

1 Object of the Contract

1.1 The character and capabilities of the software and the approved operational environment are derived from the relevant program description as well as from the user manual unless otherwise agreed.

1.2 The software is supplied in executable form (as object programs) including operating instructions (user documentation or online help) and installation instructions. The operating instructions and installation instructions may also be provided to the Customer electronically.

To the extent that interfaces exist in the Provider's software for software which is not to be supplied by him, § 69 d of the German Copyright Law applies. Before decompiling, the Customer shall first request the necessary information from the Provider.

1.3 The software shall be installed and put into operation by the Customer. The Provider may carry out installation instead of the Customer. All support services by the Provider at the request of the Customer (especially application engineering, installation and proof of successful installation, briefing, training and consulting) shall be remunerated on the basis of the work involved unless otherwise agreed.

2 Provision of Services and Price

2.1 Any agreement of delivery on a specific date is subject to the proviso that the Provider is himself supplied by his respective suppliers in good time and in accordance with contract.

2.2 Prices apply for one month from the calendar date of the offer. The Provider may thereafter – until one week before delivery at the latest – pass on to the Customer increases in the list prices of his suppliers. If the price increase exceeds 5%, the Customer may withdraw from the contract up to the time of delivery but at the latest one month after notification of the price increase.

3 Utilization Rights to Software and Protection against Unauthorized Use

3.1 Upon full payment of the remuneration owed, the Provider grants the Customer the right to use the agreed software to the extent and scope stipulated in the contract. If the extent and scope are not agreed in the contract, then this is a simple non-exclusive permanent right of use. This entitles the Customer to utilization of the software on a single computer by only a single user at any time. The utilization right covers use for the Customer's internal purposes only.

An extended use must in all cases be contractually agreed before its commencement. Remuneration is based upon the scope of the utilization right.

3.2 The utilization right for individual software may be transferred by the Customer to another user if he then abstains from using the software himself.

3.3 The Customer may copy software only to the extent required for use in accordance with the contract. Copyright notices in the software may not be changed or deleted.

3.4 The Provider is entitled to take appropriate technical measures for protection against non-contractual use. Use of the software on an alternate or subsequent configuration may not be substantially influenced as a result of this.

3.5 Until complete payment of the remuneration owed is made, title is retained to all copies of the software issued. If utilization rights have been granted individually beforehand, then these are granted provisionally and are freely revocable by the Provider.

3.6 The Provider is entitled to revoke the Customer's utilization right if the Customer substantially infringes utilization restrictions or other regulations for protection against unauthorized use (see also 3.4 and 3.5). The Provider shall allow the Customer a period of grace for remedial action beforehand. In case of recurrences or special circumstances which, after weighing the interests of both sides, justify immediate revocation, the Provider may declare revocation without a period of grace. After revocation, cessation of use must be confirmed by the Customer to the Provider in writing.

4 Customer Obligations

4.1 The Customer must ensure that, by the time of delivery at the latest, qualified personnel are available to support the Provider and to use the software.

4.2 The Customer shall inform the Provider promptly about changes to the application environment. Item 1.1 remains unaffected.

4.3 The Customer shall support the Provider insofar as necessary in the rectification of defects; in particular in delivering a data storage medium containing the relevant software to the Provider upon his request and in making working materials available.

4.4 The Customer acknowledges that the software, operating instructions and other documents (including future versions), are protected by copyright. Source programs, in particular, are trade secrets of the Provider. The Customer shall take precautions unlimited by time to ensure that third parties do not have access to source programs without the Provider's consent. Transfer of source programs requires the Provider's consent, which may not be denied when acting in good faith. Source programs shall be delivered by the Provider only on the basis of explicit agreement.

4.5 The Customer may not take any action which could aid and abet unauthorized use. In particular, he may not attempt to decompile programs unless entitled to do so in accordance with 1.2 paragraph 2. The Customer shall promptly inform the Provider if it comes to his attention that unauthorized access is threatened or has taken place in his domain.

5 Warranty / Claims for Defects

5.1 The Provider warrants that the software, when used according to contract, complies with the agreements in 1.1.

The limitation period for claims relating to defects begins upon delivery or, if the Provider carries out installation, upon completion of the installation. An extension of the scope of use (3.1 paragraph 2) has no effect on the period of limitation.

For defects of title, Section 5 of CONET's General Terms and Conditions (AV) also applies.

For material defects and/or defects of quality, Section 4 of CONET's General Terms and Conditions (AV) also applies in accordance with the following regulations 5.2 - 5.4.

5.2 The Customer can make claims for defects only if reported defects can be reproduced or otherwise proven by the Customer. With regard to the notification of defects, item 2.3 of CONET's General Terms and Conditions (AV) applies in particular.

5.3 If the Customer has justifiable claims for defects, he is at first entitled only to subsequent performance within a reasonable period of time. According to the Provider's

choice subsequent performance shall consist either of rectification of defects or delivery of replacement software. In making his choice, the Provider shall take the Customer's interests sufficiently into consideration.

5.4 If subsequent performance is unsuccessful or cannot be carried out for other reasons, the Customer may in accordance with the provisions of the law reduce the remuneration, withdraw from the contract and/or – within the parameters of Section 6 of CONET's General Terms and Conditions (AV) – demand compensation for damages or reimbursement of expenses.

If subsequent performance is delayed, compensation for damages or reimbursement of expenses by the Provider is governed by Item 3.4 of CONET's General Terms and Conditions (AV). For compensation for damages or reimbursement of expenses, Section 6 of CONET's General Terms and Conditions (AV) applies in particular.

Any right of choice the Customer has with regard to these claims for defects shall be exercised by him within a reasonable period of time; as a general rule within 14 calendar days.

6 Applicability of CONET's General Terms and Conditions (AV)

CONET's General Terms and Conditions (AV) apply on a supplementary basis.