StepOver Software Subscription Terms

StepOver GmbH · As of: 30 September 2026

The StepOver subscription runs for a minimum of 12 months and renews for one year at a time unless it is cancelled 3 months before the end of the term. This overview summarises the terms for software on subscription; it is intended exclusively for businesses.

At a glance

Item	Terms
Customers	Businesses only (B2B), no consumers
Minimum term	12 months from activation
Renewal	Automatically for 12 months at a time
Notice period	3 months before the end of the current term, in text form (email)
Billing	Annually in advance from the start of the contract; prices net plus VAT
Payment terms	10 days from invoice date
Price adjustment	At most once a year, linked to the consumer price index, with a special right of termination
Included	Right of use, maintenance (bug fixes, updates, upgrades), support
Support	Mon–Fri 9:00–16:00 (CET/CEST) by phone, email or ticket
Requirement	Internet connection for licence verification, provided by the customer
Reductions	Only at the end of the term, subject to the notice period

1. Scope

The subscription model is available only to businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Consumers cannot take out a subscription.

The General Terms and Conditions of StepOver GmbH apply in addition. Individual agreements in the quotation or contract take precedence over this overview and the General Terms and Conditions. The customer's deviating purchasing conditions apply only if StepOver agrees to them in writing.

2. Scope of services

For the duration of the term, the subscription grants the customer a non-exclusive, non-transferable right to use the software to the agreed extent (e.g. number of workstations, devices or signature transactions as per the quotation). Use at end customers by IT service providers is governed by Section 5.

The subscription price includes:

- **Maintenance:** rectification of defects and malfunctions through bug fixes and workarounds, including beyond the statutory warranty
- **Updates and upgrades:** all versions of the subscribed software released during the term, including documentation, available for download
- **Support:** acceptance of support cases by phone, email or ticket, Mon–Fri 9:00–16:00 (CET/CEST) on working days (excluding the year-end company closure, approx. 23 December to 6 January)
- **Legal adjustments:** adjustments to changed legal requirements, insofar as they affect the software

On-site installation, custom programming, training and hardware are not included. StepOver offers these services separately.

A support case exists if the software does not perform the functions agreed in the contract. Maintenance always covers the current program version; StepOver does not develop separate bug fixes for older versions. If the customer has extended the software beyond its interfaces, maintenance extends up to the interface.

The parties agree on maintenance windows with each other. Restrictions caused by circumstances beyond StepOver's control, such as actions of third parties, internet outages, force majeure or the customer's infrastructure, do not affect the contractual conformity of the service.

3. Term, renewal and termination

1. The minimum term is 12 months. It begins upon activation of the licence.
2. The subscription renews automatically for a further 12 months at a time unless it is cancelled in due time.
3. Either party may terminate with 3 months' notice to the end of the minimum term or of a renewal period.
4. Termination must be made in text form (email is sufficient). The date of receipt by the other party is decisive.
5. The right to extraordinary termination for good cause remains unaffected, for example in the event of a breach of contract despite a prior warning.

Example: Subscription starts on 1 January 2027. To end it on 31 December 2027, notice must be given by 30 September 2027. Otherwise the subscription runs until 31 December 2028.

4. Prices, payment and changes

- **Prices:** The prices stated in the quotation apply. All prices are net plus statutory VAT.
- **Billing:** The subscription fee is invoiced annually in advance at the start of each term period and is due within 10 days without deduction. Payments are made cashless in euros; payment transaction costs are borne by the customer. The date of receipt of funds by StepOver is decisive. Different payment terms may be agreed in the quotation.
- **Price adjustment:** StepOver may adjust prices at most once a year with effect from the next renewal period. The benchmark is the change in the consumer price index for Germany (Federal Statistical Office, Destatis) since prices were last set.
- **Notice and special right of termination:** Any price adjustment will be announced in text form at least 6 months before the end of the term. In the event of a price increase, the customer may, irrespective of the regular notice period, terminate within 4 weeks of receiving the announcement with effect from the date the increase takes effect.
- **Reductions:** The scope of use can only be reduced at the end of the current term and subject to the 3-month notice period.

5. Obligations, late payment and end of contract

- **Use:** The customer uses the software only to the extent booked. IT service providers and system integrators may deploy licences purchased from StepOver at their end customers, for example when setting up their systems. In doing so, the customer shall bind the end customer to these terms of use and remains responsible to StepOver for compliance with them. Beyond this, passing on, renting out or sublicensing to third parties is not permitted.
- **Access data:** Licence keys and access data must be kept confidential. This also applies to the customer's employees and service providers who receive them.

- **Cooperation:** The customer supports StepOver in analysing errors to a reasonable extent, for example by providing precise error descriptions, log files or remote access to the affected system.
- **Data backup:** The customer backs up its data regularly and in such a way that it can be restored promptly.
- **Licence verification:** The software may contain mechanisms that verify the agreed scope of use. No customer-specific content is collected in the process. Verification requires an internet connection, which the customer provides. The customer must not deactivate or modify these mechanisms.
- **Late payment:** If the customer is more than 30 days in arrears, StepOver may temporarily block use after a prior reminder setting a deadline. The obligation to pay remains in place.
- **End of contract:** The right of use expires when the subscription ends. The customer ceases use and deletes the software. Documents and signatures created with the software remain valid and usable.

6. Warranty, liability and final provisions

- **Warranty:** StepOver keeps the software in a condition conforming to the contract during the term and remedies reported defects within a reasonable period. Complete freedom from errors cannot be guaranteed. The customer carries out the final acceptance test in its own system.
- **Liability:** StepOver is liable without limitation for intent and gross negligence, fraudulent intent, absence of a guaranteed characteristic, personal injury and under the German Product Liability Act. In cases of slight negligence, StepOver is liable only for breach of material contractual obligations, limited to the foreseeable damage typical for the contract and capped at the annual subscription fee. StepOver is not liable for data loss that proper data backup would have prevented. Contributory negligence on the part of the customer will be taken into account.
- **Confidentiality:** Both parties treat all information received in connection with the contract as confidential, including after the end of the contract.
- **Data protection:** StepOver processes personal data in accordance with the GDPR and obliges the persons it deploys to maintain confidentiality. Insofar as StepOver processes data on behalf of the customer, the parties will conclude a data processing agreement (DPA) pursuant to Art. 28 GDPR.
- **Assignment:** The customer may assign rights and obligations under the contract only with StepOver's prior written consent. StepOver may engage third parties to provide the services.
- **Amendments:** Amendments and additions to the contract must be made in writing. A PDF with an advanced or qualified electronic signature is sufficient.
- **Severability:** If any provision is invalid, the remaining provisions remain effective. It shall be replaced by a permissible provision that comes as close as possible to the purpose of the contract.
- **Governing law and jurisdiction:** German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance and jurisdiction is Stuttgart, to the extent permitted by law. In the event of any discrepancy between language versions, the German version prevails.

StepOver Sales will be happy to answer any questions about the subscription.