

General Terms of Licence CIDEON Software GmbH

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1. General

1.1. By installing this software the user accepts the following terms of this licence agreement.

2. Software licence

2.1. The licensed CIDEON Software, the type of central unit or operating system for which it is intended as well as the extent of the licence are subject to the individual agreement. Should the user wish to use the CIDEON Software for a larger number of clients and/or servers (extended use), CIDEON shall extend the licence based on CIDEON's price list. Each extension of the licence shall be documented in writing.

2.2. The right of use of any results achieved in the performance of a contract is transferred to user to the extent necessary for the fulfilment of contractual obligations only. In case user is entitled to any copyright on these results, CIDEON retains the right of use for internal purposes.

2.3. Without prior written consent user is not entitled to grant sub-licenses of CIDEON software or to make changes, revisions or software connections with other software or to use CIDEON Software in whole or parts as a template for the development of software by himself or through third parties. Should the user wish to transfer CIDEON products to a third party, he will inform CIDEON immediately providing the name and address of such third party. As a result of such transfer no copies of CIDEON products may remain with the user, and user is obligated to effectively include the third party in his former contractual obligations with CIDEON.

2.4. The parties agree that because of their original character, CIDEON Products enjoy copyright protection and that they contain secret and non-secret know-how. Therefore, copyright notices and other labels referring to CIDEON may not be removed or altered and must always be adopted whenever copies are made. The user is prohibited from translating, redeveloping, de-compiling or disassembling the CIDEON Software delivered in object code. If required to assure interoperability of CIDEON Software with other software, CIDEON shall provide the user with necessary information to be used for this purpose only. The operating instructions may not be altered. The user shall ensure that the CIDEON Products are not made available to third parties, including companies deemed to be connected with the user according to § 15 of the German Stock Companies Act (§ 15 Aktiengesetz).

2.5. CIDEON is entitled to implement security measures within the software. This applies to all existing and future software versions. CIDEON shall inform the user of the type of implemented security measures. Damage by the user to any implemented security measure will result in immediate termination of the license. The User shall be provided with any user code or similar data – if applicable - required to use the Product within three working days upon request.

2.6. By separate agreement CIDEON may undertake maintenance and service of the licensed CIDEON Software and user documentation and provide support ser-

vices to the user as provided for in these General Terms of Trade.

3. Expiry of licence

3.1. The licence granted automatically expires if user in breach of contract copies the software or forwards copies of the software to third parties without Cideons prior written consent. The same applies if user is in breach of any essential obligation under the contract.

3.2. In such a case user is obligated to immediately return the software and delete or disable any remaining copies. In addition, user shall furnish CIDEON with a list of users in possession of copies of the software or the user instructions or that use to his knowledge unauthorised copies of the software. Any licence fee paid by user shall not be returned.

3.3. Without prejudice to further claims for damages provided by applicable law, in cases falling under paragraph 3.1 above, user is obligated to pay to CIDEON a penalty of twice the licence fee for every violation, but not more than ten times the licence fee.

3.4. For the time user is in default of any payment due and owing to CIDEON the right to use the software is suspended.

4. Delivery

4.1. Notwithstanding specific contractual agreements user is entitled to one copy of each CIDEON software product in machine-readable form on a data carrier or online as well as one printed or electronic documentation.

4.2. User will immediately report in writing any damages and losses in the course of delivery, including wrongful and incomplete deliveries.

4.3. Upon receipt of the software, the user will immediately test the software's operability and report to CIDEON any contingent defects without default. The same applies for any contingent hidden defects. With regard to merchants, §§ 377, 379 of the German Commercial Code (§§ 377, 379 HGB) apply accordingly.