1. Scope; other contractual terms

1.1 These contractual terms for the transfer of software (purchase) - hereinafter referred to as "**CTS**" - apply for all legal transactions between the respective contracting company in the conet Group - hereinafter referred to as "**conet**" - and this company's contracting partner - hereinafter referred to as "**Customer**" -, on the basis of which conet sells to the customer computer systems, IT infrastructure and/or other hardware components, hereinafter summarised as "**software**"-.

1.2 In addition to this, the general contractual terms (GCT) of conet also apply.

2. Quality of the software, scope of delivery

2.1 The quality of the software and the operational environment approved for the software result from the respective program description and also from the operating instructions unless otherwise agreed.

2.2 The software is delivered in an executable form (i.e. in the object code) including instructions for use (user documentation or online help) and the installation instructions. conet can provide the customer with the instructions for use and the installation instructions on request.

Section 69d of the Copyright Act applies to the extent that in the software there are interfaces with software programs which are not to be provided by conet. The customer shall request the necessary information from conet first before carrying out any permissible decompilation.

2.3 The customer does not have a claim to the source program (source code), unless expressly agreed otherwise.

2.4 The software is installed and put into operation by the customer. If the customer requests this, conet shall make an offer to carry out the installation.

All support services provided by conet that are requested by the customer (in particular preparation for use, installation and demonstration of successful installation, introduction, training and consultancy) are remunerated by time spent unless expressly agreed otherwise. The contractual terms for services (TS) take priority for the provision of services of this type.

3. Prices, changes in price

The prices that are set out in the offer apply for one month from the calendar date of the offer. After this conet can pass on any increase in the list price by the previous supplier to the customer no later than one week before delivery of the software.

In the event of an increase in price of this type, the customer can withdraw from the purchase contract to the to delivery of the software but no later than within one month of communication of the increase in price if the increase in price communicated exceeds 5% of the purchase price.

4. Usage rights to the software; protection against unauthorised use

4.1 conet grants the customer the right to use the software in the scope set out in the contract on receipt of full payment of the fee due. If the scope is not agreed in the contract, the customer receives a simple, non-exclusive and time-limited right to the proper use of the software.

Unless expressly agreed otherwise, the usage right granted only entitles the customer to have one user using the software on one computer at any one time. The usage right only covers use for the customer's internal purposes.

Further use is always to be agreed contractually before it starts. The fee is based on the scope of the usage right.

4.2 The customer may transfer the usage right granted for the use of the software to another user if he waives his own right to use the software.

4.3 The customer may only copy the software where this is necessary for its contractual use. Copyright notices in the software may not be changed or deleted.

4.4 conet is entitled to take appropriate technical measures to protect non-contractual use of the software. The use of the software in a different or subsequent configuration should not be significantly affected by this.

4.5 The ownership of copies which have been past on remains reserved until full payment of the fee due has been received. Where individual usage rights are granted before this, these are always only temporary and are granted by conet in a fully revocable manner.

4.6 conet can revoke the customer's usage right at any time if he infringes agreed limitations on use or other regulations to protect against unauthorised use of the software in a manner which is not insignificant. conet must set the customer an appropriate period in which to remedy this beforehand. If this occurs repeatedly or under certain circumstances which justify immediate revocation taking into account the interests of both sides, conet can revoke the usage rights without setting a deadline. The customer must confirm the cessation of use to conet immediately in writing on receipt of the revocation declaration.

5. Obligations and responsibilities of the customer

5.1 The customer shall ensure that no later than at the point of delivery of the software competent staff are available to support conet and the use of the software.

5.2 The customer shall inform conet immediately of changes to the conditions of use of the software. Clause 2.1 remains unaffected by this.

5.3 The customer must support conet, to the extent necessary for conet and reasonable for the customer, with the remedying of defects in the software, in particular at conet's request the customer must send a data carriers with the relevant software and provide any analysis material that is available.

5.4 The customer hereby recognises that the software and the instructions for use and other documents related to it are protected by copyright law, including future versions of these.

In particular, the source programs are commercial secrets of conet. The customer shall take appropriate care, with no time limit on this, to ensure that the source programs do not become accessible to third parties without the consent of conet. The transfer of source programs is only permitted with the prior, express, written consent of conet, which conet will not refuse in violation of the principles of good faith.

5.5 The customer may not do anything which may abet the unauthorised use of the software. In particular, he is not entitled to decompile the software, except where this is expressly permitted in accordance with Clause 2.2 paragraph 2 and/or mandatory legal regulations. The customer shall inform conet immediately if he becomes aware that there is a risk of or has been unauthorised access to the software in the area for which he is responsible.

6. Claims on the part of the customer in the event of any defects in the software

6.1 conet shall ensure that when the software is used properly it will have the agreed quality (see Clause 2.1).

6.2 The limitation period for claims for defects in the software starts on delivery. An expansion of the scope of use (Clause 4.1 paragraph 3) has no impact on the term of limitation.

6.3 For legal defects Clause 8 of the GCT also applies.

6.4 For liability for material defects Clause 7 of the GCT also applies in accordance with Regulations 6.5 to 6.7 below.

6.5 The customer is entitled to claim for defects only to the extent that the defects reported can be reproduced or evidenced by the customer in another way. Clause 4.3 of the GCT applies in particular when communicating defects.

6.6 If the customer is entitled to claim for defects, he first has a right to supplementary performance within an appropriate period of time. conet shall choose whether to provide supple-

mentary performance by remedying the defect or by delivering new hardware. The customer's interests will be taken into account in this decision to an appropriate extent.

6.7   If the supplementary performance fails or cannot be carried out for other reasons, the customer can decrease the remuneration, withdraw from the contract and/or request compensation or reimbursement of expenses within the scope of Clause 9 of the GCT where the legal conditions exist for this.

The customer must exercise any right to choose that he has with regard to these claims for defects within an appropriate period of time, generally within 14 calendar days.

6.8   If there is any delay in supplementary performance by conet, Clause 6.4 of the GCT applies to compensation and the reimbursement of expenses.