

§ 1 Subject of contract

- (1) Unless regulated elsewhere in an individual contract, e-pro solutions GmbH (hereafter referred to as "e-pro") shall grant the customer a non-transferable, non-sublicensable and non-exclusive right to use the software and documentation for the agreed service life in accordance with the following regulations.

The term "software" in this context refers to the computer programs listed in the software licence agreement under section 1 and any new versions or developments (releases, updates etc.) of the software made available to the customer for their use. The term "licence material" refers to the software and associated documentation.

- (2) The software will be made available to the customer in object code on data media that are machine-readable by the customer.
- (3) e-pro shall supply application documentation in German with the software. Such documentation shall be made available to the customer in printed form or on machine-readable recording media. The manner in which the documentation is made available is stipulated in the software licence agreement. Further copies of the documentation can be obtained from e-pro at an extra cost.
- (4) All other services, in particular maintenance or general services, shall be carried out exclusively in accordance with separate agreements and in accordance with e-pro's relevant special terms and conditions of business.

§ 2 Scope of use

- (1) e-pro shall retain the rights to the licence material if they are not expressly granted to the customer or the customer is not entitled to them by law.
- (2) Details of the system environment that are required to use the software can be found in the product description.
- (3) Unless agreed otherwise in the software licence agreement, the software may only be used as a single-user version. Simultaneous feeding, storage or use of the software on more than one computer or main memory and the facility for simultaneous use in networks or on other multi-station computer systems is not permitted.
- (4) The term "use" in relation to the software within the context of this contract is the full or partial reproduction (copying) of the software - by loading, displaying, running, transferring or storing - for the purpose of its execution and for processing the data records contained therein, in each case for the customer's own purposes. The term also includes the execution of the stated actions for the purpose of observation,

investigation or testing of the software by the customer.

If the application documentation is made available on machine-readable data media, then the regulations governing the scope of use shall apply to the software accordingly.

- (5) After the software has been installed on the hardware's mass storage device, the original data medium shall be used as a backup copy. The customer shall not be entitled to create more than one other backup copy. If the software is equipped with technical copy protection, the customer, at the request of e-pro, will immediately receive a copy if one is required for the intended use of the software. The customer shall clearly identify backup copies as such through the use of appropriate markings.
- (6) The customer must retain the protection marks and other legal reservations contained in the licence material and transfer them, in unchanged form, to all full or partial copies created by the customer.
- (7) The customer shall only be allowed to retranslate (decompile) the software code to a different form if it is necessary to do so to create interoperability with independently created computer programs and this is carried out in accordance with the regulations pursuant to section 69e of UrhG (German copyright law). A further precondition is that the customer has asked e-pro beforehand for the necessary information and e-pro has not made such information accessible immediately. e-pro can demand repayment of the necessary expenses incurred in providing such information.
- (8) The customer shall not be allowed to amend or adapt the software. If it is necessary to remedy any errors in order to use the software for its intended purpose, such work shall be carried out by e-pro in accordance with the provisions of the maintenance contract, otherwise section 69d paragraph 1 of UrhG (German copyright law) shall apply.
- (8) If e-pro provides the customer with a new release of the software under the terms of a separate agreement, the customer shall have the right to use such release on condition that they have deleted the version(s) of the licence material used to date - and all copies and partial copies thereof - or returned them to e-pro within three months of commencement of productive use of the new release. An archive copy, identified as such, may be retained.
- (10) Granting of the rights to use the licence material shall be conditional upon the customer paying the due remuneration in full.

§ 3 Assignment to third parties

- (1) The customer undertakes not to make the original version of the software or copies thereof accessible to third parties - in full or in part - without the express written consent of e-pro. This shall also apply to the full or partial sale or winding up of the customer's company and, in principle, to affiliated companies as defined by section 15 of the AktG (German Stock Corporation Act).
- (2) The customer must not rent out or make the software available to third parties on a temporary basis.
- (3) Where there is a time limit on the right of use, the customer shall not be entitled to transfer the granted right of use to third parties or grant such third parties rights thereto.
- (4) Where there is no time limit on the customer's right of use, the final transfer of the software to a third party shall only be permissible on condition that e-pro is informed immediately of the party's name and address and that the third party expresses its commitment to the rules governing usage and transfer - before the transfer takes place - as they exist for the customer at the time of the transfer. In addition, the customer must transfer all copies that it has been given, including any backup copies, to the third party - or destroy the copies that have not been transferred - without delay.

The customer must inform e-pro in writing that they have either transferred all of the software that it has been given, including documentation and any backup copies, to the third party, or that they have been deleted. In the event of a culpably false declaration or transfer of the software before the third party has expressed its commitment to the regulations governing usage and transfer, the customer shall be obliged to pay e-pro an appropriate contractual penalty, the level of which shall be determined by e-pro on a case-by-case basis at its reasonable discretion. Such penalty can also be checked by the relevant regional court to ensure that it is appropriate.

e-pro is entitled to commission an auditor to conduct an investigation of the hardware and hardware systems used by the customer, during the customer's normal business hours, to establish whether it has complied with its obligations under paragraph 4. The customer then authorises the auditor to inform e-pro after the check has been completed whether, and if so to what extent, the customer still uses the software. The auditor costs shall be borne by the customer if it is found that they are still using the software in full or in part, despite a transfer to third parties. In all other cases, e-pro shall bear the auditor's costs.

- (5) The customer shall be responsible to e-pro for the third party to which it has permanently transferred the software complying with the accepted

regulations governing usage and transfer until the end of the term of the contract originally agreed between e-pro and the customer.

- (6) Making the software accessible or available to the customer's employees if this is required for the use intended under the terms of the contract is considered an exception to the prohibitions referred to above in paragraphs (1) to (5).

§ 4 Customer co-operation

- (1) The customer shall have sole responsibility for choosing the software and the hardware on which the software is installed. The customer shall ensure that the infrastructure required for use of the software is provided. This shall include, in particular, the right system platform and any other programs that are required.
- (2) The customer shall confirm receipt of the licence material without delay. They will carry out a thorough test of the licence material to ensure that it is free from defects and that it can be used in the specific situation before beginning operational use. This shall also apply to licence material received under the terms of the warranty.
- (3) The customer shall take appropriate precautions - e.g. making data backups, carrying out fault diagnostics and regular checking of results - in case the software or parts thereof do not work properly.
- (4) When remedying faults, the customer must provide e-pro with an appropriate level of support, e.g. by sending data media with the software concerned on request or providing resources and employees who are familiar with the licence material as contacts.

§ 5 Warranty

- (1) The software was developed for use on a specific system platform and for working with other specific software. These conditions of use are reflected in the specification (product sheet). e-pro solutions GmbH guarantees that the software is used as per contract in accordance with the specification (product sheet) valid at the time that the contract was concluded. Such guarantee shall not extend to defects caused by deviations from the conditions of use provided for the software and detailed in the specification. The characteristics of the licence material shall only be deemed to have been agreed if they are expressly agreed in writing.
- (2) The customer must check the licence material without delay upon delivery by e-pro to ensure that it is free from defects and complete, and must inform e-pro immediately of any defects discovered. If the customer fails to examine the material or notify e-pro of any defects in good time, the goods delivered shall be deemed to have been approved unless the defect was not

discernible at the time of the inspection. e-pro must also be informed without delay of any defects discovered subsequently, otherwise the goods shall also be deemed to have been approved. Notification of defects must be made in writing, and must include an accurate description. Section 377 of the HGB (German Commercial Code) shall also apply accordingly.

- (4) e-pro shall be entitled to remedy any defects twice. Such remedy can be in the form of debugging, provision of a function-neutral workaround for the error, or provision of a new version of the software. Until such time as a new version of the software is provided, e-pro can also provide a remedy by showing how to avoid or get around the effects of an error, provided that this is acceptable to the customer. The customer shall support e-pro in accordance with section 4.
- (5) Provided that e-pro meets its obligations to remedy defects, the customer shall not have the right to demand that the remuneration be reduced or that the contract be rescinded - unless the remedy provided has failed.
Upon declaration of withdrawal, a customer shall lose its rights of use to the licence material concerned.
- (6) If the defect is limited to individual parts of the licence material, then rescission of the contract or a reduction in the remuneration shall be restricted to those parts of the licence material which the customer cannot use as per contract as a result of the defect - provided that the remaining parts enable the software to be used in an appropriate way overall.
- (7) The aforementioned rules notwithstanding, e-pro shall have the right at all times - including upon expiry of the warranty and other statutory limitation deadlines - to carry out remedies and maintenance work itself on the licence material, particularly by providing new versions or upgrades. If the customer refuses e-pro access to the licence material for the aforementioned purpose, the customer shall lose the right to all warranty claims existing against e-pro in connection with the licence material, including any subsequent claims.
- (8) e-pro's warranty obligations shall cease if amendments have been made to the software which have not been expressly approved by e-pro,

unless the customer is able to prove that such amendments are not connected to the error that has occurred and no additional expense is incurred when the remedy is implemented. There is therefore no associated authorisation of the customer to amend the software.

- (9) e-pro shall not provide a guarantee for reported errors that can neither be reproduced nor shown by outputs created automatically.
- (10) e-pro's liability for damages shall be based on the regulations included in its general terms and conditions of business.

§ 6 Term, return and deletion of licence material

- (1) e-pro may terminate the customer's right of use for good reason if the customer culpably commits a serious breach of the usage restrictions set out in sections 2 and 3 and, despite a warning issued with an appropriate period of notice, has not remedied such a breach. A further reminder shall not be required if such a breach is repeated. Any other statutory or contractual rights in respect of rescission or termination shall remain unaffected thereby.
- (2) When their right of use ends, the customer is obliged to return the original and all copies and partial copies of the licence material to e-pro or to destroy them at e-pro's request. The customer shall confirm any such destruction of the licence material in writing.
- (3) If the customer replaces terminated software with new versions provided by e-pro it shall be entitled to retain the terminated software for up to three months as a backup reserve. Retention of an archive copy requires a written agreement.

§ 7 Other provisions

The general terms and conditions of business of e-pro solutions GmbH shall also apply.

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