



Special Conditions of Purchase for Software Products

I. Scope and supplementary provisions

The contract entered into between us and the contractor shall be subject to our General Terms and Conditions of Purchase. The following Special Conditions of Purchase for Software Products shall supplement our General Terms and Conditions of Purchase and, in the event of any deviating terms, shall prevail over them. Any alternative or additional terms and conditions, especially those contradicting these terms and conditions will not be accepted. Where the requirement of the written form is provided for in these terms and conditions, it shall be deemed to be satisfied where transmission takes place by means of telecommunications (e.g. e-mail, telefax).

II. Subject matter of the contract

The subject of the contract is the provision of software products for use as well as the transfer of usage rights to software products (referred to below as "software").

III. Remuneration

The remuneration shall be payable upon the acceptance of the software (see clause V).

IV. Provision of the software

1. The contractor shall provide the software to us together with the associated source code and documentation. The source code and the documentation must be handed over to us before acceptance of the software takes place.
2. The documentation shall describe the processes of the software in verbal and graphic form and shall enable us to easily handle and maintain the software. It shall describe all details necessary for understanding the software in a comprehensive and comprehensible manner. Otherwise, the scope and content of the documentation shall be governed by our specifications.
3. Where it is necessary for the contractor to use its own hardware or software on our systems and networks, or to connect its systems electronically to our systems and networks, this may be done solely in compliance with the Informationsmanagement System (ISMS) of the German Bundesamt für Sicherheit in der Informationstechnik (German Federal Office of Security in the Information Technology) according to the currently valid version and after previous written permission by us.
4. The software supplied to us must not enable any transfer of data, whether automatically or unknowingly, in particular registration information or configuration data pertaining to us or our systems to the contractor or other third parties without our prior express written consent.

V. Acceptance

1. Upon the proper completion of the software the contractor must notify us of its readiness for acceptance, and provide all documents which form part of the contract deliverables. After we have been notified that the software is ready for acceptance a test run may be requested with our staff, and under the responsibility and at the risk of the contractor, to demonstrate the complete functional capability of the software. The test run shall begin upon written agreement between the contractor and us, whereas the time of the test run need not be established upon notification of readiness for acceptance. The process and the results of the test run will be documented by us in a log, which must be signed by both parties. The completion of the test run shall not be deemed to constitute acceptance of the contract deliverables and services of the contractor. The deliverables and services shall not be deemed to be accepted until we have drafted an additional acceptance report. We shall be entitled to refuse acceptance due to defects or incompleteness until they have been remedied.
2. In the event of part deliverables, the acceptance of the software shall not take place until it has been accepted in its entirety; this shall apply even in the event that these part deliverables pass acceptance.

VI. Specification of products and services provided

1. From the point of time of their origin we shall be entitled to commercially exploit the copyrights, intellectual property rights and other rights to the software accruing to the contractor under the contract as we shall see fit without limitation in terms of time, content and place, throughout the world, including the right to issue licenses.
2. Where the software is copyrightable or patentable, we shall be entitled to register industrial property rights to it within Germany and abroad on our own behalf and on our own account and/or to assign them to third parties. To this end the contractor shall provide us with all necessary information and support us in applying for copyrights or patents in ex-

change for reimbursement of the costs incurred. The contractor shall be able to, without limitation, exploit copyrightable or patentable inventions made by the contractor's employees during the execution of the order, this to be effected by way of declaration to the respective inventor; the rights to these inventions shall be transferred to us upon request in exchange for payment of statutory compensation to said employees. Otherwise the transfer of industrial property rights by the contractor shall be satisfied by way of payment of the agreed remuneration for the software.

3. Where copyrights, intellectual property rights or other rights of the contractor to the software already exist, the contractor shall grant us the exclusive, irrevocable, transferable, sublicensable right of use of the work product, said use being without restriction or limitation as to time, content, territorial or factual scope, in all uses currently known, said right extending in particular to the reproduction, dissemination and communication to the public in all uses, including the right to modify and further develop and exploit the work product as we shall see fit. The grant of the right of use shall be satisfied by way of payment of the agreed remuneration for the software.
4. The intellectual property rights and other rights shall also encompass the source code and documentation belonging to the software.
5. The contractor shall remain authorized to continue using the associated standard software, tools and proprietary know-how employed by it in creating the work product (deliverables) for the contracts of third parties. However, the contractor shall not be permitted to reproduce process or otherwise use work product (deliverables) and solutions created or developed for us, either in part or in whole.

VII. Liability for defects of title

1. The contractor guarantees that the products and services provided by it are free of third party intellectual property rights and other defects of title. In the event of infringement of such rights, the contractor shall, on first request, hold us harmless in respect of any claims asserted against us by third parties due to the infringement of copyright, intellectual property rights or other rights. The contractor shall be obligated, on first request, to reimburse us for all resulting damages including court and out-of-court costs. In the event of infringement of such rights the contractor shall also be obligated to procure for us the requisite licenses at its expense.
2. Otherwise the contractor shall be liable for defects of title as provided for by law. This shall be without prejudice to our right to compensation for damages, in particular compensation for damages in lieu of performance.

VIII. Liability for material defects

1. The contractor guarantees that all the items supplied and produced by it under the contract comply with statutory regulations and generally recognized technical standards.
2. The contractor guarantees that the software is provided in a condition free of malware (e.g. computer viruses, trojans).
3. The warranty period shall commence upon acceptance by us. In the event of part deliverables, the warranty period shall not commence until all work and services have passed acceptance, even in the event that these part deliverables have passed acceptance.
4. Actions taken involving the software under warranty must be included by the contractor in the source code and the documentation without undue delay. A copy of the most up-to-date version of these items shall be provided to us immediately.

IX. Software maintenance

At our request, the contractor shall conclude a contract with us on the maintenance of the software provided to us for the period following the expiration of the limitation period for claims based on the rectification of defects.

X. Subcontractors

Subcontractors appointed by the contractor shall be subject to our written consent. Said consent shall not restrict the obligations of the contractor nor shall it subordinate rights of subcontractors. The contractor shall render compensation for all damages and pay all costs resulting from any breach of these obligations.

XI. Termination

Where we terminate the contract for good cause due to a breach of contract by the contractor, the work and services provided by the contractor will be remunerated only to the extent that we can use them as provided for under the contract. Any damage or loss suffered by us subject to compensation in our favor shall be taken into account in invoicing.