

GENERAL LICENSE CONDITIONS

These General License Conditions, together with the order (which means the individual contractual agreement of the contracting parties), are a contract between the contracting party resulting from the offer ("Licensee") and b-plus technologies GmbH, Ulrichsberger Straße 17, 94469 Deggendorf ("Licensor") for the Software referred to below, the associated documentation and any expressly commissioned support and maintenance services, as well as other services and works (hereinafter collectively referred to as the "License Agreement").

1 Subject matter of the License Agreement

- 1.1 The subject of this License Agreement is the provision of AVETO.dps in the respective offer specified software (hereinafter referred to as "Software") for an unlimited period of time and for a fee, in the composition of the Licensee packages specified in the order in accordance with section 3 and in the version available at the time the contract is concluded, including the associated documentation, for use on the system environment specified in the offer.
- 1.2 The Licensor is not responsible for instruction, training and installation of the Software.
- 1.3 Adaptation services resp. customizing shall only be owed if these are ordered separately by the Licensee.
- 1.4 Unless expressly agreed, the installation, setup, repair and maintenance of the hardware is not owed. The Licensor is not obliged to provide "hosting services" with regard to the Software.
- 1.5 This License agreement applies exclusively to the Software. General terms and conditions of the Licensee shall only apply insofar as the Licensor has expressly agreed to them, at least in writing.

2 Rights of use / scope of Licensee

- 2.1 Upon payment of the respective fee, the Licensor grants the Licensee a simple (non-exclusive), timely unlimited, and non-sublicensable right of use in order to:
 - 2.1.1 use the Software in accordance with the scope and system environment agreed in the offer for the business purposes of the Licensee as agreed and as intended;
- 2.2 Resale and sublicensing
 - 2.2.1 The Licensee may sell or give away the Software, including the user manual and other accompanying material, to third parties on a permanent basis, provided that the acquiring third party agrees to the continued application of these contractual conditions to him. In the event of a transfer, the Licensee must hand over all copies of the Software to the new user, including any existing backup copies, or destroy the copies not handed over. As a result of the transfer, the old user's right to use the Software expires.
 - 2.2.2 The Licensee may transfer the Software, including the user manual and other accompanying material, to third parties for a limited period of time, provided that this is not done by way of rental for commercial purposes (e. g. application service providing, Software as a service, etc.) or leasing and the third party agrees to the continued validity of these contractual terms and conditions and the transferring user transfers all copies of the program, including any existing backup copies, or destroys the copies not transferred. For the duration of the transfer of the Software to the third party, the transferring user shall have no right to use the Software himself. Renting for commercial purposes (e. g. application service providing, Software as a service, etc.) or leasing is not permitted.
 - 2.2.3 The Licensee may not make the Software available to third parties if there is reasonable suspicion that the third party will violate the terms of the contract, in particular by making unauthorized copies. This shall also apply with regard to employees of the Licensee.
- 2.3 If the Licensor customizes the Software for the Licensee, the Licensor shall only grant rights to the work results to the extent to which the Licensee is entitled to the Software itself at the time the contract is concluded. The same applies to further developments, services and other performances.

3 License packages

- 3.1 The Licensee packages are set out in the respective offer.

4 Reproduction rights

- 4.1 The Licensee may reproduce the delivered Software insofar as the respective reproduction is absolutely necessary for the use of the Software. Necessary reproductions include, in particular, the installation of the Software on the mass storage device of the hardware used and the loading of the Software into the main memory.

- 4.2 In addition, the Licensee may make a copy for backup purposes. However, only a single backup copy may be made and stored. This backup copy must be labelled as such of the Software provided.
- 4.3 If, for reasons of data security or to ensure rapid reactivation of the computer system after a total failure, it is essential to back up the entire data stock including the Software used on a regular basis, the Licensee may make the absolutely necessary number of backup copies. The data carriers concerned must be labelled accordingly. The backup copies may only be used for purely archival purposes. If the Licensee outsources the data backup to an external service provider, in particular to a cloud service provider, it must ensure that its backup copies are not exposed to uncontrolled access by third parties.
- 4.4 The Licensee may not make any further copies.

5 Delivery / service provision

- 5.1 The Software provided by the Licensor complies with the general rules of technology and conforms to the product information, performance descriptions and specifications provided by the Licensor, including the information in the user manuals. The Licensor does not warrant that the Software is suitable for purposes under this agreement that go beyond the fulfilment of its contractual obligations.
- 5.2 The documentation associated with the Software is primarily provided in digital form (in particular operating instructions). The information contained therein is to be understood as a performance description and not as a guarantee. A guarantee is only granted if it is expressly designated as such.
- 5.3 The Licensor provides the Software in binary form.

6 Remuneration

- 6.1 The Licensee shall pay a fee for the provision of the Software in accordance with the terms set out in the offer.
- 6.2 The remuneration for support and maintenance services, services or customization services is based on the respective agreement made in the offer.
- 6.3 All fees are subject to statutory value added tax.

7 Ownership and property rights to the Software

- 7.1 The Licensor resp. its suppliers shall remain the owner of all rights to the Software provided to the Licensee, including the respective associated material, unless the Licensee has been expressly granted rights.
- 7.2 The Licensee may not change existing markings, copyright notices and ownership details on the Software in any form.

8 Software protection

- 8.1 The Licensee is obliged to take suitable precautions to prevent unauthorized access to the Software by third parties. Any original data carriers supplied and the backup copies must be stored in a location secured against unauthorized access by third parties.
- 8.2 The Licensee is not entitled to remove or circumvent the existing protection mechanisms of the program against unauthorized use, unless this is necessary to achieve trouble-free use of the program.

9 Third-party software components

- 9.1 Open-Source Software ("OSS"): OSS are computer programs and associated material (e.g. documentation, License terms, source code) (1) which are made available to third parties without separate remuneration on the basis of conditions set by the author, a copyright community or their legal successors, (2) which may be processed by any user under restrictive conditions and (3) which are regularly made available to third parties in the source code
- 9.2 If the Software contains OSS, the Licensor shall grant the Licensee only those rights of use that can be transferred to the Licensee in accordance with the Licensee conditions applicable to the respective OSS, in deviation from the other provisions on the rights of use to the OSS. At the request of the Licensee, the Licensor shall inform the Licensee which components of the Software are OSS and which License conditions apply to them.
- 9.3 Section 9.2 applies accordingly to third-party software for which the Licensor only has a derived right of use and which is not Open-Source Software.

10 Decompilation and program changes

- 10.1 Modification of the Software by the Licensee is not permitted unless it serves to rectify a defect and the Licensor is in default with the rectification of this defect. In the latter case, the Licensee may only commission a commercially operating third party to rectify the defect who is not in a potential competitive relationship with the Licensor if there is a risk that the rectification of the defect will result in the disclosure of important program functions and working methods.
- 10.2 The retranslation of the program code provided into other code forms (Decompilation) and other types of reverse engineering of the various production stages of the Software are only permitted if they are carried out in order to obtain the information required to establish the interoperability of an independently created computer program and this information cannot be obtained in any other way. The Licensee must first request the required information from the Licensor against payment of an expense allowance.

11 Confidentiality

- 11.1 During the performance of this Agreement, the parties may disclose or make available to each other confidential marketing, technical or business information ("Confidential Information"). Confidential Information provided in tangible form shall be clearly labelled as confidential. Confidential Information provided orally shall be deemed confidential if the disclosing party identifies it as confidential at the time of oral disclosure and summarizes such Confidential Information in a letter to the receiving party within thirty (30) days of its initial disclosure. Regardless of any labelling or marking as confidential, the parties agree that the Software and Documentation are Confidential Information under this Agreement.
- 11.2 The Receiving Party shall: (i) treat Confidential Information in confidence with the same degree of care that it normally uses to protect its own confidential information, but no less than ordinary care; (ii) subject to and in accordance with the provisions granted herein, limit the disclosure and use of Confidential Information to employees and, if applicable, End Users on a need-to-know basis and not disclose it to third parties; (iii) inform such employees and End Users of their obligations with respect to the Confidential Information; (iv) not to copy, duplicate, reverse engineer or decompile any Confidential Information except as authorized herein; (v) to use the Confidential Information only in furtherance of performance under this License Agreement or as authorized in this License Agreement; and (vi) upon expiration or termination of this License Agreement, to return all Confidential Information to the disclosing party or, at the disclosing party's request, to destroy such Confidential Information. Confidential Information shall not include information that: (i) was previously known to the receiving party free of any obligation of confidentiality; (ii) was independently developed by the receiving party; (iii) is or becomes publicly available other than through unauthorized disclosure; (iv) is disclosed by the disclosing party to a third party without restriction; or (v) is received from a third party without breach of any obligation of confidentiality. If a party is faced with legal action or a regulatory requirement to disclose or provide Confidential Information received under this Agreement, it shall promptly notify the disclosing party and, if requested by such party, co-operate to contest such action or request at the disclosing party's expense.
- 11.3 In no event shall either party be liable for the accuracy or completeness of the Confidential Information. Each party agrees that for a period of five (5) years from the date of disclosure, it will not disclose to any third party any Confidential Information received from the disclosing party and will use such Confidential Information solely for the purpose stated herein.
- 11.4 Any confidentiality agreement concluded between the parties, which at least fulfils the obligations, shall take precedence over this clause 16.

12 Export

- 12.1 The Software may be subject to export restrictions that must be observed by the Licensee. In particular, the Licensee is not authorized to export the Software to countries that are named on an embargo list under German or European law, or under any other applicable national law.
- 12.2 The Licensee shall bear all duties and taxes levied by any national, federal, state or local authority in connection with License of the Software (in particular in the event of export of the Software or its use in whole or in part outside the country of original purchase), with the exception of all taxes on the Licensor's sales, income or profits.

13 Warranty

- 13.1 The Licensee is expressly advised that a warranty and liability (Section 15) shall only apply within the scope of the intended use of the Software, i.e. in particular that the Software shall only be used in the agreed hardware or system environment.

13.2 Defects in the delivered Software (material defects and defects of title), including the manuals and other documents, shall be remedied by the Licensor within the warranty period of 12 months from the date of delivery following notification by the Licensee.

13.3 In the event of a defect, the Licensee shall notify the Licensor immediately, stating the detailed circumstances of the occurrence of the defect, its effects and possible causes. The Licensee shall support the Licensor to the best of its ability in the search for the cause of the defect and shall ensure that all cooperation services of the Licensee or its vicarious agents required for the rectification of the defect are provided to the Licensor in good time and free of charge.

The Licensee's obligations to cooperate include, in particular, the provision of information by suitable employees of the Licensee with regard to:

- the message in which module the error occurred;
- identification of the affected Software instance;
- the work steps in the course of which the error occurred or which caused the error;
- the description of the error by means of screenshots, logs or similar information;
- Date and time of error detection;
- Information on reproducibility (yes/no).

13.4 Defects in the Software provided, including the manuals and other documents, shall be rectified by the Licensor within a reasonable period of time following notification of the defect by the Licensee.

13.5 At the Licensor's discretion, the defect shall be remedied either

- through troubleshooting,
- by importing a new program version,
- by the Licensor demonstrating ways of avoiding the effects of the defect,
- by providing a workaround that does not unreasonably hinder the runtime and response time behavior of the Software.

13.6 Remote access

13.6.1 The Licensor may carry out remote diagnostics in order to analyze errors or to make it easier to do so. In this case, the Licensor accesses the Licensee's environment using remote maintenance Software exclusively for diagnostic and analysis purposes. Remote access to the Licensee's environment takes place during business hours and for a period agreed between the Licensor and the Licensee.

13.6.2 Insofar as access to the Licensee's systems is required, troubleshooting shall be carried out by means of remote maintenance via remote access where possible, whereby the Licensor can access the Licensee's computer via desktop sharing or similar. The Licensee is responsible for closing all confidential documents in advance.

13.6.3 The Licensee must ensure that the system on which it uses the Software can be accessed remotely during troubleshooting. For this purpose, the Licensee must provide a suitable Internet connection and allow remote access.

13.6.4 If remote access via remote support is used, there is a possibility that an employee of the Licensor may take note of personal data from the Licensee's sphere. The parties must conclude a contract for order processing in accordance with the relevant data protection laws before using remote access. The Licensor shall obligate its employees in accordance with the provisions of the relevant data protection laws.

13.7 If the Licensor is repeatedly unable to remedy a defect within a reasonable period of time, the Licensee may reduce (reduce) the remuneration or withdraw from the agreement after the unsuccessful expiry of a further grace period of at least two (2) weeks set in writing. An insignificant defect in the contractual services shall not give rise to claims for defects. In the case of a continuing obligation, cancellation shall take the place of withdrawal.

13.8 The Licensee is obliged to keep a backup copy of the data used by him, always up to date, in such a way that unintentional data loss is not possible during troubleshooting.

13.9 The Licensor does not guarantee the correctness and/or up-to-dateness of data sets and Software products supplied by third parties. If the Licensor becomes aware of irregularities in such databases or third-party Software products, the Licensor shall inform the Licensee accordingly.

13.10 The Licensor shall not be liable for defects caused by the Licensee modifying the Software without the Licensor's prior written consent.

- 13.11 If the defect was caused by interventions outside the Licensor's sphere of operation and the Licensee could have recognized this with reasonable troubleshooting, the Licensor shall be entitled to invoice expenses at its applicable list prices.

14 Defects of title

- 14.1 The Software provided by the Licensor is free of third-party rights in the country of its initial purchase that would prevent its use in accordance with the contract.
- 14.2 If third parties are entitled to such conflicting rights and assert them, the Licensor shall do everything in its power to defend the Software against the asserted rights of third parties at its own expense. The Licensee shall immediately inform the Licensor in writing of the assertion of such third-party rights and shall grant the Licensor all powers of attorney and authorizations necessary to defend the Software against the asserted third-party rights. The Licensee is not entitled to recognize claims asserted by third parties.
- 14.3 If there are defects of title, the Licensor shall be entitled, at its discretion, (i) to take lawful measures to eliminate the rights of third parties that impair the contractual use of the Software, or (ii) to eliminate their assertion, or (iii) to modify or replace the Software in such a way that it no longer infringes third-party rights, if and to the extent that this does not significantly impair the owed functionality of the Software.

15 Liability, damages

- 15.1 The Licensee's claims for damages or reimbursement of futile expenses shall be governed by this clause regardless of the legal nature of the claim:
- 15.1.1 The Licensor shall be liable without limitation for damage caused intentionally or negligently by the Licensor, its legal representatives, employees or vicarious agents as a result of injury to life, limb or health. The Licensor shall be liable for product liability damages in accordance with the provisions of the Product Liability Act (Produkthaftungsgesetz).
- 15.1.2 In the case of other liability claims, the Licensor shall only be liable without limitation in the absence of a guaranteed quality and for intent and gross negligence. This also applies to the fault of its legal representatives, employees and vicarious agents.
- 15.1.3 The Licensor shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the contract, which is decisive for the conclusion of the contract and on the fulfilment of which the Licensee may rely ("major obligation"). In the event of a breach of a major obligation, liability shall be limited to one hundred thousand (100,000.00) EUR and to such damages as must typically be expected within the scope of the Licensee agreement.
- 15.1.4 The limitation of liability in clause 15.1.3 does not apply if the damages are covered by the Licensor's business liability insurance and have been paid out to the Licensor.
- 15.1.5 The Licensor shall only be liable for the loss of data up to the amount that would have been incurred if the data had been properly and regularly backed up in order to restore it.
- 15.2 In cases of initial impossibility, the Licensor shall only be liable if it was aware of the impediment to performance or if the lack of knowledge is due to gross negligence, provided that no cardinal obligation is affected.
- 15.3 The above limitation of liability also applies to the personal liability of the Licensor's employees, legal representatives and vicarious agents.
- 15.4 The Licensor shall not be liable for delays in performance resulting from force majeure, namely circumstances beyond the Licensor's control. These are in particular Forces of nature, dangers of the sea and air, fire, flood, drought, pandemics, epidemics, explosions, sabotage, accidents, embargoes, riots, civil commotion, including acts of local governments and parliamentary authorities; inability to deliver the contractual items or materials, equipment breakdowns and industrial disputes of any kind and for any reason, in particular strikes and lockouts.

16 Other provisions

- 16.1 All agreements containing an amendment, supplement or concretization of these contractual terms and conditions, as well as special guarantees and agreements, are subject to the written form, which is expressly not guaranteed by telecommunication. This also applies to this written form clause itself.
- 16.2 With regard to all legal relationships arising from this contractual relationship, the parties agree that the law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

- 16.3 If the Licensee is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Deggendorf is agreed as the place of jurisdiction for all disputes arising in connection with the performance of this contractual relationship.
- 16.4 With the exception of payment claims, any assignment or transfer of rights and obligations arising from this Licensee agreement requires the written consent of the Licensor.
- 16.5 If the Licensee also uses General Terms and Conditions, the agreement shall be concluded even without express agreement on the inclusion of General Terms and Conditions. Insofar as the content of the various General Terms and Conditions is identical, these shall be deemed to have been agreed. Conflicting individual provisions shall be replaced by the provisions of applicable law. The same applies in the event that the Licensor's terms and conditions contain provisions that are not included in these terms and conditions. If these terms and conditions contain provisions that are not contained in the Licensee's terms and conditions, these terms and conditions shall apply.
- 16.6 Should individual provisions of this contract be invalid or unenforceable in whole or in part or become invalid or unenforceable after conclusion of the contract, or should the contract prove to be incomplete, the parties undertake to enter into renegotiations in order to agree a valid provision in place of the invalid provision which comes as close as possible to the economic purpose of the invalid provision.