

Software License Stipulations

of

**Maas Holding GmbH
Egartenstr. 7/1
D-70794 Filderstadt
(named as MAAS below)**

§ 1 Subject matter of the contract

1. MAAS grants the licensee a non-transferable, non-exclusive right to the use of the software designated in the license certificate, subject to the following conditions.

If, on conclusion of this agreement, the Principal acquires from MAAS further software products which exceed the quota listed in the license/service certifications, MAAS includes these in the respective license/service certifications and sends this to the Principal with reference to the change. The new license/service certifications replace the previous license/service certifications in each case. The new licensed software becomes the subject of preventive maintenance and support. The Principal can reject an inclusion of the new licensed software in the software support care, in writing, within four weeks following receipt of the new license/support care certifications.

2. The permitted use includes the storage of the licensed software, the execution of the programs, as well as the processing of the data inventories. Further user rights of the licensee do not exist. The generation of backup copies, the testing and examining of the programs, as well as any decompilation, are permissible only in as far as this is absolutely necessary, based on legal specifications (in particular §§ 69 g Sect. 2, 69 d Sect. 2 & 3, 69 e UrhG). The copying of the data storage media as such - also for different locations - is permissible; meanwhile the use of the copied data storage media is permissible only within the framework of the license certificate, therefore only in the case where the licensee has acquired a license in this respect. In case of the manufacture of such copies, the licensee is obliged to inform of the number, creation date, safekeeping

location / area of application and the storage medium employed in each case, on request, in writing. All rights to these copies remain with MAAS.

3. The licensee is obliged not to change any protection notes included in the licensed software, such as e.g. copyright notices and other reservations of rights, and is obliged to transfer these over completely into the copies of the licensed software created.
4. Should the software made accessible by the licensee/licensor be in-part so-called free or open-source software, the software, insofar as it involves standalone free or open-source software, will be made available to the licensee/user free of charge.

Any guarantee and liability for freely provided or open-source software is excluded.
5. The licensee is not entitled to transfer the rights designated here to third parties, or to concede these corresponding rights of use subject to payment or free of charge.

§ 2 Software specification and scope of performance

The type and scope of the mutual performances are regulated by the following conditions in the stated order of priority:

- the license certificate
- the conditions of this contract
- general standard terms and conditions for hardware and software and software licenses of MAAS.

§ 3 Effective life of the license agreement

The granting of the rights of use designated under § 1 is implemented for an indefinite time. The license automatically loses its effectiveness without needing notice to quit if the licensee violates any stipulation of this contract. In case of termination, the licensee is obliged to destroy the software, as well as all copies of the software, within 5 days.

§ 4 Obligation to take care

The licensee shall safeguard the supplied data storage media secure location which is protected against inadmissible access by third parties, as well as instruct

their employees emphatically to compliance with the existing contract conditions, as well as make reference to the copyright.

§ 5 New versions

1. MAAS informs the licensees about the availability of fixes, service packs (individual or collective error corrections, new features) and new versions (releases) of the licensed software. The licensee has the option of ordering the fixes, service packs and new versions.
2. If the licensee receives corrections or new versions of the licensed software, then he has to delete the preceding version of the licensed software completely from his IT system, within two months following receipt of the corresponding materials, and either destroy all generated copies or return them to MAAS.
3. MAAS reserves the right to carry out error troubleshooting by means of the delivery of updated software versions or current software versions. MAAS reserves the right to give notice to quit maintenance and service for obsolete software versions with a period of notice of three months to the end of the month.
4. The version currently marketed in each case, with the current revision level, is considered as updated software. Provided that the licensee desires an error correction on the older software version, he is obliged to the implementation of the update.

§ 6 License compensation

The license compensation is included in the costs to the software and/or the ongoing capital expenditure for the purchase, and is itemized in the license certificate according to the individual components.

§ 7 Delivery and uploading

1. MAAS supplies the software in a status ready for uploading. MAAS uploads the individual software modules, insofar as this is arranged within the framework of the license certificate, onto the IT-system or device as contractually agreed and informs of the end of the upload.

The delivery of manuals and documentation, over

and above the written material / program description delivered with the software and the user prompting implemented in the software and/or on-line help, or an instruction, is owed only in the case where this has been arranged explicitly in writing between the parties.

In the case of such an explicit agreement, the requirements regarding content, language and scope of a manual to be explicitly supplied and/or documentation are not affected, and the delivery of a brief instruction is sufficient, unless the parties have arranged further specifications in writing.

The delivery of operating instructions in the English language is admissible if the subject matter of the contract is not yet completely localized for the respective market. The same applies when the subject matter of the contract is generally available in an English-speaking version only.

2. The licensee is obliged to establish the stipulated application prerequisites, such as e.g. minimum requirements on systems, appliances and programs, required memory capacity and CPU times by the beginning of the upload work, and during the upload and operation.

§ 8 Support and personnel training

1. MAAS supports the licensee in the use of the software with the instruction of the employees of the licensee in the use of the software and hardware, as well as with the removal of those defects which are covered by the guarantee. These performances are to be compensated separately.
2. On request by the licensee, MAAS will repeat or intensify the instruction. The additional instruction time is to be compensated separately.

§ 9 Conditions and terms of payment

1. The compensation for the individual prices results from the respective license certificates. All payments are due within 10 days following receipt of bill. All prices are understood plus the VAT-tax valid in each case.
2. Any offset or retention is permissible only with claims of the licensee which are not in dispute or which have been determined as legally-binding.

§ 10 Duties to provide information

The licensee is obliged, independently of the value of the software provided, to notify MAAS, in writing, of the removal of a copy protection or a similar protection routine from the program code. The licensee must describe as exactly as possible the disturbance in the program use necessary for such a program modification to be allowed. The transfer obligation includes a detailed representation of the malfunction symptoms which have occurred, the reason for malfunction, as well as in particular a detailed description of the program modification carried out.

§ 11 Reservation of ownership / copyright

1. Property rights and copyrights to all worksheets, data storage media and programs, which were provided or developed by MAAS for the implementation of this contract, remain with MAAS.
2. In case of indebted payment arrearages of the licensee, as well as in case of any significant violation of care and duty obligations, the assertion of the reservation of ownership shall not be considered as retirement from the contract by MAAS, unless MAAS informs the user of this explicitly.

§ 12 Liability

MAAS is not liable for claims or complaints which arise from the following:

- any change to the software not carried out by MAAS
- the utilization of the software in combination with another product, which has not been provided by MAAS for combination with the software or
- the use of the software in a manner for which it was not planned.
- faults of the telephone lines to their server in case of power failures, and in case of failures of servers which are not within their sphere of influence.

§ 13 Place of performance/place of jurisdiction

Bielefeld is place of performance and place of jurisdiction. The entire contractual relationship is subject to the laws of the Federal Republic of Germany exclusively.

§ 14 Clause concerning written form

1. Changes and extensions to this contract must be designated as such, and require the written form and signature through both contracting parties. Any deviations from these stipulations may also be in writing only. The same applies for any possible secondary agreements.
2. No verbal agreements have been concluded.

§ 15 Severability clause

1. If any stipulations of this contract should be, or should become, ineffective, completely or in part, then the validity of the remaining stipulations of this contract is not affected by this. A replacement regulation is made effective in place of the ineffective stipulation which comes closest to the objective targeted by the ineffective stipulation.
2. The same applies if, in case of implementation of the contract, any gap becomes apparent requiring a regulation / extension.