

## Special Conditions of Sale and Delivery for Software Products/Freeware

### I. Scope and supplementary provisions

The contract concluded between us and the customer is based on our General Conditions of Sale and Delivery. The following Special Conditions of Sale and Delivery for Software Products/Freeware supplement our General Conditions of Sale and Delivery and shall take precedence where there are any inconsistencies or contradictions between the two. Any alternative terms and conditions of the customer will not be recognized by us. The delivery of freeware is subject to the special provisions of section VIII below. Where the requirement of the written form is set out in these terms and conditions, it shall be deemed to be satisfied where transmission takes place by means of telecommunications (e-mail, telefax).

### II. Subject matter of the contract

1. The contract governs the grant of license to use the software. In addition to the rights of use in the software, the customer also receives a copy of the software including documentation (description of the software, software manual / user guide).
2. The customer has no right to be given the program code or source code.
3. To be legally binding, all agreements, ancillary agreements and amendments must be made in writing.

### III. Grant of rights of use, resale

1. Under the terms of the contract, the customer has the perpetual, non-exclusive right to copy the software for use on one computer. This right applies regardless of whether the computer is a physical or virtual machine. Where the software is integrated in machinery supplied by us, the right to use the software shall be limited to the respective machine unit.
2. Permissible acts of duplication include installation on a computer's storage media (where required), multiple transfer of the software, either in whole or in part, from this storage media to RAM as provided for in clause III.1, and then into the computer's CPU and the graphics card.
3. The customer is not authorized to make the software available as server software for access by multiple computers and/or available in the public domain.
4. The customer has the right to make one backup copy where this is required for securing future use. The backup copy shall be labelled as such.
5. Disassembling or reconstructing, i.e. reverse-engineering the software is not permissible. The customer may not decompile the software without our consent unless consent is not required under the law.

6. The customer may sell its right of use in the software to a third party if the purchasing third party has agreed to be bound by these contractual terms. The customer must also hand over all copies of the software, including any backup copies, and the documentation to the new user, or, as applicable, destroy any copies that have not been handed over. By handing over the software, the customer loses the right to use it. Where the software is resold, the customer shall also be obligated to notify us in writing of the name and full address of the purchaser.
7. Upon request, and where there is a legitimate interest, the customer shall permit us or a third party commissioned by us to verify that the software is being used in accordance with the rights granted hereunder; the customer shall use its best efforts in rendering assistance in the conduct of any such verification.

### IV. Installation

We reserve the right either to furnish a copy of the software in an installable form together with detailed installation instructions, or to install the software ourselves. In the latter case, the customer shall provide the necessary machine time and service personnel for the system, free of charge, for the duration of installation.

### V. Disclaimer of liability and obligation to make data backups

1. Notwithstanding the liability provisions set out in section IX of our General Conditions of Sale and Delivery, the customer is obligated to make a current data backup prior to installing the software. The customer shall also be responsible for ensuring that backups are made on a regular basis subsequent to installation.
2. Backups must also be made before installing other software and before performing maintenance work. We will accept no liability for damage or loss that may occur as the result of the absence of a usable backup.
3. In the event of data loss, our liability shall be limited to compensation of the typical restoration expenses that would also have been incurred with regular risk-appropriate backups, provided that the data loss was not willfully or gross negligently caused by us.
4. However, this shall be without prejudice to claims under the German Product Liability Act (ProdHaftG) in any event.

### VI. Warranty/liability for material defects

1. Owing to the present state of technology, it is not possible to create software in such a way that it works error-free in combination with other software. For this reason, we accept no warranty for the software conforming to the expectations, requirements and purposes of the purchaser, or for the software being

compatible with other software or specific hardware, unless agreed otherwise.

2. Technical data, specifications and performance data in public statements, including, but not limited to, advertising media, shall not constitute warranted characteristics or features. The functionality of the software is first based on the description contained in the documentation and any additional agreements made. Claims based on material defects will not be entertained where there are insignificant deviations from the agreed or stipulated characteristics or in the case of only slight impairment of serviceability. Where updates, upgrades and new versions are made available, claims based on defects shall be limited to the new features of the update, upgrade or new version supplied compared to the previous version release.
3. Immediately after a bug/error message appears, the customer must provide us with written documentation of the bug/error, as complete as possible, indicating how the bug/error was noticed or detected and what effects it has.
4. No claims based on defects will be entertained where the customer makes modifications to the software or parts of the software personally or has modifications made by third parties without our authorization, unless these modifications can be shown to not have given rise to the defect. The same shall apply to errors attributable to installation work carried out by the customer.
5. The foregoing notwithstanding, section VII of our General Conditions of Sale and Delivery shall remain unaffected.

## VII. Intellectual property rights, confidentiality

1. We reserve all copyrights, intellectual property rights and other rights to the software, descriptions and technical know-how, unless agreed otherwise. The customer shall refrain from any actions that are likely to impair our rights. The customer shall take all measures necessary to ensure that third parties cannot infringe these rights.
2. The customer must keep confidential all information that is not generally available in the public domain (e.g. trade secrets, technical know-how) to which it may gain access during the fulfillment of the contract. The customer must take all actions necessary to prevent third parties from gaining knowledge of and exploiting said information, unless otherwise expressly permitted by us. The foregoing provisions shall remain in full force and effect also upon the termination of the contract.

## VIII. Special provisions pertaining to freeware

1. Freeware shall be deemed to mean non-commercial software that is provided for use free of charge and is not related to a sales package (e.g. bundle).

2. We accept no warranty or liability for material defects and defects of title for freeware, in particular not for the correctness, absence of errors, completeness or usability of information. We disclaim all liability associated with the use of freeware, unless liability is mandatory on account of willful intent, gross negligence or due to the causation of harm to life, limb and health.

3. We also reserve all copyrights, intellectual property rights and other rights for this freeware as provided for in clause VII.1 above.

## IX. Updates/upgrades

The foregoing provisions shall apply equally to software updates and upgrades.