA supplements the Software License Agreement; in case of conflict, the latter prevails.

## DEFINITIONS

The following terms have the meaning set out below:

“Documentation” means all explanatory materials relating to the software, in printed or digital form.

“Intellectual Property Rights” refers to all intellectual property rights associated with the software, including but not limited to copyrights, trademarks, trade secrets, and patents.

“Specifications” means the published performance characteristics and functional descriptions of the software.

“Update” refers to revisions of the software that may include bug fixes or functional enhancements.

“Confidential Information” means all non-public information regarding the software, its functionality, and other technical or business information designated as confidential or which is confidential by nature.

“End User Data” means usage and system data automatically collected during the use of the software, including log data, telemetry, or session information. Such data may contain personal data.

## USE AND RESTRICTIONS

### License Grant

Under this EULA and the applicable Software License Agreement, the customer receives a non-exclusive, non-transferable license to use the software within the provided SaaS environment.

Use is limited to the organization that has entered into the Software License Agreement with prozessraum AG.

Use occurs through user accounts administered by the customer’s organization. Use for private purposes by natural persons is not intended or permitted.

The license does not entitle the customer to transfer, rent, or otherwise provide the software to third parties outside their own organization.

### Usage Restrictions

The user is prohibited from:

- using the software beyond the agreed scope or purchased capacities
- modifying, translating, adapting, or creating derivative works based on the software
- attempting to reverse engineer, decompile, or otherwise access the source code
- removing or altering copyright, ownership, or trademark notices
- sharing, sublicensing, or otherwise making the software available to third parties outside their organization
- selling or reselling the software
- using the software to store or transmit unlawful, defamatory, or rights-infringing content
- using the software in a manner inconsistent with the published specifications
- impairing the integrity or performance of the software, its underlying systems, or other users’ data
- providing the software to third parties via hosting or managed service models unless expressly contractually agreed

### System Requirements

prozessraum AG is not responsible for restrictions caused by internal security policies, firewalls, or network restrictions.

The user is responsible for ensuring that their IT environment meets the minimum technical requirements for using the software, including a stable internet connection and a current, supported web browser.

prozessraum AG assumes no responsibility for limitations or disruptions caused by the customer’s IT infrastructure or local configurations.

### Third-Party Software

The software may contain functions that interact with third-party software or services. Such third-party software is governed exclusively by the respective provider’s terms.

prozessraum AG assumes no responsibility for errors or limitations caused by third-party software.

prozessraum AG is not obligated to support or maintain compatibility with any third-party software.

### Accounts and Security

All access credentials and authentication data must be kept confidential and may not be shared with unauthorized third parties.

The customer must immediately notify prozessraum AG of any suspected or actual misuse of access data or security incidents related to the use of the software.

Usage of the demo may be monitored for security and system stability purposes.

### **INTELLECTUAL PROPERTY**

All intellectual property rights in the software, documentation, updates, and related materials remain exclusively with prozessraum AG or its licensors.

This EULA and the Software License Agreement grant the customer no ownership rights in the software, only a limited right of use within the agreed license scope.

The user may not remove or alter any copyright, trademark, or other proprietary notices in or on the software or documentation.

### **AI FUNCTIONALITIES AND USER RESPONSIBILITY**

The software may include functionalities based on artificial intelligence (AI). These functions may provide automatically generated suggestions, analyses, or text components.

AI outputs are generated based on information entered by the user and may be incomplete, inaccurate, or incorrect.

The user is fully responsible for:

- verifying all AI-generated content
- selecting, evaluating, and implementing suggestions
- decisions, actions, or conclusions based on AI outputs

AI does not replace professional, technical, or organizational judgment.

prozessraum AG accepts no liability for damages, losses, or incorrect decisions arising from the use or misinterpretation of AI outputs.

To improve AI functionalities, prozessraum AG may analyze user interactions in anonymized form, where legally permitted. Individual users or companies cannot be identified.

AI outputs may be erroneous and must not be considered legally binding, technical, or professional advice.

### **LIMITATION OF LIABILITY**

To the extent permitted by law, the liability of prozessraum AG for all claims arising from the use of the software is limited to the license fees paid in the **12 months** prior to the damaging event.

prozessraum AG is not liable for:

- indirect damages
- consequential or purely financial losses
- lost profits
- data loss
- system failures
- downtime
- damages resulting from third-party software, insufficient customer IT infrastructure, or misconfigurations

This limitation applies regardless of the legal basis and even if such damages were foreseeable.

For business customers, the liability terms of the Software License Agreement apply in addition and prevail.

For demo users, no liability applies to the maximum extent permitted by law.

### **TERM AND TERMINATION**

This EULA applies for the duration of the user's access to the software.

prozessraum AG may suspend or terminate access to the software or individual functions if:

- the user breaches this EULA
- the demo is misused
- usage occurs in a manner not intended by the software

Upon termination of access, data will be deleted in accordance with applicable data protection laws. Demo data may be deleted at any time without prior notice. The demo environment may be modified, limited or discontinued at any time without notice. There is no entitlement to continued access or transition from demo to full version. For business customers, the provisions regarding term, termination, and data export in the Software License Agreement apply.

## **DATA PROTECTION**

prozessraum AG processes personal data exclusively in accordance with applicable data protection laws and only to the extent necessary for operating the software.

Only minimal personal data is stored, including name, surname, e-mail address, and usage or technical system data.

prozessraum AG may use subcontractors (e.g. hosting and infrastructure providers) to operate the software.

Business customers receive their own segregated and confidential tenant within the SaaS infrastructure. Data is stored in the agreed hosting region.

During use of the demo, no personal or confidential business data may be entered. Demo data is considered non-confidential and may technically be visible or overwritten. There is no entitlement to data protection, confidentiality, or data retention in the demo.

For AI functions, user data may be processed in anonymized form where legally permitted.

For business customers, the Software License Agreement and the respective Data Processing Agreement (DPA), where applicable, govern data security, retention, deletion periods, and data processing.

## **GENERAL PROVISIONS**

The user may not assign or transfer rights under this EULA. prozessraum AG may assign rights and obligations under this EULA to affiliated companies, provided the continued provision of the service is ensured.

If any provision of this EULA is found invalid, the remaining provisions shall remain unaffected and in full force.

prozessraum AG is not responsible for service outages or delays caused by circumstances outside its control (e.g., force majeure, third-party disruptions, network failures).

The user must comply with all applicable laws when using the software.

Swiss law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is the registered seat of prozessraum AG.

Date: 16.04.2026