End User License Agreement MEYER | E-Rechnung Viewer

meyer-erechnung-eula-en-1.0-2026-11-06, Stand 06.11.2026
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End User Licence Agreement (EULA)

MEYER | E-Rechnung Viewer
Program ID: `meyer-erechnung`
Subject matter: MEYER | E-Rechnung Viewer for Windows from version 1.0.4 and updates provided within the scope of the respective licence model
Issue: meyer-erechnung-eula-en-1.0-2026-11-06

This English version is a translation; the German version prevails. Mandatory statutory rights remain unaffected.

§ 1 Special notes on the trial period

> **IMPORTANT: The 30-day trial period serves exclusively for evaluation. The following special limits of use apply to this evaluation. The stable main application is not thereby classified as beta or untested software.**

1.1 Trial period. The software is provided free of charge for 30 days for evaluation. During this trial period it may be used exclusively in a suitable test environment, not as part of productive accounting, approval or payment workflows. The use of copies of business sample files for evaluation is permitted, provided that their processing is lawful.

1.2 Data backup. Before the evaluation and before changes to the test environment, the data and settings concerned must be adequately backed up. Separate test profiles and file copies are to be used wherever possible. The effects of a failure to back up on claims for compensation are governed exclusively by § 13; an automatic loss of all claims is not associated with this.

1.3 Absence of charge and liability. No licence fee is charged for the trial period. Liability under § 12 applies to it. A function owed in connection with a paid licence does not become free of charge merely because no separate price is shown for it.

1.4 Distinction from the Free Edition and the full version. The registered Free Edition may be used productively within its functional and quantity limits. The paid full version may also be used productively as intended. The evaluation requirement of this section does not apply to these editions.

§ 2 Contracting parties, business customers and conclusion of contract

2.1 Manufacturer and licensor is:

MEYER EDV GmbH
Gerberhof 3
31535 Neustadt am Rübenberge, Deutschland

Represented by the managing director Frank Meyer
Commercial register: Amtsgericht Hannover, HRB 220219
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Hereinafter “MEYER”.

2.2 Licensee. The offer is directed exclusively at business customers/traders (Unternehmer within the meaning of § 14 BGB) acting for commercial or independent professional purposes, and at legal persons under public law and public authorities. If the software is obtained for a business or a public authority, that organisation is the licensee; its employees are authorised users within the agreed scope. Anyone concluding the contract for an organisation must be authorised to represent it for this purpose.

An offer to consumers is not intended. However, a business customer confirmation does not alter the actual statutory consumer status. § 18 applies to a consumer contract that has nevertheless been validly concluded.

2.3 Incorporation. This EULA applies only if it is made accessible to the licensee before conclusion of the contract concerned and is validly agreed. For the trial period and the Free Edition, the agreement with MEYER is made before the start of the respective use. In the case of a paid purchase, the EULA must already be accessible and accepted as a supplier and licence agreement before the order is completed.

The mere confirmation of the business purpose, acknowledgement of the scope of checks or acknowledgement of a data protection notice does not replace acceptance of this EULA. Rights already acquired are not restricted merely by a later display of these terms.

2.4 Seller of the full version. The seller and contracting partner for the paid purchase processed via Polar is **Polar Software, Inc., 3500 South DuPont Highway, Dover, Delaware 19901, USA**, as Merchant of Record. Polar handles in particular ordering, payment, invoicing and turnover tax. MEYER remains the manufacturer and licensor.

The terms of the purchase or subscription contract with Polar and this EULA concern different contractual relationships. This EULA does not restrict claims against Polar and does not establish any power of representation of MEYER for Polar.

Allocation of performance. Polar, as seller, owes the provision of the software for consideration under the purchase or subscription contract. MEYER, as manufacturer and licensor, owes the grant of the rights of use under § 5, the licence activation, the updates and security updates promised under § 10 and its own expressly promised services. A licence acquired for consideration is not deemed to be a gratuitous provision in relation to MEYER either; § 12 does not apply to it.

2.5 Order of precedence. Individual agreements take precedence. The validly agreed order determines in particular the licence model, number of persons, price and licence start. For third-party

components, the precedence of their independent licence terms under § 15 applies in addition.

§ 3 Subject matter of the contract and binding scope of checks

3.1 Main function. The software serves the local opening, display, technical checking and comparison of electronic invoices and the display of invoice attachments from e-mail files. It does not alter the opened original files. Save, export and print operations expressly triggered by the licensee create separate outputs.

The software is provided for Windows 10/11 in the x64 version. It requires the Microsoft Edge WebView2 Runtime. Linux and macOS are not part of the scope of services. A later provision of further platforms is not promised by this EULA.

3.2 Format support. The naming of an invoice format does not mean that all versions, profiles and additional national or network-related requirements are fully checked.

Format or function	Agreed scope and essential limits
XRechnung based on UBL or CII	Opening and visualisation of supported files; technical check using the embedded schemas UBL 2.1 and UN/CEFACT CII D16B and the applicable embedded CEN and KoSIT rules
ZUGFeRD 1.0/2.x and Factur-X	Display of supported PDF/XML structures and checking to the extent actually implemented; no complete check of all version and profile requirements
CII-based invoices	Schema check based on CII D16B; no coverage of D22B extensions and no complete check against profile-specific FeRD schemas
Peppol BIS Billing 3.0	Display of supported invoice files and application of the implemented checks; no complete Peppol BIS, transmission or network conformity check
PDF/A-3 and hybrid invoices	Partial check of selected PDF/A-3 requirements, XMP identification and XML embedding; no complete PDF/A conformity check and no complete veraPDF check
PDF/XML comparison	Search for selected XML values in the readable PDF text; no complete semantic, pictorial or visual conformity check

3.3 Rule versions and execution. Version 1.0.4 uses the embedded EN 16931 Validation Artefacts in version 1.3.17 and XRechnung Schematron in version 2.6.0. MEYER uses its own execution of the published rules. In special cases, deviations from the results of other validators are possible. The software is not a certified validator and not a promise to fully replicate the behaviour of any particular other validation software.

Updated rule versions may be provided through updates. Without a corresponding update, an installed version does not automatically check against rules published later.

3.4 Significance of results. “Keine Fehler im geprüften Umfang” (no errors within the checked scope) means exclusively that the checks actually performed have not identified any corresponding errors. An unsupported, not fully checked or aborted check procedure does not constitute a positive overall assessment.

In particular, the following are not comprehensively established:

- the actual rendering of the performance and the economic justification of a claim;
- the substantive correctness of all invoice particulars;
- the tax treatment, deductibility or lawfulness of a business transaction;
- the authenticity of a VAT identification number, identity or bank details;
- the authenticity or legal validity of electronic signatures;
- the fulfilment of all national, sector-specific or recipient-related requirements.

3.5 Text comparison and file assignment. A text match does not confirm complete substantive or visible conformity between PDF and XML. Conversely, a missing match does not necessarily prove a substantive contradiction. Content that is not readable, is presented differently or is not captured by the search procedure may remain unconsidered.

The joint display of PDF and XML on the basis of matching file names, of a single file pair within an e-mail or of joint opening does not confirm that they belong together. Where necessary, this must be verified by the user.

3.6 Visualisation and retention. Printouts and visualisations saved as PDF are derived representations. They replace neither the original electronic invoice nor its legally required retention. The software is not an audit-proof archiving system or a complete bookkeeping system.

3.7 No advice or approval. Results, explanations and prepared e-mail texts are technical aids, not individual tax or legal advice and not an accounting, payment or tax approval. General tax explanations relating to German law are not readily transferable to other countries. Prepared messages must be checked for substance and language before sending; the software does not send them itself. Prepared e-mail texts contain by default a reference to the checking software used; it can be switched off under “Menü › Einstellungen” (Menu › Settings) and removed before sending.

3.8 Responsibility for promised functions. The foregoing limits determine the subject matter of performance. They do not exclude claims based on a defective implementation of the promised functions.

§ 4 Licence models and remuneration

4.1 Trial period. The trial period is 30 days from the first program start. It enables evaluation of the full version's scope subject to the restrictions of § 1, without registration and without any obligation to provide an e-mail address. A server connection is not required for the trial period.

A trial period that has already begun is not subsequently shortened. Reinstallation, deletion of local data, changing the computer's clock or switching a user account do not give rise to a new contractual entitlement to a trial. The trial period does not automatically convert into a paid licence.

4.2 Free Edition. After free registration, the Free Edition may be used productively. It permits at most three different invoice check units per calendar day and Windows user account on the computer concerned:

1. PDF and XML displayed together count as one unit; the decisive factor is the checksum of the XML.
2. The same unchanged XML is not counted again, even together with a different PDF.

3. Invoice files that are not combined count individually.
4. PDF files without recognised structured invoice data do not count.
5. Re-checking the same unchanged file is not counted again.
6. The daily counter is reset at midnight according to the local time of the computer.

The Free Edition contains a notice of origin in generated PDFs. The local programming interface, the corresponding command-line checking use and the Outlook extension are not part of the functional scope of the Free Edition.

4.3 Free registration. Free registration requires an e-mail address. It serves the delivery of the licence key and queries concerning this licence, not advertising. The contact address may be deleted early on request; its deletion alone does not terminate a licence already granted.

4.4 Paid perpetual licence. The perpetual licence grants a right of use unlimited in time within the purchased scope of persons and devices. It includes all updates of this program released within three years from the licence start. The end of this update period terminates the right of use neither in the purchased version nor in the updates covered by it.

4.5 Subscription. The subscription grants the right of use for its term and includes all updates of this program released during that term. It can be terminated monthly. Details of the term and termination are set out in § 16.

4.6 Order data and prices. The purchased number of persons, the remuneration and the licence start are derived from the order and the licence confirmation. The licence start is additionally shown in the licence dialog. Prices in the offer directed exclusively at business customers are exclusive of applicable turnover tax. A price change for new orders does not automatically change an existing contract.

4.7 Promotional codes. A promotional code confers only the licence or benefit specifically designated when it was issued. Without a separate paid order, its use does not give rise to a paid subscription.

§ 5 Right of use, persons and computers

5.1 Grant of rights. MEYER grants the licensee a simple, non-exclusive right to install and use the software in the agreed licence model for its own business, professional or official purposes. The right includes the reproductions and backup copies required for this. Time limits arise exclusively from the chosen model and an effective termination of the contract.

5.2 Full version licences. The scope of use depends on the chosen variant. One workplace (Arbeitsplatz) stands for one licensed natural person. The permitted number of computers follows from the order and the licence confirmation; in the starter variant with one workplace, one person may work on up to two computers. Several computers do not entitle the licensee to have more persons work than workplaces have been acquired.

The licensee may make the assignment to persons internally. The technical activation limits do not replace the contractual counting of persons.

5.3 Change of employee. A per-person licence may be assigned to another employee within the same organisation, in particular upon departure or a change of duties. Use by the person previously assigned must be ended beforehand. Continuous reassignment solely for the shared use of a per-person licence by several actually active users is not permitted.

5.4 Change of computer. For each licence, at most the number of computers agreed for the acquired variant may be activated. If the permitted number of devices is exhausted, a new activation, after your confirmation, replaces the computer previously displayed whose current activation lies furthest back; its entitlement to use thereby ends and use on that computer must cease. Within any preceding period of 30 days, at most three such replacements per licence are permitted; activations within device slots that are still free do not count as changes. If the change limit has been reached and an occupied device slot would have to be replaced for a new activation, only this new activation is refused until the next possible change date displayed; the rights of use on the computers currently activated remain in place. If an additional replacement change is required because of a defect or loss, our support at info@meyer-edv.com enables it after review at no additional cost. A change of computer can also be made by releasing the activation on the previous computer.

5.5 Professional services. The processing of invoices of the licensee's own customers or clients in the course of the licensee's professional activity, for example in a tax advisory or bookkeeping service, is permitted. Customers, clients or mere recipients of check reports do not require their own licence for that reason alone.

5.6 Automated use. The local interface and the command line may be used for workflows of the licensed persons. In the case of indirect use through other programs as well, those persons to whom the checking function is made available as their own work function must be licensed. A technical service account does not replace the required per-person licences.

Provision as a generally accessible checking service, as a software-as-a-service offering or as an application used by others for an undefined group of users is not covered and requires a separate agreement. Permitted client-mandate processing under paragraph 5 remains unaffected by this.

§ 6 Intellectual property rights, statutory permissions and transfer

6.1 Rights in the software. Rights in protected components of the software and its documentation are held by MEYER or the respective third parties. This EULA contains no assurance of exclusive copyrights of MEYER in all components. Rights in invoices, e-mails, other input data and lawfully generated own work results remain with the respective rights holders.

6.2 Limits of use. Outside rights granted or existing by law, it is not permitted

- to make the software available to additional, unlicensed persons;
- to pass on licence keys to unauthorised third parties;
- to rent out or sublicense the software or to distribute it as an independent third-party product;
- to deliberately manipulate licence, trial time or daily limit mechanisms in order to exceed the agreed scope of use;
- to impermissibly remove intellectual property and licence notices on protected software components.

6.3 Statutory software permissions. Legally permitted acts remain unaffected, in particular necessary backup copies, observing, studying and testing pursuant to § 69d UrhG and decompilation to establish interoperability under the conditions of § 69e UrhG. The same applies to legally permitted error correction and to more extensive rights under third-party and open-source licences. These permissions are not made dependent on any additional consent.

6.4 Resale. Statutory rights to resell a program copy provided permanently, in particular on the basis of copyright exhaustion, are retained. Insofar as their conditions are met, no additional consent from MEYER is required. The previous licensee must cease its own use to the extent transferred and render its own program copies concerned unusable. Splitting is permitted only insofar as a statutory right exists for this.

The internal reassignment under § 5 is not a resale.

§ 7 Activation and licence check

7.1 Activation. For registration of the Free Edition and for activation, release and other server-based licence operations, a connection to the licence server at `https://license.meyer-edv.cloud` is required. The trial period does not require registration.

7.2 Regular check. Automatic online licence checks take place at most every 14 days. Licence operations expressly triggered by the user may trigger additional connections. The items checked are in particular licence validity, term, a justified revocation or blocking status and the permitted number of computers.

7.3 Licence data. For these operations, in particular the licence key or promotional code, product code, program version and salted hash values of MachineGuid and system UUID are processed. If one of these device characteristics is missing, the disk serial number may be used instead. A CPU ID and the Windows computer name are not transmitted as regular characteristics. A voluntary device designation and the operating system information are transmitted only if the user personally enters a device designation. Further details are contained in the separate data protection notice.

7.4 Offline operation. A perpetual licence that has already been activated is not blocked merely because of a missing internet connection. For the subscription, by contrast, the end date stored in the signed licence record applies. For the technical confirmation of a renewal, a server connection must be possible in good time.

A technical activation or renewal problem does not eliminate a contractual entitlement to use that actually continues to exist. In this case, the licensee may demand a remedy by stating its proof of licence.

7.5 Justified blocks. A technical block may only be imposed to the extent of a corresponding legal entitlement, in particular where the right of use has been effectively terminated or unauthorised use has been proven. The mere defectiveness of an automatic check does not constitute a loss of licence. Legally or contractually required notices, formal warnings and periods for remedy must continue to be observed.

7.6 Data deletion. The deletion of licence administration data after the respective retention periods does not in itself terminate a right of use that continues to exist under the contract.

§ 8 Due care, data backup and operational control

8.1 Suitable environment. The licensee must operate the software in a system environment that is suitable for the intended use and adequately secured. It must keep available the required operating system and runtime components and must design authorisations and access options in accordance with the operational need for protection.

8.2 Data backup obligation. The licensee must back up important original files, work results and required system settings at intervals appropriate to the risk and must adequately verify recoverability. Before installing updates, a current backup appropriate to the risk of change must be kept available. Original invoices that must be retained by law must be preserved independently of the software.

The obligation does not establish a shift of risk independent of fault. § 13 applies to any contributory fault.

8.3 Substantive control. The licensee remains responsible for the substantive organisation of its accounting, tax, archiving and payment processes. It must provide for suitable controls, in particular in the case of significant amounts, contradictory documents, incomplete checks and automated workflows. The software does not replace these controls.

8.4 Third-party attachments. The technical invoice check is not a malware check. Even a positive check result does not confirm that an attachment is harmless. Before expressly triggering the opening of an attachment with another program, its origin and security risks must be adequately examined.

8.5 Safety-critical purposes. The software is not intended for the control of safety-critical systems in which a malfunction may endanger people or directly cause significant damage to property. Ordinary invoice processing as intended is not excluded by this.

§ 9 Local interface and Outlook extension

9.1 Local interface. The HTTP interface is bound exclusively to `127.0.0.1` and is intended for programs on the same computer. An access key renewed at each program start is used for check requests. The licensee must protect this key against unauthorised access and must not make the interface available publicly or to unauthorised users by circumventing the agreed licence limits.

9.2 Presentation of results in integrations. If check results from the interface are displayed to humans or passed on as a report, the associated scope statement `result.scope` must be presented completely and comprehensibly together with the result. A presentation equivalent in content is permitted; scope notices must not be shortened in a way that distorts their meaning or be concealed.

`fileCheckPassed` means exclusively that no corresponding errors were identified in the file-related checks actually performed. No complete legal, tax or substantive validity of the file may be inferred from this.

In the case of exclusively machine processing, there is no separate display obligation. The limits of the meaning of the results nevertheless apply.

9.3 Own integrations. The licensee is responsible for integrations it has developed itself or obtained from third parties, their data processing and their substantive decision logic. This does not affect MEYER's responsibility for errors in the interface function owed.

9.4 Outlook. The optional extension is intended for classic Outlook, not for the new Outlook. In an interactive installation with classic Outlook present, its activation is preselected in the installer and can be deselected, except after an earlier deactivation or in the event of an unclear state. It checks only messages or attachments expressly selected by the user.

An express activation may override an earlier deactivation of this add-in by Outlook. Administrative blocking policies are not overridden. Before reactivating, the licensee must take adequate account of recognisable causes of an earlier deactivation.

§ 10 Updates and support

10.1 Scope of updates. The perpetual licence includes all updates of the same program released within three years from the licence start, including major version changes published within this period. The period does not begin anew by reason of a change of device or later installation.

In the case of the subscription, all updates released during its term are included. This does not give rise to any entitlement to separate other products or independently offered additional services. The agreed update entitlement must not be circumvented by merely renaming the same service.

10.2 Security updates. Legally required security updates are offered regardless of the expiry of the three-year function update window. Statutory or expressly agreed security, maintenance and defect-rectification obligations are not curtailed by the limitation of the general update entitlement.

10.3 No promise of unlimited further development. Insofar as no corresponding obligation exists, neither a particular number of new functions nor the permanent support of all future operating system, Outlook or format versions is promised. Functions already owed, updates and rights in respect of defects remain unaffected by this.

10.4 Update procedure. After acknowledgement of the data protection notice, the software automatically searches for updates at most once a day at program start and at the user's express request. The automatic search cannot be separately switched off. Download and installation of a program update take place at the user's instigation. Before installation, the SHA-256 checksum and the digital signature of MEYER EDV GmbH are checked.

Updates of the Microsoft WebView2 Runtime follow the separate Microsoft procedure.

10.5 Installation. The licensee must install provided updates that are necessary for secure or contractual operation within a reasonable time after adequately examining its environment. In the event of failure to install, the consequences are governed by the statutory requirements, in particular fault and causation. Rights in respect of defects do not lapse across the board merely because of an uninstalled update.

10.6 Support. Support requests may be addressed to info@meyer-edv.com. In the absence of a separate agreement, there are no fixed response times, no round-the-clock availability and no entitlement to individual training, customisation or integration development. Defect rectification owed by law or contract remains unaffected by this.

§ 11 Rights in respect of defects in the case of provision for consideration to business customers

11.1 Scope of application. This section governs claims against MEYER for the services owed by MEYER under § 2.4. Claims under the separate contract with Polar remain unaffected.

For permanent provision for consideration the rules of sales law are decisive, and for temporary provision for use for consideration the rules of lease law, insofar as the specific performance is subject

to that type of contract. The mere designation as a “licence” does not cancel statutory rights in respect of defects.

11.2 Owed quality. The validly agreed description of services, in particular § 3, and individual promises are decisive. A guarantee is given only if it is expressly declared as such. The absence of a guarantee does not mean that MEYER is released from the obligation to perform in accordance with the contract.

11.3 Permanent provision. In the event of a defect, an opportunity for the subsequent performance owed by law must first be given within a reasonable period, insofar as the setting of a period is not dispensable. Subject to statutory rights of choice, subsequent performance may be effected in particular by error correction or provision of a defect-free version. A workaround is sufficient only if it is reasonable and equivalent to the function owed.

Where the statutory conditions are met, in particular rescission, price reduction and damages and reimbursement of expenses remain available. § 13 applies to damages.

11.4 Limitation in the case of permanent provision. Claims for defects of business customers relating to permanently provided software become time-barred, as a rule, twelve months after delivery.

This shortening does not apply:

- in the case of fraudulent concealment of a defect;
- to claims under a guarantee given, insofar as its content conflicts with this;
- to claims for damages and reimbursement of expenses;
- to mandatory statutory recourse claims, in particular under §§ 445a, 445b and 478 BGB;
- insofar as mandatory law precludes a shortening.

The agreed three-year update entitlement and claims to proper fulfilment of continuing update obligations are not thereby shortened to twelve months. A limitation period applicable to independently owed updates does not begin before their provision.

11.5 Subscription. During a temporary provision for consideration, the statutory rights in respect of impairment of contractual use exist. Defects must be notified without undue delay in accordance with § 536c BGB. Statutory rights of reduction and termination are retained.

Liability for damages independent of fault for defects already existing at the time of conclusion of the contract under § 536a paragraph 1 alternative 1 BGB is excluded. The cases of liability specified in § 13 paragraph 2 remain excepted. Liability for fault and the statutory requirements for reimbursement of expenses remain unaffected. The twelve-month period in paragraph 4 does not apply across the board to rights in respect of defects during a current subscription.

11.6 Cooperation. The licensee should describe a defect comprehensibly and provide the information on version, system environment and error sequence that is reasonably required for examination. Confidential or personal real data need not be transmitted unchecked for this purpose; where possible, suitable anonymised sample files are to be used.

11.7 Commercial inspection. § 377 HGB applies only if and insofar as its statutory conditions are met. A corresponding commercial duty to give notice of defects is not extended to all licensees merely on the basis of their status as Unternehmer.

§ 12 Gratuitous provision: defects and statutory liability privileges

12.1 Models concerned. This section concerns the free-of-charge trial period and the Free Edition. It does not apply to services that are part of a paid perpetual licence or a subscription.

12.2 Classification. The trial period and the Free Edition are gratuitous provisions for use in the sense of a gratuitous loan (Leihe) (§§ 598 et seq. BGB), not gifts (Schenkung).

12.3 Liability. Under § 599 BGB, MEYER is liable in this respect only for intent and gross negligence. § 600 BGB applies to fraudulently concealed defects.

12.4 Other cases. Insofar as these statutory liability reliefs do not apply in the individual case, the general statutory rules and the contractual limitations under § 13 apply. The reliefs are not extended to services provided for consideration.

12.5 Mandatory rights. Mandatory liability, in particular under applicable product liability law, and liability under expressly given guarantees remain unaffected. For injury to life, body or health, this section does not agree any limitation of liability going beyond the law applicable in each case.

§ 13 Liability towards business customers and data loss

13.1 Principle. Unless a statutory liability privilege under § 12 already applies, the following provisions apply to MEYER's liability.

13.2 Unlimited liability. MEYER is liable without limitation

- in the case of intent and gross negligence;
- in the case of culpable injury to life, body or health;
- in the case of fraudulent concealment of a defect;
- under an expressly given guarantee to the extent of its content;
- under mandatory statutory liability provisions, in particular applicable product liability law.

These exceptions take precedence over all contractual limitations of liability in this EULA.

13.3 Slight negligence in the case of material obligations. In the event of a slightly negligent breach of a material contractual obligation, MEYER is liable for compensation of the foreseeable damage typical for the contract at the time of conclusion of the contract. Material obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the licensee may regularly rely.

These may in particular include the proper provision of the promised technical check and display functions. Damage is not excluded merely because it constitutes financial loss or exceeds the licence price.

13.4 Other slight negligence. In the event of a slightly negligent breach of contractual obligations other than material ones, liability is excluded unless a case under paragraph 2 exists.

13.5 Data loss and data backup. The same standards of liability apply to data loss. If the licensee has culpably failed to carry out a required data backup or damage mitigation measure that could reasonably be expected of it, the extent of damage caused or increased thereby is taken into account in

accordance with § 254 BGB. The decisive factors are in particular the specific risk situation, the reasonableness of the backup and its actual suitability for avoiding the damage.

A failure to back up does not automatically lead to the complete exclusion of claims. Statutory rules on the burden of presentation and proof remain unchanged.

13.6 Bases of claims and auxiliary persons. The foregoing limitations apply to the extent permitted by law irrespective of whether the claim is based on contract, pre-contractual obligations or tort. They apply accordingly for the benefit of the corporate bodies, legal representatives, employees and vicarious agents of MEYER. Mandatory independent claims are not restricted.

§ 14 Data processing and confidentiality

14.1 Local content processing. Invoice and e-mail contents are processed locally by the viewer and are not transmitted to MEYER or online checking services. In certain operations, local working copies are created, in particular for attachments, Outlook transfers and interface checks. The licensee is responsible for the lawfulness of the content processing it initiates and for the authorisations of its users.

The mere distribution of software does not make MEYER a processor of the locally opened invoice contents.

14.2 Own processing. Licensing, registration, updates, order processing and voluntary support contacts may trigger separate data processing by MEYER, Polar or other bodies actually involved. The details, responsibilities, legal bases and data subject rights are the subject of separate data protection notices, not of a blanket consent in this EULA.

14.3 Acknowledgement is not consent. The acknowledgement of a data protection notice provided for in the program is not consent under data protection law. Acceptance of this EULA likewise does not replace any separate consent required by law and does not extend any permissible purposes of processing.

14.4 WebView2. The Microsoft Edge WebView2 Runtime may establish its own internet connections and process required diagnostic data, including independently of settings for optional diagnostic data. SmartScreen remains activated and may process accessed addresses for security assessment. The automatic WebView2 crash reporting is deactivated by the program. However, this does not mean that the application as a whole is free of network or runtime diagnostic operations.

14.5 Support files. Files are not automatically sent to support. The licensee should transmit only such contents whose disclosure is lawful and necessary for processing. MEYER treats confidential contents received in support in a purpose-bound manner and in compliance with the statutory data protection and confidentiality obligations.

14.6 Information. Data protection notices are accessible via the corresponding program areas and the respective services. The privacy policy with the section on this program can be found at https://www.meyer-edv.com/datenschutz#meyer-erechnung.

§ 15 Third-party components and open source

15.1 Independent licences. The software contains third-party components and open-source elements. The associated licence texts, rights notices and version-related information are provided in `THIRD-PARTY-NOTICES.txt` and in the program under “Open-Source-Lizenzen” (Open Source Licences).

These include in particular Tauri, PDF.js including its components, Rust libraries, Schematron artefacts, XML schemas and embedded fonts. The Microsoft Edge WebView2 Runtime is subject to separate Microsoft terms.

15.2 Precedence of component rights. Their independent licence terms apply to the components concerned. Insofar as these grant more extensive rights of use, modification, reproduction, distribution or source code, these are not restricted by the person, device, transfer or other restrictions of this EULA. In the event of a conflict, the respective component licences take precedence for the component concerned.

15.3 Source code access. The components with special source code obligations include in particular the unmodified MPL-2.0 components:

- cssparser 0.37.0
- cssparser-macros 0.7.1
- dtoa-short 0.3.5
- option-ext 0.2.0
- selectors 0.38.0

The unmodified **EN 16931 Validation Artefacts 1.3.17** provided under EUPL-1.2 are available via the following version-specific source code access:

https://github.com/ConnectingEurope/eInvoicing-EN16931/releases/tag/validation-1.3.17

Further information can be found in the licence notices supplied. The specific obligations of the respective open-source licence remain decisive.

15.4 No blanket shift of liability. Warranty and liability notices of the original component authors do not cancel across the board the contractual obligations assumed by MEYER itself for the software offered.

15.5 Marks. Designations such as XRechnung, ZUGFeRD, Factur-X, Peppol and Outlook are used to describe formats or compatibility. No certification, sponsorship or recommendation by the respective organisations or rights holders follows from this.

§ 16 Term, termination and consequences of termination

16.1 Trial period. The trial right of use ends after 30 days without termination. The licensee may end the evaluation earlier at any time. Continuation requires a valid Free or full version licence. There is no entitlement to repeated free trial periods.

16.2 Free Edition. The Free use agreement runs for an indefinite period. The licensee may end it at any time. MEYER may terminate it with ordinary notice of four weeks in text form. Such a termination concerns only the free-of-charge Free use and not any paid perpetual licences existing alongside it.

16.3 Perpetual licence. The right of use under a fully purchased perpetual licence exists without limitation in time. MEYER has no ordinary right of termination by which this right could subsequently be withdrawn without a special legal ground. The end of the update entitlement is not a termination.

16.4 Subscription. The subscription renews for one further monthly billing period at a time, unless it is terminated before the end of the current period with effect at the end of that period. There is no additional notice period. Prepaid periods of use remain usable until their end, unless good cause justifies an earlier termination.

Termination of the subscription contract concluded with Polar must be declared to Polar via the channels specified in the order or customer process. An effective termination of the subscription terminates the dependent right of use at the same time. Mere uninstallation, release of a device activation or non-use does not replace termination.

16.5 Good cause. The right to extraordinary termination for good cause remains available to both parties. Insofar as a breach of duty can be remedied, termination generally requires an unsuccessful reasonable period for remedy or a formal warning, unless this is dispensable under the statutory conditions. A minor or merely suspected infringement does not readily justify the withdrawal of a licence.

16.6 Consequences. After the effective termination of a right of use, the use covered by it must be ceased. Program copies must be deleted or rendered unusable, unless they may continue to be used on the basis of another valid licence or an independent third-party component licence.

Own invoice files, exports and other lawfully generated work results need not be deleted. Statutory retention obligations remain unaffected. A permissible continued use in the Free Edition presupposes that its conditions are met.

16.7 Billing and refund. Claims for billing or refund against the respective contracting partner are governed by the contract concerned and by law. They are not excluded by the technical termination of an activation.

§ 17 Export and sanctions law

17.1 Applicable restrictions. Each contracting party must comply with the export control and sanctions provisions applicable to it and to the specific transaction. The licensee must not make available, pass on or use the software in breach of an applicable statutory prohibition.

17.2 Distribution restriction. MEYER's distribution offer is not directed at business recipients established in Russia or Belarus or at recipients on an applicable sanctions list, and does not include provision for use in these states. This is an additional distribution decision of MEYER and not a statement that all software transactions with all persons of these states are prohibited by law.

17.3 Check and existing rights. Insofar as necessary for lawful provision, reasonable information on the recipient and the intended use may be requested. Unclear information entitles to the necessary examination, not automatically to a final withdrawal of lawfully acquired rights. Statutory impediments to performance and their consequences are governed by the applicable law. MEYER's own checking obligations are not shifted to the licensee.

§ 18 Fallback provision for consumer contracts actually existing

18.1 No fiction of status. Should a contract for predominantly private purposes nevertheless be validly concluded with a natural person despite the exclusive orientation towards business customers, this person does not become an Unternehmer by virtue of a declaration or a selection field.

18.2 Separate statutory regime. The business customer provisions of §§ 11 to 13 do not apply to such a consumer contract. They are replaced by the statutory rules on defects, updates, limitation and liability, in particular §§ 327 et seq. BGB, insofar as their conditions are met. Where applicable, this also applies to provision in exchange for personal data under the statutory conditions.

The commercial duty to inspect and give notice of defects and special business-related organisational obligations of this EULA do not apply. Statutory duties of care and mitigation of damage remain in place.

18.3 Withdrawal and further rights. An existing statutory right of withdrawal is not excluded by this EULA. Download, installation, licence activation or the mere acceptance of this EULA do not in themselves constitute a waiver of a right of withdrawal. Required consumer information and declarations must be separately provided or obtained, as applicable, by the contracting partner obliged in each case.

18.4 No opening of distribution. This fallback provision does not establish a general offer to consumers or a permission to pass off an actually private purchase as a business customer purchase.

§ 19 Applicable law and place of jurisdiction

19.1 Choice of law. This contract with MEYER is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatorily applicable statutory provisions remain unaffected.

In the case of a consumer contract actually existing, this choice of law must not result in the consumer being deprived of the protection of the mandatory provisions that would apply in the absence of the choice of law, in particular under Article 6 of the Rome I Regulation.

19.2 Place of jurisdiction for merchants only. If the licensee is a merchant (Kaufmann) within the meaning of the German Commercial Code (Handelsgesetzbuch), the registered office of MEYER in Neustadt am Rübenberge is the exclusive place of jurisdiction for disputes arising from this contract, insofar as such an agreement is permitted by law. MEYER may also sue the licensee at the licensee's general place of jurisdiction.

For licensees who are not merchants, no contractual place of jurisdiction is agreed. Statutorily exclusive places of jurisdiction and mandatory rules on international jurisdiction remain unaffected.

19.3 Polar contract. This section does not determine the law applicable to the separate contract with Polar or its place of jurisdiction.

§ 20 Amendments and final provisions

20.1 Contract amendments. Amendments to existing contractual rights and obligations require a valid agreement. The mere publication of a new EULA, silence or continued use of the software are not

deemed to be consent to a contract amendment. A new EULA must not be imposed retroactively merely by way of an update already owed.

20.2 Declarations. Unless a stricter form is prescribed by law, declarations to MEYER may be addressed in text form to the contact address specified in § 2. Irrespective of this, individual agreements continue to take precedence in accordance with § 305b BGB.

20.3 Partial invalidity. Should individual provisions be invalid or not become part of the contract, the consequences are governed by the statutory provisions, in particular § 306 BGB. Invalid provisions are replaced, where provided for, by the statutory rules. No automatic replacement by the economically most extensive restriction still permissible takes place.