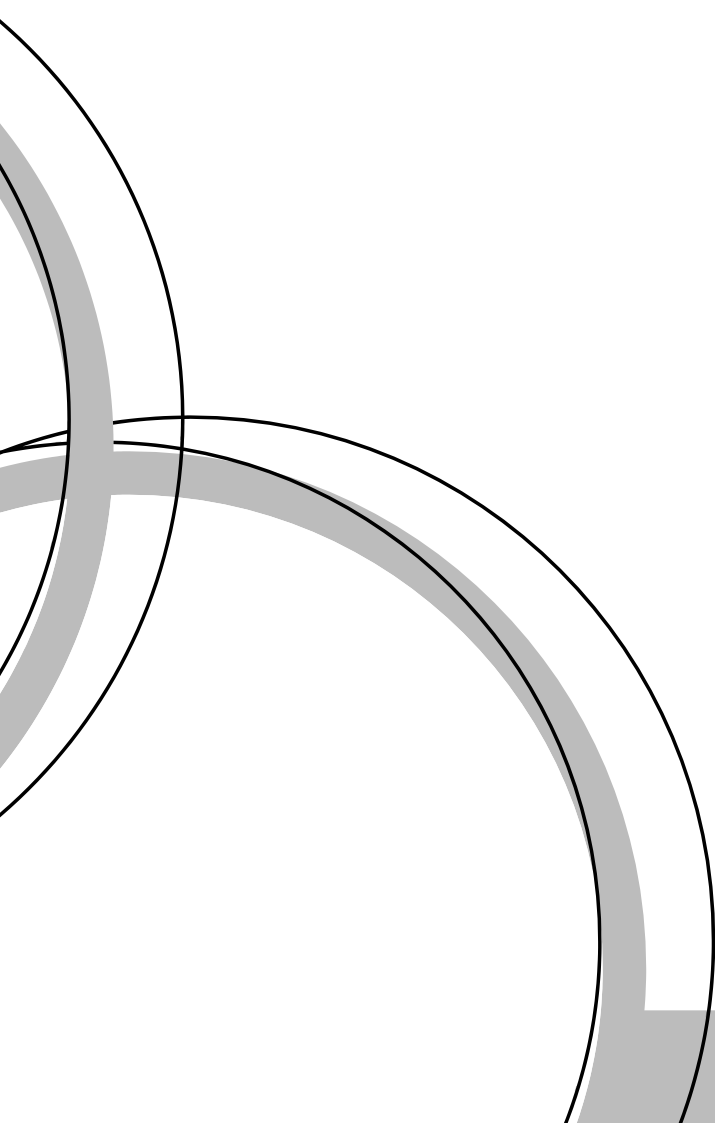


**ORDAT**  
**Conditions of Contract for**  
**Delivery of Software (Purchase)**





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## Conditions of Contract

### § 1 Subject of the Agreement

- (1) The quality and the scope of performance of the software and the operational environment for which it was released can be derived from the program description and additionally from the operating instructions provided that nothing to the contrary is agreed upon.
- (2) The software shall be delivered in executable form (as object programs) including the operating instructions (user documentation or online help) and the installation instructions. The operating instructions and the installation instructions may also be electronically provided to the client.  

§ 69 d German Copyright Act shall apply provided that interfaces to software that is not to be delivered by the provider exist in the provider's software. Before decompiling, the client shall first request the required information from the provider.
- (3) The software shall be installed and brought into operation by the client providing that nothing to the contrary is agreed upon. All other services of the provider that shall be performed at the client's desire (including but not limited to preparation for use, installation, demonstration of successful installation, instructing, training, and consultation) shall be remunerated at cost.

### § 2 Rights of use to the software and protection from unauthorized use

- (1) Upon full payment of the agreed-upon remuneration, the provider shall grant the client the right to utilize the agreed-upon software in the scope set forth in the Agreement. If the scope is not agreed upon in the Agreement, it is a simple non-exclusive right of permanent use. This authorizes the client to only use the software on one computer with one single user at a time. The right of use only includes use for the client's internal purposes.  

Use extended beyond this shall always be agreed upon contractually before use is begun. Remuneration is determined by the scope of the right of use.
- (2) It is only permissible for rights of use to be transferred to third parties if the client's rights are completely given up. The client is obligated to impose on the third party the obligations and limitations of use that apply to the client. This shall especially apply to the obligations according to § 3 Subs. 5. At the provider's request, the client shall confirm in writing that it has given up its own use of the software.
- (3) The client may only copy software provided that it is required for use in accordance with the Agreement. Copyright notices in the software may not be changed or deleted.
- (4) The provider shall be entitled to take appropriate technical actions to protect against use that is not in accordance with the Agreement. This may not significantly affect use of the software on an alternative or subsequent configuration.
- (5) Title to delivered reproductions remains reserved until the remuneration that is owed has been completely paid. Provided that rights of use are granted before that time on an individual basis, they shall always only be temporary and can be revoked by the provider at any time.
- (6) The provider may terminate the client's rights of use if the client substantially violates the limitations of use or other regulations that are for protecting against unauthorized use (see also §§ 3 Subs. 4 and 3 Subs. 5). The provider shall first set a grace period for the client for remedial action. The provider may terminate the rights without setting a grace period in the event of recurrence and for special circumstances that justify immediate termination taking the interests of both parties into consideration. The client shall give written confirmation to the provider of the discontinuance of use after the termination. The provider shall grant the client the rights of use again after the client has stated and given assurance in writing that no violations whatsoever of

the rights to use exist any longer by the client's use and that previous violations and their affects have been remedied.

### § 3 The client's obligations

- (1) The customer has to pay the purchase price of the software licenses after installation within 14 days net.  
The software maintenance fee is valid from the month of the software installation, is charged monthly in advance and is due without deductions within 14 days.
- (2) The client shall take care to ensure qualified personnel are provided at the latest at the time of the delivery to aid the provider and for using the software.
- (3) The client shall give the provider immediate notice of changes to the use environment. § 1 Subs. 1 shall remain unaffected.
- (4) The client shall aid the provider with remedying defects if required and shall especially send a data storage device with the software in question at the provider's wish and shall provide work equipment.
- (5) The client acknowledges that the software, the operating instructions, and other documents—even in future versions—are protected by copyright law. Source programs are especially the provider's trade secrets. The client shall ensure on a perpetual basis that source programs do not become accessible to third parties without the consent of the provider.  
Transferring source programs requires the provider's consent that may not be withheld in bad faith. The provider shall deliver source programs only based on a explicit agreement.
- (6) The client may not undertake anything that could facilitate unauthorized use. The client especially may not try to decompile the programs unless the client is authorized to do so according to § 1 Subs. 2. The client shall give immediate notice to the provider if the client has knowledge that unauthorized access is threatened, or has been made in the client's area of influence.

### § 4 The client's claims of defects

- (7) The provider shall warrant that the software is in accordance with the agreements according to § 1 Subs. 1 for use in accordance with the Agreement.  
The limitation period for claims due to defects begins with the delivery, or with the end of the installation if the installation is performed by the provider. An extension of the scope of utilization (§ 2 Subs. 1 has no influence on the progress of the limitation period.  
§ 5 of the ORDAT General Conditions of Contract shall apply additionally (hereinafter ORDAT GCC) to defects of title.  
§ 4 of the ORDAT GCC shall apply additionally to material defects in accordance with following regulations in §§ 4 Subs. 2 to 4 Subs. 4.
- (8) The client shall only have claims of defects if reported defects are able to be reproduced, or can be proven in another way by the client. § 2 Subs. 3 of the ORDAT GCC shall especially apply to giving notice of defects.
- (9) If the client is entitled to claims of defects, the client shall at first only have the right to subsequent performance within an appropriate deadline. The subsequent performance shall at the provider's choice include either remediation, or the delivery of replacement software. The client's interests shall be appropriately considered when the provider chooses the type of subsequent performance.



» Conditions of Contract

(10) If the subsequent performance fails, or if it cannot be performed for other reasons, the client may reduce the remuneration in accordance with the statutory requirements, rescind the Agreement, and/or demand compensation of damages or expenditure in accordance with § 6 of the ORDAT GCC.

If the subsequent performance is delayed, § 3 Subs. 4 of the ORDAT GCC shall apply to the provider's compensation of damages or expenditure.

The client shall exercise its option to which it is entitled in regards to these claims of defects within an appropriate deadline. This is normally within 14 calendar days from the client's opportunity to announce the option chosen.

## **§ 5 Applicability of the ORDAT GCC**

In addition the ORDAT General Conditions of Contract shall apply (ORDAT GCC).

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