

**TENADO GmbH**  
**General Terms and Conditions of Business and Use**  
**(January 2026)**

**1. Applicability**

- 1.1. These General Terms and Conditions of Use and Sale (“T&C’s”) apply to all deliveries and services rendered by the TENADO GmbH (“Tenado”). In particular, they govern the provision of Tenado’s products and any supplementary services, as specified in the contract concluded between Tenado and the customer.
- 1.2. These T&C’s apply exclusively. Tenado does not recognize any conflicting or deviating terms and conditions of the customer, unless Tenado has expressly agreed to their validity. Consent must be given in writing. The customer acknowledges and accepts this exclusivity. These T&C’s shall also apply if Tenado provides the contractually owed services without reservation or accept the services of the suppliers or service providers without reservation in the knowledge of the customer’s conflicting or deviating terms and conditions.
- 1.3. If there are framework agreements between the contracting parties, they take precedence. Unless special provisions have been made, the framework agreements are supplemented by these T&C’s.

**2. Subject of the contract**

- 2.1. The subject matter of the contract concluded with Tenado comprises one or more of the following deliverables (each or collectively, the “Product(s)”).
  - (a) License. The granting of a non-exclusive and non-transferable (and limited to the term of this contract, if applicable) right of use and the associated documentation for the ordered software, including the provision of a user manual (together the “License”), whereas the content and term of which is determined by the scope of services selected by the customer.
  - (b) Subscription. The granting of a non-exclusive and non-transferable, time based right of use and the associated documentation for the ordered software, including the provision of a user manual, whereas the content and term of which is determined by the scope of services selected by the customer.
  - (c) further services, if additionally ordered by the customer.
- 2.2. For this purpose, the customer shall receive a copy of the ordered software and a version of the associated user documentation. The delivery of the Product is made by way of download, whereas Tenado shall make the Product available to the customer for download in its online portal Tenado Service Center, accessible at <https://support.revalizesoftware.com/>. Tenado shall provide the customer with the username and the corresponding password (“Access Data”) for logging into the protected area of the Tenado Service Center online portal. The software ordered is protected by a key, which will be sent to the customer via email upon conclusion of the contract. The key will expire within fourteen (14) days of receipt. If the customer has not used the key to download the ordered software within fourteen (14) days of receiving the key, the customer shall contact Tenado to obtain a new license key. The customer shall receive the key exclusively for the use of the ordered software as specified in these T&C’s and the associated documentation of the contract.

**3. Order Form and conclusion of contract**

- 3.1. Tenado products’ offers are subject to change and do not constitute an offer to conclude a purchase agreement but are merely a non-binding invitation to the customer to order Tenado’s products. If the customer orders the desired products, Tenado will provide the customer with an order form (“Order Form”), which the customer shall electronically sign (e.g., via DocuSign or a comparable tool).

- 3.2. The conclusion of the contract shall only take place when Tenado and Customer electronically sign the Order Form. If no Order Form is executed, any customer purchase order shall be deemed unaccepted. Tenado reserves the right to check the customer's purchase orders and not to accept every purchase order.
- 3.3. The languages available for the conclusion of the Agreement are German and English.
- 3.4. The text of the contract and the order data are made available before the contract is concluded and can be printed out and saved by the customer. After completion of the order process, the text of the contract is no longer saved.

#### **4. Software Assignment and License Agreement**

##### **4.1. Type of use of the license**

The customer acquires the License for his own use only.

- (a) **Type of usage User.** Under a User License, the License is bound to a specific computer upon activation by the user. The Customer may only use the Software while the License is activated and valid. TENADO enables the Customer to transfer the License to a different computer by first deactivating it on the currently activated device. Once deactivated, the License may be reactivated only by the Customer on another computer, provided that such transfer occurs within three (3) years from the original license delivery time or at any time while the License is covered by Premium Care. After the expiration of this three-year period, reactivation or transfer of the License requires prior approval from TENADO, which may be granted at TENADO's sole discretion. An internet connection is required only for activation and deactivation processes.
- (b) **Type of Usage Network.** In the Network usage type, a service is activated on a server of the customer that manages the distribution of Licenses within a local network. If the License is started on a computer, it is blocked on the server. If the use is terminated, the License is available again. An internet connection is required to activate and deactivate the service.

##### **4.2. License types**

The customer can choose from the license types set out in the Order Form. For all License types, the customer acquires a single, non-exclusive and non-transferable right of use to the Product. In the case of online submission or provision, the user manual is supplied in digital form only. In all other respects, all rights to the ordered software and documentation as well as to the user manual remain with Tenado and its licensors. The following special features apply to the following license types:

- (a) **Commercial.** The Commercial License type allows the use of the full range of functions of the License without any time restriction. The Commercial License is available in the User and Network usage modes.
- (b) **Academic.** The Academic License type allows the use of the License for educational purposes only and without time restrictions. Any further use (commercial use) is expressly prohibited. In the event of a breach of this obligation, Tenado is entitled to payment of the difference between the purchased license and the commercial license. The Academic License is available in the User and Network usage modes.
- (c) **Student.** The Student License type allows the use of the License for educational purposes only. Any further use (commercial use) is expressly prohibited. In the event of a breach of this obligation, Tenado is entitled to payment of the difference between the purchased license and the commercial license. The Student license type is only available in the User usage type with a term limit of 12 months. After that, the License may no longer be used. The customer can only obtain the student license if he/she is at that time enrolled as a student at a general secondary

school approved in Germany and abroad or as a student at a university or university of applied sciences approved in Germany and abroad. Proof shall be provided by the customer.

- (d) Demo. The Demo License type allows the use of the full range of functions of the License for the period selected in the order. The Demo License is only available in the User usage type.
- (e) Promotion. The Promotion license type allows the use of the full range of functions of the License for the period selected in the order. The Promotion license is only available in the User usage type.

- 4.3. As soon as the software is installed on a hard drive of the computer, it is considered to be used.
- 4.4. The license-compliant use of the software is checked by Tenado during activation of the License. If an unauthorized multiple use is detected, activation can be denied or further use of the software can be prevented. The License contains program locks that prevent unauthorized multiple use. These ensure that after installing the program on another computer, the previous program that was incorrectly not deactivated will be deactivated. Tenado is entitled to take all necessary measures to protect the License, in particular to provide the License with a protective plug.

## **5. Software Assignment and Subscription Agreement**

The customer acquires the Subscription for his own use only. Subscriptions shall be subject to one of the following categories of permitted usage:

- (a) Subscription User. Under the “Subscription User” usage type, access to a single Subscription is restricted to a single, specifically identified natural person (the “Subscription User”). The customer shall designate and authorize the Subscription User and ensure that only such individual accesses the Subscription Service using the assigned credentials. The customer may replace the Subscription User to accommodate personnel changes within its organization, provided that the total number of permitted Subscription Users does not exceed the agreed limit. Any use by other individuals or simultaneous use by multiple persons is strictly prohibited.
- (b) Team Subscription. Under the “Team Subscription” usage type, a single Subscription may be use by multiple specifically identified natural persons. Use of the Team Subscription is limited to one active user session at any given time. All authorized users who access the Team Subscription must be designated and approved by the customer and must use the access credentials assigned to them. The customer shall remain fully liable for any acts or omissions of all such authorized users in connection with their use of the Subscription.

## **6. Term and termination**

### **6.1. License.**

- 6.1.1. Unless otherwise agreed, the contract shall enter into force on the day on which the Order Form is signed.
- 6.1.2. The License types Commercial and Academic will be provided with unlimited term.
- 6.1.3. For the License types Student, Demo and Promotion, the contract shall apply for the term selected in the order form (“Initial Term”). The term of these licenses shall be automatically extended by one (1) further year after expiry of the Initial Term if and as long as neither Party terminates the contract in writing with a notice period of three (3) months (electronic signature sufficient). The right to terminate for good cause shall remain unaffected.

### **6.2. Subscriptions.**

- 6.2.1. The contract shall enter into force on the day on which the Order Form is signed as described in Section 3.

- 6.2.2. Subscriptions will be provided for an initial period of twelve (12) months, unless a different initial term is specified in the order form. Upon expiry of this initial term, the subscription shall automatically renew for successive one (1) year periods unless either party terminates the contract by providing an electronically signed notice (e.g., via DocuSign or a comparable tool) at least thirty (30) days prior to the end of the then-current term. The right to terminate for good cause remains unaffected.

## **7. Fees and terms of payment**

- 7.1. The fee is based on the customer's order and the fees in the Order Form valid at the time the contract is concluded. The fee is binding.
- 7.2. In the case of entrepreneurs, Tenado only indicates the net price; VAT is therefore not included in the fees. This will be shown separately in the invoice on the day of invoicing in the amount required by law at that time.
- 7.3. Unless otherwise stated in any Order Form, the purchase price is due for payment without any deductions within fourteen (14) days of receipt of the Product. The statutory provisions shall apply with regard to default of payment.
- 7.4. In case of entrepreneurs, Tenado shall be entitled to adjust the fee set out in Section 7.1 with a written notice (email and electronically signed declarations sufficient) of [three (3)] months to the date of the adjustment. An adjustment may be made no sooner than [six (6)] months after conclusion of the contract or after the last fee adjustment. The adjustment shall be made in compliance with the following principles:
- (a) The costs for providing Tenado's contractual services have changed to such an extent that an adjustment would have to be made if the existing contract were to be concluded anew.
  - (b) The adjustment of fees shall consider not only increase in costs for Tenado but also deductions and their impact on the overall fees.
  - (c) Tenado shall notify the customer of the amount of the adjustment in writing (email and electronically signed declaration sufficient).
- 7.5. The customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed, have been recognized by Tenado or are synallagmatically linked to Tenado's main claim. If the customer is an entrepreneur, he shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

## **8. Delivery time**

- 8.1. If Tenado specified delivery deadlines and these were the basis for placing the order, in the event of a strike and in cases of force majeure, these deadlines will be extended for the duration of the delay. The same applies if the customer fails to comply with any existing obligations to cooperate.
- 8.2. If no fixed delivery date has been agreed, delivery will take place no later than two (2) weeks after conclusion of the contract. If the customer has to comply with any obligations to cooperate, the period does not begin to run until the customer has fulfilled those obligations.
- 8.3. Insofar as the assertion of the customer's rights requires a reasonable grace period, this period will be at least two weeks.

## **9. Liability for defects**

- 9.1. In the event of a defect, Tenado shall be liable to customer in accordance with the statutory provisions.
- 9.2. In the event of a defect, Tenado reserves the right to choose the type of subsequent performance vis-à-vis entrepreneurs.

- 9.3. In the case of entrepreneurs, the warranty period is always one (1) year. This does not apply to claims for damages due to defects. Section 10 of the T&C's shall apply to claims for damages due to a defect.
- 9.4. Tenado does not warrant that the Product will meet customer's specific requirements. The customer is solely responsible for the selection and use of the Product and the results obtained.
- 9.5. Technical data, specifications and performance information in public statements, in particular in advertising material, are not indications of quality. The functionality of the software is initially based on the description in the user documentation and, if applicable, the agreements made in addition to it.
- 9.6. Customer does not receive any guarantees in the legal sense from Tenado.
- 9.7. The warranty for the Product expires if customer modifies it or intervenes in any other way, unless the customer proves that these changes or interventions are not the cause of the error. The warranty is also excluded if customer does not comply with his obligations to install updates (Section 9.8).
- 9.8. Tenado shall provide updates to the software and shall notify the customer hereof. If Tenado provides updates for the Product, customer shall be obliged to install them immediately, but at the latest within six (6) weeks of the provision of the respective update. Tenado shall not be liable for damage that is resulting from the non-installation of updates or that could have been avoided by timely installation.

#### **10. Liability for damages**

- 10.1. Unless otherwise stipulated in this Section 10, Tenado's liability is excluded. Tenado shall always be liable in the event of injury to life, limb or health as well as in the event of intent, gross negligence and fraudulent misrepresentation. Tenado shall also be liable for damages caused by slight negligence, whereby liability shall be limited to typical and foreseeable damage resulting from the breach of a material contractual obligation. A material obligation is an obligation whose fulfillment is essential for achieving the purpose of the contract and on whose fulfillment a contractual partner regularly relies on or may rely on.
- 10.2. Liability in the event of delay in delivery to entrepreneurs is limited to 0.5% of the value of the goods to be delivered, but not more than 5% of the value of the goods to be delivered for each full week of delay, as part of a lump-sum compensation for delay.

#### **11. Force Majeure**

- 11.1. The obligation of any Party under the contract shall be suspended during the period and to the extent that such Party is prevented from complying therewith by any circumstance of Force Majeure.
- 11.2. "Force Majeure" shall mean embargoes, natural disasters, riots, wars, epidemics and pandemics, sabotage, strikes, unforeseeable governmental and official actions and events comparable to the aforementioned events, insofar as the respective event has a serious effect on the performance obligations of a Party and cannot be averted by suitable, reasonable measures of such Party.
- 11.3. As soon as possible after the occurrence of an event of Force Majeure, the Party invoking Force Majeure shall provide a notice to the other Party, which shall describe in reasonable details the circumstances under which Force Majeure has occurred, shall set forth the anticipated effect on the performance of the affected Party's obligations under this contract and apply reasonable measures to mitigate the effects of Force Majeure.
- 11.4. In the event the respective Force Majeure event lasts for more than thirty (30) calendar days, the non-affected Party shall be entitled to terminate this contract with immediate effect by notice in writing to the affected Party.

## **12. Retention of title**

Tenado retains all use rights to the Product supplied by Tenado until the fee has been paid in full. The customer will not receive any other title beyond this.

## **13. Special obligations of the customer**

- 13.1. Tenado's software products have been developed in compliance with the accepted programming rules. According to the state of the art, it is not possible to develop computer programs in such a way that they work flawlessly under all conditions of use. Customer is therefore obliged to install all service packs offered by Tenado for download free of charge without undue delay, but no later than two (2) weeks after provision.
- 13.2. The software that Tenado sells requires expert personnel to operate. For the purpose of additional knowledge transfers or experts in specific fields, Tenado offers customer fee-based instructions or training seminars.
- 13.3. For the installation of the software, only the installation instructions contained in the documentation are authoritative. It is the customer's responsibility to provide the system requirements necessary for the proper execution of the installation.
- 13.4. Customer is prohibited to sub-lease the Product or transfer the purchased License to third parties, granting of sublicenses and use of the Product within an application service, unless Tenado has expressly consented to this in writing. Customer may not translate, edit, decompile, reverse engineer, disassemble or otherwise modify the Product.
- 13.5. Customer may edit, modify, reproduce and distribute inventory files (drawings, graphics, symbols, templates, etc.) as part of his work. Customer may not distribute the inventory files to individuals if they constitute the actual value of his product or would become part of another software product.

## **14. Premium Care**

- 14.1. Premium Care includes upgrades (completely revised program versions) for the Product, telephone advice and support in the use of the Product, suggested solutions to design problems and a live service for quick problem analysis. The telephone services can be used to the extent of three (3) hours per month per License. There will be no carry-over of the unused budget.
- 14.2. Premium Care shall be remunerated in accordance with the fees in the Order Form valid at the time the contract is concluded. Premium Care will be provided for the term selected in the order ("Initial Term").
- 14.3. The term of Premium Care shall be automatically extended by one (1) further year after expiry of the Initial Term if and as long as neither Party terminates the contract electronically signed (e.g. via DocuSign or a comparable tool) with a notice period of thirty (30) days. The right to terminate for good cause shall remain unaffected.
- 14.4. A good cause is deemed to exist in particular in cases where:
  - (a) Tenado repeatedly (i.e., two (2) times) renders deficient performance of the Services, in particular does not comply with the service levels Section in 15, or
  - (b) customer is in delay with its annual payment for more than three (3) months, if annual payment has been agreed in the order, or
  - (c) customer is repeatedly in delay with its monthly payment of the fees, if monthly payments are resulting from the order (i.e. two (2) payment in a row or with a cumulated amount of more than two (2) payments).
- 14.5. Subscriptions will include Premium Care for the entire duration of the Subscription term and its renewals terms.

## **15. Availability of the Service Center**

- 15.1. The Service Center is the online portal for customers of Tenado. In order to use a Tenado Product, it is highly recommended to set up an account for the Service Center. Purchased Products and installation files can be stored there and made available for download when an account is set up. The customer can also manage the purchased Products in its own account of the Service Centre and view technical information and documentation.
- 15.2. Tenado provides these services on an annual average with an overall availability of 98% minus maintenance work of a maximum of 6 hours per month announced by Tenado. During the maintenance work, the aforementioned services will not be available.

## **16. Training**

- 16.1. Customer shall have the opportunity to book additional trainings for the Product at any time. Such trainings must be selected in the order.
- 16.2. If a training course is booked on a pre-determined date, customer is nevertheless obliged to pay the agreed fee in the event of a no-show at the start of the training.
- 16.3. Tenado reserves the right to cancel the training course if the minimum number of three (3) Participants is not met. In this case, Tenado must inform the customer of the cancellation of the training course at least two (2) weeks in advance and customer will receive a full refund of the fee already paid.
- 16.4. Any training session or voucher provided to a customer or beneficiary must be utilized by the within six (6) months from either (a) the date the training is reported to the beneficiary, or (b) the date of issuance of the respective voucher, whichever is earlier. Unused training sessions or vouchers will automatically expire after this period without entitlement to refund or extension.

## **17. Data Protection**

- 17.1. The Parties acknowledge that for the download of the Software and when using the Premium Care, personal data of the customer or, if applicable, its employees, will be processed.
- 17.2. Each Party shall be responsible for complying with its obligations under applicable data protection laws. In case of processing of personal data by Tenado as data processor, the parties shall be subject to the Data Processing Agreement (DPA), which can be accessed at the following link: <https://tenado.de/en/dpa-june-2025/>.

## **18. Formal Requirements**

If customer must make legally relevant declarations and notifications to Tenado or to a third party, these are subject to the written form requirement (electronically signed document submitted via email sufficient).

## **19. Intellectual Property Rights, Copyrights and Confidentiality**

- 19.1. Tenado shall grant customer a single, non-exclusive and non-transferable right of use (and limited to the term of the contract or Subscription Term, if applicable) for the Product and the property rights contained therein, which is compensated with the fee to be paid by customer in accordance with Section 7.
- 19.2. With regard to the rights of use, the mandatory provisions of the Copyright Act (§§ 69a et seq. of the Copyright Act) shall apply in addition. This shall also apply to the associated documentation, which is also protected by copyright law. Software and documentation shall be trade secrets of Tenado. The customer may not make the software, the associated serial number and documentation available to third parties without Tenado's consent. Consent shall be given in written form (E-Mail and electronically signed declarations not sufficient). Customer may only copy the software for the purpose of data



backup, replacement, or troubleshooting. The copyright notice on the original must also be affixed to the copies.

- 19.3. All rights to patents, utility models and designs, trademarks, and other property rights, as well as copyrights for the subject matter of the contract and the services remain with Tenado or the respective rights holders. This applies in particular to product names, software and name and trademark rights, as well as for all records and documents marked as confidential. Disclosure to third parties requires the express written consent of Tenado (email not sufficient).
- 19.4. Customer undertakes to treat all non-obvious, commercial and technical details that become known to him through the business relationship as trade secrets.
- 19.5. If the software provided is replaced by an update or upgrade (new version), the rights of use granted to the customer in the previous version expire at the time the new version is used (activated). At that time, the rights to the new version described in Sections 19.1 – 19.4 above will be granted, taking into account the specific License previously acquired.

## **20. Final Provisions**

- 20.1. The contract shall be governed the law of the Federal Republic of Germany, whereby the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 20.2. Products provided by third-party suppliers may be subject to additional provisions imposed by the respective third-party supplier, including, without limitation, specific license terms, usage restrictions, and warranty and maintenance provisions.
- 20.3. Tenado is entitled to verify, check, and implement appropriate technical protection and verification login measures for the Products with Customer collaboration to ensure that the customer use of the Products comply with this Agreement.
- 20.4. The place of jurisdiction is Bochum. Tenado is also entitled to sue the customer at his general place of jurisdiction.
- 20.5. All amendments and additions to the contract must be made in writing (electronically signed document submitted via email sufficient), including amendments or additions to this written form requirement.

## **Appendix 2**

### **Separate Terms of Use of the Integrated CADENAS Software Solution PARTS4CAD CADENAS GmbH, Berliner Allee 28b+c, 86153 Augsburg**

#### **1. Applicability**

These separate terms of use of the integrated CADENAS software solution PARTS4CAD (also referred to as 'Tenado \* Parts 2D' and 'Tenado \* Parts 3D') apply additionally when the customer orders the Software. These products are subject to an annual recurring subscription fee. The terms and conditions relating to the subscription period, payment, renewal and cancellation are identical to those for Premium Care (section 14 T&Cs). The integrated CADENAS software ("Software") is a parts catalog that offers direct access to a wide range of standard parts and standard components.

#### **2. Rights and obligations of the customer**

As a general rule, the customer is prohibited from:

- (a) to transfer the software or the associated written material to unauthorized third parties, to transfer granted rights of use to unauthorized third parties or to make the software, the material or the rights of use accessible to them, or to operate them at locations other than the licensed locations;



- (b) to reproduce, modify, translate, reverse engineer, decompile or reassemble the software outside of the contractual use;
- (c) to create, reproduce or distribute works derived from the software;
- (d) to reproduce, translate or modify the written material or to create, reproduce or distribute works derived from the written material, except for internal purposes of the customer, unless the respective action of the customer is permitted on the basis of a mandatory statutory provision;
- (e) to use the CAD models for the production of more than just individual copies (outside the design drawing) or for the production of systematic collections, or for the compilation of new databases outside its PDM system and the user agreement;
- (f) to translate, edit, arrange or otherwise rework the CAD models, in particular the creation of summaries that replace the knowledge of the original data.
- (g) All exclusive copyright and exploitation rights of the Tenado GmbH remain unaffected even in the case of application-specific adaptations, which are developed on behalf of TENADO GmbH. In all other respects, any changes made accordingly are also subject to the above provisions. The source code on the licensed object remains fully with CADENAS GmbH. There is no entitlement to the provision of the source code of the software used by CADENAS GmbH or the granting of rights of use to this source code.
- (h) The customer is not entitled to transfer the contractual rights to which it is entitled to third parties, to grant the corresponding rights of use or to grant sublicenses. The customer may not transfer purchased licenses to subsidiaries or suppliers.
- (i) For copyright reasons, the standards (DIN, ISO, etc.) are supplied as reduced tables (spectrum usually 70% of the respective standard parts). A deviation is also possible, as they have been derived from purchased parts catalog manufacturers under copyright law and do not correspond to the original tables of the standardization institutes. CADENAS GmbH does not assume any liability for the correct reproduction of the standards in their dimensions, representations and the like.
- (j) Liability does not include standards (e.g. DIN, ISO standards), data or databases such as standard components or catalogs that are provided by third parties and used together with the software. This applies even if they are delivered together with the software and are an integral part of the software. CADENAS GmbH has no possibility to check the correctness of these standards or data. This also applies to the results obtained using the software and this data. No liability is assumed for the correct reproduction of the standards in their dimensions, representations, etc.

### **Appendix 3**

#### **ADDITIONAL TERMS AND CONDITIONS OF TENADO METAL 3D**

1. Tenado Metal 3D and all Tenado Metal 3D products based on or associated with it (e.g. Premium Care for Tenado Metal 3D products, Tenado 3D Subscriptions) (individually and collectively “Tenado Metal 3D”), are operated by components owned by Tenado supplier Autodesk Ireland Operations Unlimited Company (“Autodesk”). In the event of an order of Tenado Metal 3D by the Customer, these additional terms and conditions of business and use for TENADO METAL 3D licenses and services (“Tenado Metal 3D Terms”) shall apply in addition to and take precedence over the general terms and conditions of use and sale.
2. Tenado grants the Customer a non-exclusive license or right of use to use Tenado Metal 3D for the Customer’s internal business operations in accordance with the terms and conditions set out in the contract between Tenado and the Customer (“Contract”).

3. The Customer is not authorized to (i) modify, reverse engineer, disassemble or decompile the Tenado Metal 3D; (ii) install, access or otherwise copy or use the Tenado Metal 3D, except as expressly permitted in the Agreement; (iii) copy the Tenado Metal 3D (except as necessary to read the Tenado Metal 3D from media into the memory of a computer for the sole purpose of running it on a single computer (whether a single computer or a workstation component of a multi-station system), or to make an archive copy). The customer agrees that all such copies shall contain the same proprietary notices that appear on and in the Tenado Metal 3D.
4. The Customer **may not** (i) distribute, rent, lend, lease, sell, sublicense or otherwise transfer to any other person the Tenado Metal 3D or the rights granted in this Agreement, in whole or in part, without the prior written consent of Tenado; (ii) install or access or enable the installation or access to the Tenado Metal 3D via the Internet, including but not limited to use in connection with a web hosting or similar service, or make the Tenado Metal 3D available via the Internet on the customer's computer system or otherwise to third parties; (iii) use the Tenado Metal 3D for any purpose, including but not limited to use in connection with a web hosting or similar service; (iv) use the Tenado Metal 3D for any purpose, including, but not limited to, use on the customer's computer system or otherwise making it available to third parties via the Internet; (v) modify, translate, adapt, arrange or create derivative works based on the Tenado Metal 3D for any purpose; (iv) export the Tenado Metal 3D from the country in which it was acquired; (vi) assign, gift or transfer the Tenado Metal 3D to any other person or entity; (vii) use the Tenado Metal 3D on a timeshare, service bureau, subscription or rental basis; (viii) transfer ownership of the Tenado Metal 3D to another person; and (ix) publish the results of benchmark tests performed on the Tenado Metal 3D.
5. The customer acknowledges that the Tenado Metal 3D is confidential information of Tenado and its suppliers and undertakes not to disclose the Tenado Metal 3D to third parties under any circumstances. The intellectual property rights to Tenado Metal 3D and all copies remain with Tenado and its suppliers.
6. Upon termination of the contract, the customer must cease using Tenado Metal 3D and destroy or return to Tenado all copies of Tenado Metal 3D and the documentation and all other materials that are the property of Tenado.
7. Tenado is entitled to review and audit the customer's use of Tenado Metal 3D once a year at its own expense and after giving reasonable notice, in accordance with the provisions of the contract and this Annex. For this purpose, the customer shall provide Tenado with information, grant Tenado access to relevant documents and records and allow Tenado to check the hardware and software environment used. Tenado may only carry out the audit during the customer's normal business hours on the customer's business premises. Tenado shall ensure that the customer's business operations are impaired as little as possible by Tenado's activities on site. The audit shall only extend to the extent necessary to ensure that Tenado Metal 3D is being used properly. The results of such audits may be made available to Autodesk.
8. Customer acknowledges that Autodesk is a third-party beneficiary of the Agreement and these Tenado Metal 3D Terms to the extent the respective provisions relate to Customer's use of Tenado Metal 3D. Such provisions are expressly made for the benefit of Autodesk and may be enforced by Autodesk in addition to Tenado.
9. In no event shall Tenado or its suppliers be liable for any indirect, special or consequential damages of any kind, including, but not limited to, lost business profits or liability or injury to third parties, whether foreseeable or not, regardless of whether Tenado or its suppliers have been advised of the possibility of such damages.

10. Customers with Premium Care who upgrade from a previous version of Tenado Metal 3D to Tenado Metal 3D will only receive technical support or maintenance for Tenado Metal 3D (based on Autodesk technology). At Tenado's sole discretion, technical support and maintenance for the previous version will be provided for a maximum period of 90 days after the upgrade to Tenado Metal 3D. After these 90 days, technical support and maintenance will end automatically and without notice.