

End User License Agreement (B2B)

Last updated: 09 September 2025

Provider Identification

Strahberger Organisationsentwicklung (sole proprietorship)

Washingtonstrasse 21, 9400 Rorschach, Switzerland

UID/VAT: **CHE-225.291.091** • Commercial Register No.: **CH-320.1.101.941-8**

Owner: Florian Strahberger (Einzelunterschrift)

Operating Name / Brand: **"CEEQ.IT"** (Domain: *ceeq.it*)

Contact: legal@ceeq.it

Definitions

"**Provider**", "**we**", "**us**", "**our**" and "**CEEQ.IT**" mean Strahberger Organisationsentwicklung as the contracting party. "**Customer**" means the legal entity entering into this EULA. "**User**" means natural persons authorized by Customer to use the Service.

B2B Scope

This Agreement is offered exclusively to businesses. **No consumer (B2C) use** is permitted.

1. Acceptance of Terms

By accessing or using the Service, Customer agrees to be bound by this EULA. If Customer does not agree, the Service must not be used.

2. License Grant (B2B only)

Subject to this EULA, Provider grants Customer a limited, non-exclusive, non-transferable, revocable right to access and use the Service solely for Customer's internal business purposes by its authorized Users. No rights are granted except as expressly set out herein.

3. Data & IP Ownership

3.1 Customer Data

Content entered or uploaded by Customer or its Users (including tasks, comments, sprint data) is "Customer Data" and remains Customer's property.

3.2 Provider Materials

All software, data models, **key structures**, internal mappings, algorithms and metadata structures used to provide the Service ("Provider Materials") are and remain the exclusive property of Provider and its licensors. **No rights** in Provider Materials are granted.

3.3 License to Process

Customer grants Provider a non-exclusive license to process Customer Data solely to provide the Service and related support.

3.4 Data Return & Deletion (Values-only, no schemas) — Minimal-Variante A

Upon **Customer's documented instruction under the Data Processing Agreement (DPA)**, Provider will make available or delete Customer Data. Any return will be limited to **Customer-entered values without disclosure** of Provider Materials (including internal keys, schemas or mappings) and will be provided **in a commercially reasonable manner available in the Service, without any obligation** to produce a specific structure, field mapping, interoperability or re-usability. Any additional extraction or transformation may be offered as **paid professional services** subject to availability. For the avoidance of doubt, Provider is not required to disclose internal data models or proprietary key structures.

4. Confidentiality

Each party shall protect the other's Confidential Information with at least reasonable care, use it only to perform this EULA, and disclose it only to personnel and subprocessors under similar obligations.

5. Compliance & Acceptable Use

Customer must comply with the Acceptable Use Policy (AUP), export/sanctions and anti-bribery laws, and represents it is not a sanctioned party.

6. Support & Service Availability

Provider offers business-hours support via support@ceeq.it. Provider will make commercially reasonable efforts to maintain service availability, but does not guarantee specific uptime targets or response times. Any future service commitments may be published on our support pages or agreed separately in writing.

7. Beta/Preview Features

Beta or preview features are provided "as is", may change or be withdrawn at any time, and are excluded from standard support.

8. Disclaimer of Warranties

The Service is provided "as is" and "as available". Provider disclaims all warranties to the maximum extent permitted by law.

9. Limitation of Liability

Cap. Provider's aggregate liability arising out of or related to the Service shall not exceed the fees paid by Customer in the twelve (12) months preceding the event. **No indirect damages** (incl. lost profits) to the

extent permitted by law.

Exclusions from the cap. The cap does not apply to (a) death/personal injury, (b) **intent or gross negligence**, (c) breach of confidentiality, (d) IP infringement indemnity, (e) data protection breaches where liability may not be limited by law.

10. Term & Termination

For cause: either party may terminate for material breach after 30 days' cure. **For convenience:** either party may terminate with 30 days' notice effective end of current term. On termination, rights cease; Provider offers 30 days self-service export and deletes Customer Data as instructed under the Data Processing Agreement (DPA).

11. Data Protection

Processing of personal data is governed by the Data Processing Agreement (DPA), incorporated herein by reference. The Privacy Policy explains how Provider handles Controller vs. Processor roles.

12. Order of Precedence

In case of conflict: (1) applicable Order/Azure Marketplace terms, (2) the Data Processing Agreement (DPA), (3) this EULA, (4) linked policies.

13. Severability; Entire Agreement

If any provision is invalid, the remainder remains in effect. This EULA constitutes the entire agreement on its subject matter.

14. Governing Law & Venue; Language

This EULA is governed by Swiss law (excluding conflict-of-laws rules and CISG). Exclusive venue: the ordinary courts of the Canton of St. Gallen, **Kreisgericht Rorschach**. Language: English. Any translation is for convenience only; the English version prevails.

Company Information

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9400 Rorschach, Switzerland

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Contact

Legal: legal@ceeq.it

Privacy: privacy@ceeq.it

Support: support@ceeq.it

Website: ceeq.it