

I. General Terms and Terms regarding the Purchase of Software

§ 1 Applicable Regulations and Area of Application

- 1) This offer is addressed to commercial customers only.
- 2) These general terms and conditions of business regulate the applicable provisions regarding the loan, the rental or the purchase of the contractual software. The customer's general terms and conditions of business shall not be applicable.

§ 2 Definitions

- 1) Application Service Providing (ASP): The provision of software through data networks for a limited period of time for value.
- 2) Delivery: The software shall be provided by making it available for download. The dongle shall be shipped to the customer. The required license keys shall be provided either together with the dongle or be made available for download or be sent by e-mail.
- 3) Documentation: The user manual for the customer.
- 4) Dongle: In many cases the software is technically protected through a dongle (Code Meter Stick). The software can only be used if the customer has such a dongle along with a valid license key at his disposal. The customer is not permitted to remove these technical protection mechanisms or to circumvent such protection mechanisms.
- 5) GGU-Standard-Software: This term specifies the respective current version of the software at the time the respective agreement is concluded. The terms "software" and "program" are used synonymously in these terms and conditions.
- 6) Major Release: This term refers to the delivery of new software that either adds new functions to the given functionalities of the software or increases the capacity of the software by at least 10 % or changes the software in such a way that the software can be run on a different system environment (for example, from Windows 7 to Windows 8).
- 7) Minor Release: This term refers to the delivery of any type of new version of the software that is not deemed to be a major release as defined above (for example, updates, hotfixes, bugfixes etc.).
- 8) System Environment: System Environment is defined as the software and hardware required to operate the software. The requirements for the system are designated in the offer / order confirmation.

§ 3 Subject of the Agreement

- 1) The customer shall acquire the software designated in the performance specification from Civilserve. The scope of delivery shall encompass the standard-software in the object code as well as the user manual in a pdf format, a dongle and a license key. The performance specification of the software along with the System Environment required to operate the software are provided in the user manual.

2) The functionalities of the software delivered by Civilserve are definitively defined in the performance description of the standard-software that is valid at the time of delivery and provided to the customer with the offer. It shall be warranted that the therein specified functions and performances of the software shall be available in the System Environment designated in the offer and which is objectively customary at the time the software is provided. Beyond these specifications, Civilserve does not owe any further functions or performances of the software.

§ 4 Delivery

1) The detailed terms of delivery shall be specified in the offer. There are various forms of delivery: If the customer has downloaded the software from the internet, he will then require a dongle and license key to operate the software, which Civilserve shall provide. Alternatively, it is possible that Civilserve delivers or provides all elements. Unless otherwise agreed upon, Major and Minor Releases shall be provided to the customer through a notification with a link, whereby the customer is given a link address from which he can download the software himself.

2) If the customer has obtained the software through the internet, the delivery shall be effected by providing the customer with the dongle on behalf of Civilserve. The risk of loss shall pass to the customer in accordance with the legal provisions.

3) Optionally, Civilserve may make the software available on a FTP server. The customer shall then be provided with an e-mail and thereby be informed of the URL. He can then download the software and documentation (user manual) via this URL. The delivery is effected as soon as Civilserve has made the link with the internet address available and the software is downloadable.

4) Regardless of the type of delivery, the customer requires a valid license key to use the software, which will also be made available to the customer.

5) The customer shall install the software himself.

6) Consultancy services must be retained in a separate agreement.

§ 5 Compensation of Damages and Compensation of Expenditures

1) Civilserve shall not be liable for incurred damages, particularly but not limited to, the loss of data or damages that can be attributed to the fact that the customer cannot use the software productively, if these damages have been caused thereby that the customer has omitted to secure the software and the data processed with the software in reasonable intervals using measures corresponding with the respective current and proven state of technology.

2) The compatibility of the program with existing hardware and software configurations of the customer can only be warranted for the system environment explicitly specified at the time the agreement is concluded. Civilserve shall not be liable for the compatibility of the software with other hardware and software configurations of the customer that were altered by the customer after the software was ordered. Deviations must be agreed upon separately. If the customer changes the system environment required for the proper functioning of the software after installation or acceptance without Civilserve's consent, the customer shall carry the burden of proof that damages have not been caused by the change to the System Environment. The same shall apply if the customer makes changes to the delivered product itself.

3) The liability for damages that are asserted as a surrogate for direct expenditures due to a belated delivery of the software or the dongle shall be limited in the amount of 15 % of the respective order.

§ 6 Force Majeur

1) If Civilserve cannot fulfill its obligations due to unpredictable, extraordinary circumstances, which Civilserve cannot prevent despite of due diligence, for example

- interruption of operations
- administrative interferences
- power supply difficulties
- strikes or lockouts

the deadline for delivery or performance shall be prolonged for a reasonable scope of time, however for a maximum period of eight weeks, regardless whether these circumstances affect Civilserve's or Civilserve's suppliers area of responsibility. This shall not apply if performance becomes impossible.

2) If the provision of software or the delivery of the dongle becomes impossible due to circumstances specified above, Civilserve shall be exonerated from its performance obligations.

§ 7 Material Defects and Defects of Title for Purchased Software

1) The customer is obligated to immediately examine the delivered software on the basis of the performance specification and the stipulations of the individual agreement upon receipt of the software and shall give Civilserve notification of any defects within a reasonable period of time. If the customer does not notify Civilserve of any defects or does so belatedly, the customer shall forfeit his warranty rights.

2) In the event that the software has material defects, Civilserve shall initially fulfill its warranty obligations through supplementary performance. Thereby, Civilserve shall provide the customer with new software without material defects or eliminate the defect. The defect shall be deemed to have been eliminated if Civilserve provides the customer with a workaround as a reasonable alternative solution, which circumvents the consequences of the defect and insofar as the use of the workaround can be reasonably be expected from the customer.

3) In the event that the supplementary performance is unsuccessful after a reasonable number of attempts within a reasonable period of time while taking into considerations the gravity of the defect, the customer has the right to assert warranty claims.

4) The customer does not have the right to cancel the agreement if the defect is insignificant and thereby the functionalities of the software are not substantially impaired. In regards to claims for damages or the claims for compensation of expenditures due to a defect the stipulations of § 5 shall apply.

5) The statute of limitations for all warranty claims is one year; this term shall begin upon delivery of the software or at that time that the software is made available. This statute of limitations shall also apply to other claims against Civilserve, regardless of the nature thereof. This limitation shall not apply to damages claims the are asserted due to a defect of

the software that has been caused willfully or is gross negligent, in the event that the defect has been kept secret fraudulently, in the event of damages to health, life or limb or to damages that are incurred due to a breach of a guarantee. In these cases the legal statute of limitations shall apply. Claims based on the Product Liability Act of Germany shall remain unaffected.

§ 8 General Regulations regarding the Rights of Use

1) The subject of these license terms is the current version of the software specified in the respective individual agreement at the time the agreement was concluded. The software encompasses a copy of the respective computer program in the object code and a copy of the corresponding documentation. The documentation consists of the electronic and written user manual provided by Civilserve and any installation instructions.

2) These license terms shall apply to all versions of the contractual software. The customer shall be granted the non-exclusive rights to use the provided software product for the intended performance of the application for his own use.

3) Non-network licenses: These licenses are not network compatible and can only be used on the computer together with the appropriate dongle. Therefore, the software can be installed on several computers (for example, home computer, notebook), the dongle regulates the use.

4) If the customer has acquired “floating” licenses, the software can be permanently stored on a random number of computers; however, the software may only be used temporarily on up to the maximum number of agreed upon computers. Thus, if the customer has been granted a floating license for 10 computers, the software can be stored on a random number of computers simultaneously but may only be used concurrently on up to 10 computers. The number of licenses specified in the offer is equivalent with the maximum number of copies that can be made temporarily and that can be loaded into the RAM of the respective computer.

5) The customer is not permitted to alter to remove or to circumvent the intellectual property right notices on the software product including the documentation, particularly the copyright notices or trademarks as well as serial numbers, license codes or protection mechanisms. Furthermore, it is not permitted to use the software without a dongle if in accordance with the offer the software may only be used with a dongle.

6) The customer is not allowed to change, to process or to adapt, to translate, to port, to reverse engineer, to disassemble, to decompile or otherwise interfere with the software in order to ascertain the source code, unless the action is expressly permitted by compelling law (§§ 69d ff. Copyright Act of Germany).

7) It is not permitted to use the contractual software within the scope of services based on web browsers, whereby the software can be accessed by remote access and thus enable the use of the software to achieve certain calculations without the necessity of having to load the software into the RAM of a computer. The usage of the software within the scope of a “floating network license”, which can be contractually granted to the customer, shall remain unaffected.

§9 Special Regulations regarding the Rights of Use for Purchased Software

- 1) The grant of the rights of use to the customer by Civilserve is subject to the receipt of full payment of all claims existing at the time of delivery and incurred within the scope of this contractual relationship. If payment is made by check or bill of exchange, these rights shall remain reserved until the check is redeemed or the bill of exchange is discharged. Rights of use shall not be granted to the customer until full payment has been received.
- 2) The customer shall be irrevocably granted the contractually agreed upon rights of use to the contractually agreed upon software for an unlimited period of time.
- 3) The rights of use shall be granted for worldwide use.
- 4) The customer has the right to give the software to a third party whereby the rights of use shall be simultaneously granted to the third party. The software may only be given to a third party together with all components (particularly with all data carriers, documentation etc.); it is not permissible to give individual components or copies of the software to a third party. The third party must accept these license terms. The customer must inform Civilserve that the software has been given to a third party.

§ 10 Payment

- 1) Claims can only be set off if they are undisputed by Civilserve or judicially acknowledged.
- 2) All prices are net prices. The terms of payment specified in the offer shall be applicable.

§ 11 Other

- 1) If a term of the framework agreement or a respective supplementary agreement is invalid or become invalid, the remaining terms shall not be affected.
- 2) The Parties agree that the laws of Germany shall govern the whole of the legal relationship arising out of this contractual relationship.
- 3) The place of jurisdiction shall be at Civilserve's place of business if legally permissible.
- 4) The data protections regulations can be found at
http://www.ggu-software.com/Civilserve_Datenschutz.pdf

II. Special Regulations for Loan and Rental

The following regulations deviate from the aforementioned regulations and shall be applicable if the software has been loaned or rented.

§ 1 Loan

- 1) The purpose of the grant of the rights of use is to enable the customer to test the program for a limited period of time. A license key shall automatically lose its validity at the end of the agreed upon testing phase or an agreed upon term of use.
- 2) The customer shall be granted the limited, non-exclusive, worldwide rights of use for the software for the term of the agreed upon testing period. Civilserve has the right to prolong or

to curtail the period for which the rights of use are granted at any time. The rights of use only encompass the right to use the software on one computer.

3) The liability and warranty for the software provided free of charge shall comply with the legal provisions.

4) The customer is not permitted to use the software for commercial purposes, particularly engineering services may not be invoiced if they were prepared with the software. Such actions shall be deemed to be a breach of the license terms of this agreement and can be prosecuted in accordance with criminal and civil laws. If the customer would like to commercially use the software, the customer must properly license the software.

§ 2 Rental

The beginning, the term and the termination of the rental agreement as well as the particulars of the cancellation of the agreement shall be set forth in the respective individual agreement.

§ 3 Services during the Rental Period

1) Civilserve shall rent the software specified upon conclusion of the agreement to the customer for the term of the agreement.

2) The software's scope of functionality as well as the hardware and software system environment shall be specified in the user documentation provided with the software. The system environment in which the software can be operated shall be specified therein as well.

3) The software shall be continuously updated and developed further during the term of the rental agreement. The following shall apply:

- Civilserve shall adapt the rented software to the changing legal provisions within the scope of its operational and economic possibilities within a reasonable period of time. However, Civilserve shall not be obligated to provide such services if the adaptations will cause unreasonable efforts for Civilserve. In this event, the adaptations shall only be provided for an additional fee.

- Civilserve shall provide the customer with minor releases for the rented software if these are available and necessary. Supplementary documentation shall be provided as well.

4) Civilserve is not obligated to customize the software to the customer's special requirements. Furthermore, Civilserve is not obligated to provide major releases.

§ 4 Rental Fees

1) The amount payable, the due date and the payment terms shall be set forth in the respective individual agreement.

2) The payment shall be effectively received as soon as the due rental fee is unconditionally available to Civilserve.

3) All rental fees are net prices.

§ 5 Special Regulations regarding the Rights of Use for Rented Software

1) The software is provided for the customer's own use only. The customer does not have the right to sublet or to sublicense the software to third parties. The customer is not permitted to give a third party the right to use the software to process data other than the data of the customer or to give a third party the right to use the software in ASP. The customer must obtain the express written consent from Civilserve to use the software in ASP or to sublicense the software; these rights shall be granted to the customer expressly by Civilserve.

2) The subject of the rental agreement is the respective current version of the software. The customer is obligated to install the respective last provided version of the software or to have this version installed. The rights of use granted to the customer only cover this current version. An exception is made if the new software version delivered to the customer is defective so that the use of the new version cannot be reasonably expected.

3) The rights of use are limited to the area contractually agreed upon. The rights of use are granted for the term of the rental agreement.

§ 6 Warranty for the Rented Software

1) The customer is obligated to give notification of defects. The terms "defect" does not only encompass technical defects but also such cases in which the customer has knowledge that third parties are asserting rights to the software and/or to the marks used by Civilserve. § 536c BGB is applicable.

2) Defects shall initially be eliminated either through subsequent improvement or compensation delivery at Civilserve's own choice.

3) The cancellation of contract by the customer in accordance with § 543 II 1 Nr. 1 BGB due to fact that the contractual use of the software is not being provided shall not be permissible until Civilserve has been given sufficient opportunity to eliminate the defect, however without success. The elimination of the defect shall be deemed to be unsuccessful if the elimination is impossible, if Civilserve refuses to eliminate the defects, if Civilserve delays the elimination of the defect unreasonably, if there is reasonable doubt that the attempts to eliminate the defect will be unsuccessful or if for other grounds it is unreasonable for the customer. The cancellation of contract or assertion of damages claims shall not be permissible if the defects are only insignificant and non-essential. The right of the customer to reduce the rental fees shall remain unaffected.

4) The rights of the customer due to defects shall be foreclosed if the customer has made changes to the software himself or through a third party without Civilserve's consent unless the customer can prove that the changes do not have an unreasonable effect on the analysis and elimination of the defect for Civilserve. The rights of the customer due to defects shall remain unaffected if the customer has the right to make changes, particularly within the scope of the right to self-help in accordance with § 536a II BGB, and if these changes are carried out professionally and comprehensibly documented.

5) Warranty claims shall become statute barred within 12 months after the moment in which the customer has discovered the defect or could have discovered the defect while taking into account due diligence. This statute of limitations shall not apply to damages claims for damages to life, limb or health or damages incurred due to a breach of guarantee. The claims arising out of the Product Liability Act of Germany shall remain unaffected. The aforementioned stipulations shall be applicable accordingly to Civilserve's liability in regards to the compensation of expenditures.

§ 7 Term of the Agreement and Termination of the Rental Agreement

The term of the rental agreement shall be set forth in the offer. The customer's right to terminate the contract in accordance with § 5 III of this agreement shall remain unaffected. The right of each Party to declare the extraordinary termination for good reason shall remain unaffected.

§ 8 Returns of Loans and Rentals

- 1) At the end of the contractual relationship, the customer shall completely and finally delete any copies of the software provided by Civilserve made by the customer.
- 2) Any use of the software in the form of a reproduction is not permitted after the contract has been terminated.
- 3) The cost-free CM-Stick shall be returned after the software has been unsuccessfully tested. The shipping fees and the risk of transportation shall be carried by the customer.