

Software Licence Agreement

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(Version March 01, 2026)

Software License Agreement

think-cell Software GmbH ("**think-cell Software**" or "**Provider**"), Leipziger Str. 51, 10117 Berlin has developed an on-prem software ("**Software**"), which allows its users to create and alter visual presentations in Microsoft PowerPoint. For the purpose of this Software License Agreement ("**SLA**") the term "**Software**" includes (i) machine-readable instructions and data, (ii) software components, (iii) audiovisual content (such as images, text, recordings, or pictures), (iv) related licensed materials, (v) license use documents and/or license keys ("**Key**") and (vi) a user manual. The Software is delivered by think-cell Operations GmbH ("**think-cell Operations**"), an affiliated company of the Provider. In the context of this SLA, think-cell Operations is responsible for the provision and technical operation of the Software. think-cell Software and think-cell Operations are collectively referred to as "**think-cell Companies**".

think-cell Companies and "**Licensee**" (collectively, "**Parties**" and each also, a "**Party**") have agreed on the delivery to and use of the Software by Licensee either (i) by using an online order form made available to Licensee on a customer portal ("**Portal**") provided by think-cell Operations, submitted by Licensee and accepted, either expressly (e.g. by a quote) or through delivery of the Software, or (ii) in any other way, e.g. by e-mail or written communication accepted by Licensee (in any and all cases, the "**Order**"). Licensee may also refer to an

authorised reseller ("**Reseller**"), providing the Software to its end customer ("**End Customer**"). In addition to the provisions in the Order, the following terms ("**Terms**" and collectively with the Order, the "**Agreement**") shall apply:

1. Subject of the Agreement

1.1 The subject matter of this Agreement is the provision of the Software for a certain period of time as well as the granting of usage rights pursuant to Section 3 in exchange for the license fee set forth in the Order and in Section 4.

1.2 Functionality and technical conditions for the use of the Software are based on the description in the user manual, which can be accessed online.

1.3 Licensee is responsible for the installation of the Software. Other services, such as maintenance, installation or configuration of the Software are not covered by this Agreement but may be agreed upon separately between the Parties.

1.4 In the event of a conflict between the Order and the Terms, the Order shall govern and prevail over the Terms.

1.5 think-cell Companies shall be entitled to use subcontractors for the provision of the Software under this Agreement, including but not limited to affiliated companies within the meaning of Section 15 of the German Stock Cooperation Act (Aktiengesetz) ("**Affiliates**").

2. Obligations of the think-cell Companies

2.1 Under this Agreement, the think-cell Companies have, in particular, the following distinct obligations:

(a) think-cell Operations makes the Software available to Licensee for download via the Portal by providing the necessary access credentials (e.g. Key).

(b) If not otherwise provided for in this Agreement, think-cell Operations may, but is not obligated to provide updates, upgrades, patches, enhancements or fixes to the Software ("**Updates**") by submitting a download link, or in another way at the discretion of think-cell Operations, and such Updates will become part

of the Software and subject to this Agreement. think-cell Operations may provide automatic Updates, which Licensee can disable in the Software. Licensee is aware that a failure to download or install Updates might affect the functionality of the Software. think-cell Operations is not responsible for any defects or errors that could have been avoided by installing the Updates that have been made available.

With respect to the obligations set out in this Agreement, think-cell Companies are not jointly and severally liable (according to Sections 421, 426 German Civil Code); joint and several liability is expressly excluded. Each think-cell Company shall only be liable for the specific obligations assigned to it under this Agreement. Neither think-cell Company shall be in any way responsible for any act or nonfeasance of the other think-cell Company unless this other think-cell Company fulfills obligations of this think-cell Company under this Agreement.

2.2 Licensee is aware, that the Software automatically sends error reports to Provider in its default setting in order to support the improvement of the Software. Licensee may change this default setting manually so that no automatic error reports are sent, and Licensee can send error reports manually to Provider and/or its Affiliates.

3. Right to Use

3.1 Subject to the terms and conditions of this Agreement, Provider grants Licensee a worldwide, non-exclusive, non-transferable, sublicensable (subject to Section 3.3 of these Terms), revocable limited license ("**Software License**") to use the Software for the Term (as defined in Section 5.1). Notwithstanding the foregoing, and subject to the foregoing license, all rights, title and interest in and to the Software and any enhancements or updates made in respect of the Software remain with Provider.

3.2 The right to use the Software is subject to the delivery of a license key ("**Key**"). Licensee may not modify or attempt to circumvent the Key. Licensee is responsible for maintaining the security of the Key and shall promptly report any unauthorized use or access of the Key to think-cell Operations.

3.3 Licensee shall be entitled to grant its directors, employees, and, if Licensee acts as Reseller, its End Customer and their users the right to use the

Software. Reseller is responsible for agreeing the terms of this Agreement with the End Customer. The total number of individual users that have been granted access to the Software at any time during the Term ("**Users**") may not exceed the number of Users designated in the Order by more than 5% ("**License Scope**"). Licensee may place an additional order to extend the License Scope for further Users on the Portal or by any other means, subject to confirmation by Provider or a separate agreement with Provider ("**Additional Order**"). If Licensee and/or its Affiliates exceed the License Scope and to the extent no Additional Order is timely placed („**Overusage**"), Section 3.6 shall apply.

3.4 In case a User is permanently or for an indefinite or considerable period of time of not less than three months replaced by another User (e.g. in case of termination, transfer, parental leave, sickness) without any period of overlap regarding the access to the Software, they shall only count as one User.

3.5 Subject to the License Scope and the Agreement, Licensee may sublicense the Software to Affiliates, or Affiliates of its End Customer, which shall be entitled to grant their directors and employees („**Affiliates' Users**") the right to use the Software in accordance with Section 3.3; provided, however, that the License Scope shall apply to the aggregate use by Licensee and its Affiliates, respectively by End Customer and its Affiliates, if any, and the aggregate use may not exceed the License Scope.

3.6 Overusage

(a) Any excess of the License Scope is determined by Provider by the use of Globally Unique Identifiers ("**GUIDs**").

(b) In the event of Overusage, Provider shall notify Licensee. Licensee is obliged to cooperate in clarifying the circumstances surrounding the alleged Overusage and to respond immediately to any questions of Provider in this regard. If the use of the Software by Licensee is not compliant with the agreed License Scope in the Order, Provider shall be entitled to demand an appropriate additional license fee ("**Overusage Fee**").

(c) For calculating the Overusage Fee Provider may estimate, using reasonable discretion and good faith, the number of Users exceeding the License Scope for the purpose of charging the additional fees according to

Section 3.6 (b) of the Terms. The estimate shall take into account the count of GUID as compared to the License Scope, the interests of the Parties and the circumstances of the individual case. Licensee may, within two (2) weeks of being notified of the estimate, provide sufficient proof that the actual number of Users is significantly lower than estimated and/or within the License Scope.

3.7 The Licensee and the Users may only use the Software commercially for the design of PowerPoint slides for Licensee ("**Purpose**"), shall protect the Software from unauthorized access by third parties and deploy state of the art technical, organizational, infrastructural and administrative cyber security safety measures which protect the Software from unauthorized access or use.

3.8 Unless to the extent permitted by these Terms or applicable mandatory statutory provisions, Licensee and its Users are not allowed to

- (a) use the Software or any part thereof for any purpose other than the Purpose, in particular not for any personal purposes of Users;
- (b) distribute, sell, resell, lease, rent, loan or otherwise transfer, sublicense, encumber or assign any rights in the Software or any part thereof to any third party without the prior written consent of Provider;
- (c) disclose or make available the Software or any part thereof or the Key to any third party or permit any person other than the Users to access the Software or Key in any way, including, without limitation, by submitting the Key;
- (d) modify, add to, alter or adapt the Software;
- (e) reverse engineer, decompile, translate, disassemble the Software or any part thereof or disassemble any data formats forming part of the Software and/or otherwise attempt to discover the source code of the Software or any part thereof (except as permitted by mandatory law in accordance with Section 3.9);
- (f) make copies of the Software or any part thereof other than the copies necessary for the operation of the Software in accordance with this Agreement;
- (g) access or use the Software for the development of a competing product or service or for the purpose of training or fine-tuning any AI/ML model;

- (h) disable, modify or circumvent any license management system or security mechanism provided with the Software;
- (i) access or use the Software to provide data processing or batch processing services to others;
- (j) remove, alter or conceal any proprietary or copyright notices, trademarks or other marks of the Provider, its Affiliates or any third party rights holder.

3.9 The statutory rights of the Licensee under Section 69d (2), (3), (5) and (7) and Section 69e of the German Copyright Act ("**UrhG**") shall remain unaffected, provided, however, that (i) decompilation of the Software under Section 69e UrhG Act may only take place if the requirements and conditions specified in Section 69e (1) UrhG are met and (ii) the information obtained by way of decompilation may not be used or passed on in violation of Section 69e (2) UrhG. Licensee may not remove, alter or make unrecognizable any markings of the Software, in particular copyright notices, trademarks, serial numbers.

3.10 Licensee shall oblige its Affiliates and Users to comply with the provisions of this Agreement and shall be liable for any breach of this Agreement by its Users, Affiliates and Affiliates' Users. Licensee shall inform Provider immediately in writing of any infringement of the rights to the Software. Licensee shall assist and closely co-operate, at its own costs and expenses, with Provider and use best efforts to stop, end and cease the infringement.

3.11 If the Licensee or an Affiliate or any of their Users makes suggestions, comments or other feedback ("**Feedback**") for an improvement of the Software, Provider shall be entitled, but not obliged, to implement these. Unless otherwise agreed upon, Provider shall be entitled to use the Feedback and distribute the results to other customers. Licensee grants to Provider a worldwide, irrevocable, non-exclusive, sublicensable, perpetual, royalty-free, transferable right to use the Feedback for any purpose and throughout any medium now known or unknown, including for the development and distribution of software. The right to use includes, without limitation, the rights to reproduce, distribute, perform and display publicly, to create derivatives thereof, and to edit the Feedback. To the extent Feedback is provided not by Licensee itself but by its Users or its Affiliates or Affiliates' Users, Licensee shall procure the right to use set out in this clause for the benefit of Provider at no costs to Provider.

4. License Fee

4.1 Licensee shall pay the license fee ("**Fee**") for the Software set out in the Order and/or the Additional Order to Provider. In the case of payment by credit card, the payment shall be made to and collected by think-cell Operations on behalf of Provider.

4.2 If Licensee and/or its Affiliates exceed the License Scope (and no Additional Order in accordance with Section 3.3 is placed), Licensee will receive an invoice with respect to compensation for the Overusage in accordance with Section 3.6.

4.3 Unless otherwise specified in the Order, if the beginning of the Term does not correspond to the beginning of a calendar month (in which case the entire month is counted when calculating the Fee), (i) only half of the first calendar month is counted when calculating the Fee if the Term begins during any of the first 15 days of the respective calendar month, and (ii) the first calendar month of the Term is disregarded entirely when calculating the Fee if the Term begins on a day after the first 15 days of the respective calendar month. This shall apply accordingly to the increased Fee in case of an Additional Order and to Overusage Fees.

4.4 Invoices are payable within thirty (30) days after receipt. The Fee plus VAT (if applicable) is payable in advance for the entire Term in accordance with the payment terms stated in the invoice sent to Licensee.

4.5 If the payment of the Fee is delayed for more than two (2) weeks Provider may suspend Licensee's right to use the Software and may, after unsuccessfully having determined a grace period for the payment, terminate the Agreement with immediate effect (see Section 5.2(c)).

4.6 Any further duties, taxes, levies or fees for Licensee's use of the Software shall be paid by Licensee and are not included in the Fee.

5. Term and Termination

5.1 The Agreement commences upon the delivery of the Key to Licensee and remains in effect until the earlier of the expiration of the Key as set forth in the

Order or termination as set forth hereunder ("**Term**").

5.2 The right to ordinary termination is excluded. Termination for good cause remains unaffected. In particular, think-cell Companies shall be entitled to terminate this Agreement at any time without prior notice in the event that

(a) Licensee, Users, Affiliates or Affiliates' Users infringe the restrictions of the right to use set forth in Section 3 of the Terms;

(b) Licensee violates applicable Export Laws and other restrictions set forth in Section 14 of the Terms;

(c) Licensee fails to settle an invoice after the expiration of the applicable grace period for payment as specified in Section 4.5 of the Terms.

(d) Licensee uses the Royalty-Free Version in breach of the Agreement as described in Section 11.2(c).

Provider's right to claim for the Licensee exceeding the License Scope set forth in Section 3.6 of the Terms remains unaffected. In the event of termination for any of the above reasons, the Licensee shall have no claim for compensation against think-cell Companies arising from the termination of this Agreement. Furthermore, the Licensee shall not be entitled to any refund of the Fees.

5.3 Upon termination, or expiration of this Agreement for any reason, Licensee, its Users, its Affiliates and its Affiliates' Users shall no longer be entitled to use the Software, all Software Licenses granted under the Agreement by Provider to Licensee cease immediately, and Licensee shall destroy, and shall procure that its Users, its Affiliates and its Affiliates' Users destroy, all copies of the Software and all Keys. Upon think-cell Software's written request, Licensee shall certify in writing its compliance with the requirements of this Section.

5.4 The continued use of the Software after the termination shall not establish any right of Licensee to use the Software unless approved the continuous use in writing.

5.5 Notices of termination require written form. Section 16.8 applies.

5.6 In case of termination by one think-cell Company the other think-cell Companies shall be entitled to terminate the entire Agreement also on behalf of the other think-cell Companies and each termination by a think-cell Company shall terminate the entire Agreement with effect for all think-cell Companies.

6. Warranties, Indemnification, Limitation of Liability

6.1 Warranties

(a) The functions covered by the Software are set out in the online user manual. think-cell Companies provide Licensee with no contractual warranties or conditions either expressed or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement. Licensee is solely responsible for the selection of the Software, the installation, the use and the results generated with the Software.

(b) Licensee's statutory warranty rights are subject to the following restrictions:

(i) think-cell Companies shall not be liable regardless of fault for damages caused by a defect that already existed at the time the Software was provided (Section 536a (1) of the German Civil Code) and the Licensee's right to remedy defects itself is excluded (Section 536a (2) of the German Civil Code).

(ii) Licensee is obliged to report defects (excluding defects of title, which are subject to Section 6.2) in the Software to think-cell Operations in written form after becoming aware of a defect without delay and in such a way as to enable think-cell Companies to reproduce the defect. think-cell Companies shall not be liable for any damage caused by the Licensee's delayed reporting of a defect;

(iii) If Licensee asserts claims for damages or reimbursement of futile expenses ("vergebliche Aufwendungen"), think-cell Companies shall be liable only in accordance with Section 6.3 of these Terms.

6.2 Indemnification

(a) In the event that the Software infringes the rights of third parties, Provider shall, at its own expense and at its own discretion, either procure the

necessary rights of use for Licensee or modify the Software in such a way that it no longer infringes the property rights of third parties. If Provider is not able to procure the necessary rights of use or to modify the Software accordingly, think-cell Companies shall be entitled to terminate the Agreement with immediate effect. Further rights of the Licensee remain unaffected. In the event that Licensee becomes aware of an infringement of third-party rights, in any other than by being notified by think-cell Companies, Licensee shall inform think-cell Companies thereof without undue delay.

(b) If a claim is asserted against Licensee due to an infringement of the rights of third parties, for which think-cell Companies are responsible, Provider shall indemnify Licensee in accordance with the limitations of liability set out in Section 6.3 and shall reimburse the Licensee for the costs of a legal defense in accordance with statutory fees or, if no statutory fees apply in the amount of reasonable fees, provided that the Licensee (i) immediately notifies Provider of the claim, (ii) does not take any action vis-à-vis third parties which may have an effect on the legal dispute (e.g. an acknowledgement or the conclusion of a settlement), (iii) adequately supports Provider in the legal defense and (iv) allows Provider to determine and implement the strategy of the legal defense, in particular by selecting lawyers and drafting pleadings. The Licensee will submit any necessary declarations. Provider shall reasonably consider the interests of the Licensee.

6.3 Limitation of Liability

(a) think-cell Companies' liability for damages and reimbursement of expenses is excluded unless otherwise provided for in the following provisions.

(i) think-cell Companies shall only be liable for damages in cases of intentional breaches of duty or gross negligence by Provider or one of its legal representatives or vicarious agents.

(ii) In the event of slight negligence, think-cell Companies shall only be liable for a breach of an essential contractual obligation ("wesentliche Vertragspflicht"). Essential contractual obligations are those whose fulfilment is essential for the proper execution of the Agreement and upon which the Licensee may reasonably rely on. In the event of such a negligent breach, think-cell Companies liability shall be limited to the damage that is foreseeable and

typical for this type of Agreement, however, think-cell Companies liability shall be limited to a maximum of five times the annual contractual License Fee or EUR 50,000.00 per case of damage, whichever is lower. think-cell Companies maximum aggregated liability under this Agreement shall not exceed EUR 100,000.00.

(iii) think-cell Companies are liable for damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by think-cell Companies or their legal representatives or vicarious agents.

(iv) To the extent the liability of think-cell Companies is excluded or limited, this shall also apply to the liability of their affiliated companies, subcontractors and the legal representatives, employees and vicarious agents.

(v) If think-cell Companies have given a guarantee for the quality of the Software, the content of this guarantee shall not be affected by the above limitation of liability.

(vi) Liability under the German Product Liability Act remains unaffected.

(b) think-cell Companies are not liable for damages of any kind which are caused by unauthorized use of the Software and/or use of software that is not authorized think-cell Companies.

7. Statute of Limitation

All claims arising from and in connection with this Agreement against think-cell Companies and/or their Affiliates, legal representatives, employees and vicarious agents, in particular, without limitation, claims for defects, claims for damages or claims for reimbursement of expenses, shall become statute-barred after one (1) year, irrespective of whether they are contractual or statutory claims. Statutory provisions in respect of the commencement of the limitation periods, their suspension and restart shall not be affected. The limitation period shall not apply in cases of (i) intent, (ii) gross negligence, (iii) breach of an essential contractual obligation within the meaning of Section 6.3(a)(ii), (iv) personal injury according to Section 6.3(a)(iii), (v) liability under the German Product Liability Act, and (vi) fraudulent concealment of a defect. The Licensee's right to rectification shall remain unaffected during the Term.

8. Audits

8.1 Upon request, Licensee shall allow Provider, its Affiliates or third parties authorized by the Provider – within a reasonable period – to verify the proper use of the Software and to check whether Licensee and its Affiliates are using the Software qualitatively and quantitatively within License Scope. To this end, Licensee shall provide Provider with information, grant access to relevant documents and records and enable Provider or an auditing company designated by Provider and acceptable to Licensee to check the hardware and software environment used.

8.2 If the review reveals that the number of Software Licenses agreed in the Order or Additional Order is not in accordance with the License Scope (as defined in Section 3.3) or that the Software is being used in any other way that is not in accordance with the Agreement, Licensee shall bear the costs of the audit.

9. Data Protection

The Software is an add-in that is locally installed (on-prem) and functions exclusively within PowerPoint and Excel. It operates independently and does not require access to a cloud or a data centre. think-cell Companies do not gain access through the Software to Licensee's or Users business data and/or personal data and think-cell Companies lack the capability to remotely access Licensee's or Users computer or any of Licensee's or Users data. Against this background, think-cell Companies do not process any personal data on behalf of the Licensee in regard to the Software. Therefore, think-cell Companies do not act as data processors within the meaning of Art. 4 (8) GDPR and a data processing agreement according to Art. 28 GDPR is not applicable.

10. References

think-cell Companies are entitled to name the Licensee as a reference customer during the Term. This includes, among other things, the naming of the Licensee without any further consent requirement as well as the distribution of this information to a (potential) customer or the publication (including the display of the Licensee's logo among those of other reference customers) on the internet or in printed material.

11. Royalty-Free Versions

11.1 Provider may, but is not obliged to, provide royalty-free versions of the Software at its own discretion, e.g. for an academic use ("**Academic License**") or for testing purposes ("**Trial License**", and together with the Academic License "**Royalty-Free License**").

11.2 In deviation of these Terms, the following provisions shall apply for the use of the Royalty-Free License:

- (a) Section 4 (License Fee) shall not apply.
- (b) Section 6 shall not apply. Provider shall be liable to Licensee in accordance with the statutory provisions exclusively in case of intent and gross negligence (Section 599 of the German Civil Code). Warranty claims shall be excluded unless Provider has fraudulently concealed a defect (Section 600 of the German Civil Code).
- (c) In the event of use in breach of this Agreement, Provider shall have the right to terminate the Royalty-Free License extraordinarily in accordance with Section 605 of the German Civil Code.
- (d) In case of an Academic License, Licensee shall not be entitled to allow any third party the use of the Software. Section 3.3 and Section 3.4 of the Terms shall not apply. Licensee shall not be entitled to use the Software commercially for any other purpose outside of the academic use.
- (e) The Academic License shall automatically terminate six (6) months after termination of Licensee's university studies, irrespective of the reason for the termination of said studies, and the Trial License shall automatically terminate thirty (30) days after its commencement, in both cases without requiring notice of termination (the respective term, in either case, the "**Royalty-Free Term**"). Irrespective of the foregoing, either Party shall be entitled to terminate a Royalty-Free License at any time before the end of the Royalty-Free Term by giving the other Party a week's notice of termination in writing.

12. Force Majeure

The consequences, direct or indirect, of strikes, lockouts or any other labor disputes, fires, accidents, floods, pandemics, epidemics, hostilities, act of God, terrorism, shortage of transportation equipment of raw materials or facilities, the failure, suspension, or curtailment of production or delivery due to shortages of supply of components or materials from unusual sources, or due to the acts, regulation, allocations or other requirements of any federal, state, local or any other government, and any and all like or different causes beyond the reasonable control of the Parties hereto shall excuse performance (other than payments of amounts due) by either Party to the extent by which performance is prevented thereby.

13. Confidentiality

13.1 Each Party shall keep confidential all Confidential Information brought to its attention by the other Party, shall not use it for any purpose other than the performance of the Agreement and shall not disclose or make it available to any third party. "**Confidential Information**" means any information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") in the course of the pre-contractual and contractual cooperation as well as information according to Section 2 No. 1 of the German Business Secrets Act (Geschäftsgeheimnisgesetz).

13.2 The Parties shall be entitled to disclose Confidential Information to employees and Affiliates to the extent that they are subject to confidentiality obligations substantially equivalent to the obligations governed by this Agreement. For Provider, this also applies to the disclosure to subcontractors.

13.3 Confidential Information excludes information of which the Receiving Party proves that

- (a) they are generally known or readily available to persons in the circles that usually handle this type of information,
- (b) it becomes generally known or readily available to persons in the circles that normally handle this type of information after disclosure by the Disclosing Party, without this being caused by an act or nonfeasance of the Receiving Party;
- (c) the Disclosing Party has waived its protection in writing;

- (d) it has lawfully obtained the information by means other than cooperation with the Disclosing Party without being subject to a duty of confidentiality;
- (e) it developed it independently of the Disclosing Party's Confidential Information.

13.4 In the event of a disclosure pursuant to an administrative or judicial order or a legal obligation the other Party shall be informed prior to disclosure to the extent and as soon as permissible. The Parties shall assist each other in preventing disclosure to the extent legally possible.

13.5 These confidentiality obligations shall apply for the Term and for a further three (3) years. Legal or contractual obligations to delete or return data earlier or to keep information confidential for a longer term remain unaffected.

14. Export Regulations

Licensee agrees to comply with all applicable export regulations, embargoes and sanctions, including but not limited to those of the European Union, the United States of America and the United Kingdom ("**Export Laws**"), and will not offer or provide services through the Software in any country subject to applicable economic sanctions or other trade controls unless Licensee has obtained an exemption. These countries include, without limitation, Belarus, the Crimea region and occupied territories in Donetsk Kherson and Luhansk, Cuba, Iran, North Korea, Russia, Syria and Venezuela. Licensee warrants that it will not (i) use the Software in violation of any Export Laws, (ii) use the Software for any purpose prohibited by Export Laws, or (iii) provide services to any person/entity not entitled to use the Software. Provider shall have the right, but not the obligation, to make any necessary verifications of Licensee's compliance with Export Laws and Licensee shall promptly provide think-cell Companies with all necessary information upon request. Licensee agrees to indemnify think-cell Companies against all claims, actions, damages, fines and costs relating in any way to the Licensee's non-compliance with Export Laws.

15. Modifications

think-cell Companies reserve the right to unilaterally change or modify the Terms if this does not adversely affect the essential contractual obligations and if the

changes are reasonable for Licensee. This right to amend extends, in particular, to amendments arising from technical developments affecting the Software, changes in applicable law or regulatory requirements, and changes in the rules governing the processing of personal data. think-cell Companies will give written notice to Licensee prior of any such changes ("**Modification Notice**"). The changes shall be deemed to have been accepted by Licensee if the Licensee does not object to them in writing or text form within four (4) weeks after having received the Modification Notice provided that think-cell Companies have informed the Licensee of the consequences of his behavior in the Modification Notice. In the event of an objection, think-cell Companies have the right to terminate the Agreement with immediate effect. In case of termination the Fee paid to think-cell Companies shall be reimbursed to Licensee on a pro-rata basis for the remaining Term.

16. Miscellaneous

16.1 Licensee's contractual terms and conditions shall not become part of the Agreement, even if think-cell Companies do not expressly object to them.

16.2 Each Party represents and warrants that (i) it has the full right and authority to enter into, execute and perform its obligations under the Agreement; and (ii) it will comply with all applicable laws, ordinances, and regulations, as they relate to its obligations under the Agreement.

16.3 Each think-cell Company is authorized to receive and send notices on behalf of the other think-cell Companies.

16.4 The law of the Federal Republic of Germany shall apply.

16.5 Exclusive Place of jurisdiction shall be Berlin-Mitte.

16.6 The Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties.

16.7 The Agreement constitute the entire agreement between the Parties. Other than as set forth in Section 15 above, no modification, waiver or discharge hereof shall be valid unless it is in writing and is executed by an authorized and empowered representative of the Party against whom such a change, waiver or

discharge is sought to be enforced. This also applies to the modification of this written form requirement.

16.8 Electronic communication and documents with scanned signatures and electronic signatures, e.g. DocuSign and AdobeSign, shall be deemed to be "in writing" or "in written form" for the purpose of this Agreement unless explicitly set out otherwise herein.

16.9 Neither Party shall assign or transfer the Agreement or parts of it or any rights or obligations set out therein to third parties without the other Party's prior written consent. Section 354 of the German Commercial Act (Handelsgesetzbuch) remains unaffected.

16.10 The Parties may only offset claims that have been legally established or are undisputed.

16.11 No delay or omission by either Party hereto to exercise any right or power upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof.

16.12 Should any provision of this Agreement be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be replaced by a suitable and equitable provision, which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. By way of precaution, the Parties undertake to replace an invalid or unenforceable provision not so substituted, with retroactive effect, with a valid and enforceable provision that achieves the economic intent and purpose of the invalid or unenforceable provision as far as possible. The same applies accordingly in case of an unintended gap.

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productivity tool



Product

Why think-cell?

What's new

Customer references

think-cell Suite

think-cell Charts

think-cell Library

think-cell Core

think-cell Assist (early
access)

Resources

Support

User manual

Knowledge base

think-cell Academy

Video tutorials

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software

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