

General Terms and Conditions for Software Licenses of CENIT AG

- as of June 2010 –

1. Object of the License

- 1.1 The object of the license shall be the Software developed and produced by CENIT AG (CENIT), plus the pertinent program documentation, supplied to the customer on the basis of the *General Terms and Conditions for Deliveries and Services* of CENIT. The exact designation of the supplied software is stated on the program certificate that is attached to CENIT's confirmation of the order (hereinafter the "Software"). With regard to software of other manufacturers (Third-party Software) that is supplied separately, the license conditions of the respective manufacturer shall apply.
- 1.2 Unless otherwise provided in the confirmation of the order, the customer will receive the Software on machine-readable data storage media in object code format for installation by the customer on the customer's system. If the confirmation of the order by CENIT and/or the program certificate provides for a limitation to a particular central data processing unit, the Software may be installed on this unit only.
- 1.3 The Software and the program documentation supplied with the same are protected by copyright. In relation to the customer, all rights in the Software shall be due exclusively to CENIT, even to the extent that the Software has been developed according to instructions from the customer or with the customer's assistance. Unless otherwise agreed upon, the customer shall be granted a non-exclusive and non-transferable right to use the Software, which right can be permanent or limited in time (see no. 3.1 below), according to the provisions of these *General Terms and Conditions for Software Licenses*. The customer has no claim to the surrender of the source codes and development documentation.

2. Scope of the License

2.1 The license entitles the customer to use the Software for its own operational purposes according to the description in the program documentation that has been delivered with the Software:

- through such number of authorized users as is set forth in the confirmation of the order, whereby only the authority to use as such, not, however, actual use matters (Named User License); or
- through the maximum permissible number, as indicated in the confirmation of the order, of users concurrently accessing the Software (Concurrent User License).

Use shall mean the loading, displaying, running, transferring, and storing of the Software for purposes of its execution and the processing of the existing data on the customer's system where the Software is installed.

2.2 If CENIT's confirmation of the order and/or the program certificate provides for a limitation to a particular central data processing unit (see no. 1.2 above), the customer may install the Software only on this central data processing unit, and may use the Software only on this central data processing unit and the individual workplaces connected thereto. The temporary transfer of the Software to another data processing unit is permissible only in the event of a failure of the central data processing unit, provided that the course of business in the customer's operation is strongly disturbed by such failure.

2.3 The customer is entitled to make a backup copy of the Software, which copy must be identified with a copy of the original label (including the copyright reference). The backup copy may be used only in the event of an impairment or loss of the original data carrier supplied by CENIT, or of the copy installed on the particular central data processing unit of the customer (see no. 1.2 above). With regard to the use of the backup copy, the customer is likewise subject to these *General Terms and Conditions for Software Licenses*. Additionally, the customer is not entitled to reproduce the Software or the program documentation, or any parts thereof, without the consent of CENIT.

- 2.4 The customer shall not be entitled to use the Software outside its operation or for purposes other than its own operational purposes or to enable third parties that do not belong to the customer's operation to use the Software or make the Software temporarily or permanently – subject to no. 2.6 below – available to third parties. Third parties within the meaning of this provision shall include the branch establishments and associated companies of the customer, unless expressly otherwise agreed.
- 2.5 Without the consent of CENIT, the customer shall not be entitled to adjust, modify, or otherwise amend the Software, to connect the Software to other programs in a manner other than via the interfaces provided for this purpose, to decompile it to another display format, to remove, circumvent, or modify security codes, if any, or features serving the identification of the Software, or to remove information, as contained in the Software and program documentation, about the authorship, copyrights, or other property rights of CENIT. The provisions of §§ 69 d para. 3 and 69 e UrhG (German Copyright Act) shall remain unaffected.
- 2.6 If the license has been granted without any limitation in time (see no. 3.2 below), the customer is entitled to transfer the Software as a whole, together with the license, to a subsequent user on a permanent basis according to these *General Terms and Conditions for Software Licenses*, provided that the customer does not retain any copies of the Software and the pertinent program documentation, not even in parts, and refrains from any further use of the Software. The subsequent user's right of use shall begin only with the receipt by CENIT of a copy – signed by the customer and the subsequent user – of the program certificate and these *General Terms and Conditions for Software Licenses*; in this context, the complete name and/or company name as well as business address of the subsequent user must be stated. Costs and expenses, if any, incurred by CENIT for the transfer of the license shall be borne by the customer in relation to CENIT.

3. Term of the License

- 3.1 The term of the license is shown on the confirmation of the order by CENIT. In this respect, the following possibilities exist:
- permanent license (no. 3.2)

 - license for a definite period of time (no. 3.3)

 - license for an indefinite period of time with the possibility to give notice of termination (no. 3.4)

- 3.2 To the extent not otherwise provided in the confirmation of the order by CENIT, the license is granted permanently, that is, without limitation in time. In this case, the right to give notice of the ordinary termination of the license is excluded for both parties to the contract. CENIT reserves the right of an extraordinary termination pursuant to no. 3.5 below.
- 3.3 As regards licenses that are granted for a definite period of time, the term of the license shall be as stated in the confirmation of the order by CENIT. During the definite term, neither of the parties can give notice of the ordinary termination of the license. After the expiration of the definite term, the license will be automatically renewed for successive one-year periods unless it is terminated in writing by either of the contractual parties subject to three months' notice, with effect at the end of the definite term or any extension period. For each extension period, the current license fees according to no. 4.3 below must be paid; CENIT shall be entitled to adjust these current license fees according to no. 4.4 below. The one-time fee paid upon supply of the Software will not be reimbursed after the termination of the license.
- 3.4 As a general rule, licenses for an indefinite period of time are granted without any limitation in time. However, the customer is entitled to terminate the license in writing, subject to the observance of a notice period of three months, with effect at the end of a calendar year. If the license is terminated, the obligation to pay the current license fees according to no. 4.3 below ceases to apply. The one-time fee paid upon supply of the Software will not be reimbursed after the termination of the license.
- 3.5 Regardless of the duration of the license granted, CENIT shall be entitled to terminate the license with immediate effect in the event of a culpable breach of the provisions of no. 2 above by the customer, unless the breach and the consequences thereof are immaterial. In the event of such a termination, the customer has no claim to the reimbursement of the fees paid for the license. The rights of CENIT to assert claims for damages shall remain unaffected.

- 3.6 With the end of the license, the customer's right to use the supplied Software expires. The customer must return to CENIT any and all of the supplied original data storage media, backup copies, or other copies of the Software stored on separate data storage media, as well as the program documentation provided, and the customer must delete all copies of the Software that are stored on the customer's system. The customer must affirm the complete return and/or deletion vis-à-vis CENIT in writing and, upon request by CENIT, must furnish corresponding evidence in a suitable form.

4. Fees

- 4.1 The fees to be paid for the license depend on the agreed scope of use and shall be as stated in the confirmation of the order by CENIT. Unless otherwise agreed, the fees will be charged as from the delivery date or, if installation by CENIT has been agreed upon, as from the day of the installation of the Software.
- 4.2 To the extent that the license is granted on a permanent basis (see no. 3.2 above) and in the absence of an agreement to the contrary the remuneration consists in a one-time fee payable upon supply of the Software. If the customer wishes to receive maintenance services with regard to the Software, CENIT will offer the conclusion of a maintenance agreement on the basis of the *General Terms and Conditions for the Maintenance of Software* of CENIT. For the maintenance of the Software, a current fee – the amount of which will be stated in CENIT's confirmation of the order – shall be payable.
- 4.3 As regards licenses that are granted for a definite (see no. 3.3 above) or an indefinite period of time (see no. 3.4 above), the fees are comprised of a one-time fee to be paid upon supply of the Software and of running annual license fees. The running license fees, which include the maintenance of the Software according to CENIT's *General Terms and Conditions for the Maintenance of Software*, must be paid annually in advance and will be billed at the beginning of each calendar year. Timely payment of the current license fee is a prerequisite for the renewal of the license in the respective calendar year.

- 4.4 CENIT shall be entitled to adjust the running license fees according to no. 4.3 above subject to three months' prior notice with effect as of the beginning of a calendar year in order to compensate increases in costs and/or in the context of the general increase in the license fees for the CENIT Software. If the increase exceeds 5%, the customer is entitled to terminate the license subject to one month's notice with effect as of the beginning of the new calendar year.
- 4.5 If the license fees depend on the scope of use, the customer is obligated to inform CENIT without undue delay of any changes in the scope of use. CENIT is entitled at any time to verify the current scope of use and to install systems automatically measuring the scope of use. In the event of changes in the scope of use that affect the amount of fees to be paid for the license, the customer shall be obligated to pay to CENIT the additional one-time fees and/or increased current license fees resulting from such changes.

5. Other Provisions

- 5.1 These *General Terms and Conditions for Software Licenses* shall also apply to later versions (Updates) and extensions (Upgrades) of the Software CENIT supplies to the customer for use during the term of the license, unless otherwise agreed at the time of the supply of the respective later version or extension.
- 5.2 To the extent that these *General Terms and Conditions for Software Licenses* do not contain any separate or deviating provisions, the *General Terms and Conditions for Deliveries and Services* of CENIT shall additionally apply to the supply and use of the Software.