

Software license conditions of ARXUM Business GmbH

1. software

1.1 The customer shall acquire from ARXUM the software specified in the contract as well as the associated operating instructions (in printed or electronic form at ARXUM's option, unless otherwise agreed in the contract) in the language specified therein (hereinafter collectively referred to as "software") under the following terms of use, if and insofar as the contracting parties have not expressly agreed otherwise in the contract.

ARXUM reserves the right to also deliver modules to the customer that are not listed in the contract. A transfer of a right of use is not connected with the delivery of such modules which are not listed in the contract, even if a use of these modules by the customer is possible.

1.2 The source code of the software is not part of the deliveries and services of ARXUM.

1.3 For the quality of the software delivered by ARXUM, the service description valid at the time of dispatch, which is described in the operating instructions, is conclusively decisive. ARXUM shall make the operating instructions available to the customer upon request. ARXUM does not owe any further properties of the software.

1.4 ARXUM shall only be responsible for public statements made by manufacturers, their assistants or otherwise in advertising if it can be proven that ARXUM initiated them and the advertising actually influenced the customer's decision to purchase.

2. type and number of licenses

2.1 ARXUM grants Enterprise, Site and User Licenses. User licenses and site or optional enterprise licenses must always be purchased.

2.1.1 Site licenses shall be granted for the operating site(s) specified in the contract. One Site License must be purchased for each operating site. The customer is not permitted to use the software outside the premises specified in the contract. Without express agreement, the right of use is granted exclusively for the business premises at which the customer has his place of business, whereby the provision of the software by a computer center is harmless and covered by the right of use. Unless otherwise stipulated in the contract, the legal definition of § 12 of the German Tax Code (Abgabenordnung) shall apply to the term "permanent establishment".

2.1.2 Enterprise licenses include the right of use in relation to various locations of a company as well as other companies affiliated with the customer's company within the meaning of §§ 15 ff. of the German Tax Code (Abgabenordnung). AktG. The license fees for the Enterprise License and its specific scope are negotiated individually between the customer and ARXUM.

2.1.3 User licenses shall be granted to the number of individual users stipulated in the contract in combination with a site license related to the business premises or an enterprise license related to several business premises. User licenses are concurrent user licenses (i.e., the number of user licenses determines how many users can work with the licensed software at the same time).

2.2 The purchase price for the Software is set forth in the Agreement for each Enterprise, Site and User License.

2.3 If the maximum number of concurrent users agreed in the contract increases, this additional use of the software shall only be permitted if the customer acquires further rights to use the software to the required extent. The customer is obliged to inform ARXUM immediately of any increases in the number of users. ARXUM will submit an offer to the customer for the acquisition of further rights of use at the usual conditions.

2.4 A reduction of the purchase price in the event of a reduction in the number of Enterprise Site and/or User licenses used is excluded.

3. scope of use

3.1 ARXUM grants the customer a simple, unlimited right of use to the software.

3.2 The customer is entitled to use the software beyond the rights of use granted in this contract only with the prior written consent of ARXUM. In case of additional use without consent (in

particular in case of simultaneous use of a larger number of users than agreed), ARXUM is entitled to charge the amount incurred for the further use according to ARXUM's price list valid at that time, unless the customer can prove a significantly lower damage to ARXUM. Further non-contractual claims for damages remain unaffected.

3.3 The customer may only use the software for the purpose of processing his internal business transactions and those of such companies as are associated with him within the meaning of §§ 15 ff. of the German Civil Code (BGB). AktG ("Group Companies"). In particular, (i) a computer center operation for third parties that are not licensees or group companies or (ii) the temporary provision of the software (e.g. as application service providing) for other than group companies or (iii) the use of the software for the training of persons who are not employees of the customer or his group companies is only permitted with the prior written consent of ARXUM. Commercial subletting is generally prohibited.

3.4 Reproductions of the software are only permitted insofar as this is necessary for use in accordance with the contract. The customer may make backup copies of the software in accordance with the rules of technology to the necessary extent. Backup copies on movable data carriers shall be marked as such and marked with the copyright notice of the original data carrier. If the customer has acquired the software by way of online download, he shall be entitled to copy the software to a data carrier if it is passed on in accordance with Item 5. Moreover, ARXUM's right to the online copy shall be exhausted in the same way as if the customer had received the software on a data carrier.

3.5 All data processing devices (e.g. servers, computers, hard disks) to which the software is copied in whole or in part, at short notice or permanently, are located on the customer's premises and are in the customer's direct possession. If ARXUM has given its written consent, the data processing devices as per page 1 may also be located on the premises of a group company and be in its direct possession. If the customer wants to operate the software for his own purposes on data processing equipment or have it operated on his own premises or in the direct possession of a third company (outsourcing), this is only possible on the basis of a written agreement with ARXUM, the conclusion of which ARXUM is prepared to conclude while safeguarding its legitimate interests, in particular respecting the contractual provisions on the use and passing on of the software by the third company.

The customer is only entitled to make changes, extensions and other modifications to the software within the meaning of § 69 c No. 2 of the German Copyright Act (UrhG) to the extent that the law permits such changes indispensably. Before the customer himself or through third parties eliminates errors, he allows ARXUM two attempts to eliminate the error. The customer is not entitled to his own rights of use and exploitation for such processing - beyond the rights of use granted under this contract. However, ARXUM can - against appropriate remuneration - demand the granting of an exclusive or non-exclusive, spatially and temporally unlimited right of use with the right of sublicensing.

3.6 The customer shall only be entitled to decompile the software within the limits of § 69 e UrhG and only if ARXUM has not provided the necessary data and/or information to establish interoperability with other hardware and software after written request within a reasonable period of time.

3.7 If ARXUM provides the customer with supplements (e.g. patches, supplements to the operating instructions) or a new edition of the software (e.g. update, upgrade) within the scope of subsequent improvement or maintenance, which replaces software previously provided ("old software"), these shall be subject to the provisions of this agreement.

If ARXUM makes a new edition of the software available, the customer's powers under this contract with regard to the old software shall expire even without ARXUM's express request for return as soon as the customer uses the new software productively. However, ARXUM grants the customer a three-month transition phase in which both versions of the software may be used side by side.

3.8 Reproduction or revision of the operating instructions is not permitted - subject to sections 3.4 and 3.5 (insofar as the documentation is integrated into the software).

4. software protection

4.1 Unless the customer has been expressly granted rights under this contract, all rights to the ARXUM software (and all copies made by the customer) - in particular copyright, rights to or in inventions and technical property rights - shall be the exclusive property of ARXUM. This also applies to processing of the software by ARXUM. The customer's ownership of the respective data carriers of such copies remains unaffected.

4.2 The customer shall carefully store the software provided in order to prevent misuse. He will make the software (whether unchanged or modified) accessible to third parties only with the prior written consent of ARXUM. The customer's employees and other persons staying at the customer's premises for the contractual use of the software shall not be deemed third parties. Item 5 remains unaffected.

4.3 The customer is not permitted to change or remove ARXUM's copyright notices, marks and/or control numbers or symbols. If the customer changes or edits the software, these notes and marks must be incorporated into the changed version of the software.

4.4 The customer shall keep a record of the copies of the software produced by him in accordance with the contract on data carriers and their whereabouts and shall provide ARXUM with information and inspection on request.

4.5 If the customer transfers data carriers, memories or other hardware on which software (in whole or in part, unchanged or modified) is stored (i) to third parties without passing it on in accordance with Item 5 or (ii) gives up direct possession thereof, he shall ensure that the stored software is deleted completely and permanently beforehand.

5. transfer of the software

5.1 The customer may only transfer the software to a third party in a uniform manner and with complete and final abandonment of his own use of the software. The transfer of the use to third parties, even only temporarily or only partially, is prohibited, regardless of whether the software is transferred in physical or non-physical form. The same shall apply to gratuitous surrender.

5.2 The transfer of the software requires the written consent of ARXUM. This consent shall be granted if (i) the customer assures ARXUM in writing that he has passed on all original copies of the software to the third party and deleted all copies he has made, and (ii) the third party declares in writing his agreement to ARXUM with the terms of use and passing on agreed here.

6. secrecy and data protection

6.1 The contracting parties undertake to treat all knowledge of confidential information and trade secrets ("trade secrets") of the respective other contracting party obtained in the course of initiating and executing the contract as confidential for an unlimited period of time and to use such information and trade secrets only for the purposes of executing this contract. ARXUM's trade secrets also include the software and the services rendered in accordance with this contract.

6.2 The customer shall only make the software accessible to employees and other third parties if this is necessary for the exercise of the rights of use granted to them. He shall instruct all persons to whom he grants access to the software himself, e.g. in order to make settings or changes directly in the software, about ARXUM's rights to the software and the obligation to maintain its secrecy, and shall obligate these persons in writing to maintain secrecy and use the information, unless the persons concerned are obligated to maintain secrecy for other legal reasons, at least to the extent described above.

6.3 The foregoing obligations shall not apply to trade secrets which (i) at the time of their transmission by the contracting party were already in the public domain or known to the other contracting party; (ii) after their transmission by the contracting party became in the public domain through no fault of the other contracting party; (iii) after their transmission by the contracting party, were made accessible to the other contracting party by a third party in a non-infringing manner and without restriction with regard to secrecy or exploitation; (iv) which have been

independently developed by either party without using the trade secrets of the other party; (v) which are required to be published by law, order or court order, provided that the publishing party promptly notifies the other party thereof and assists it in defending against such orders or orders. (vi) to the extent that the other party is permitted to use or disclose the trade secrets pursuant to mandatory statutory provisions or this Agreement.

6.4 ARXUM shall comply with the rules of data protection, in particular if ARXUM is granted access to the customer's operation or to hardware and software. ARXUM ensures that its vicarious agents also comply with these provisions, in particular ARXUM obliges them to observe data secrecy before commencing their activities. ARXUM does not intend to process or use personal data on behalf of the customer. Rather, a transfer of personal data only occurs in exceptional cases as a secondary consequence of ARXUM's contractual services. Personal data will be handled by ARXUM in accordance with the provisions of data protection law.

6.5 ARXUM concludes a separate contract with the customer regarding order processing.

7 End of the right to use the software

In all cases of termination of his right of use (e.g. by rescission, subsequent delivery), the customer shall immediately release all deliveries of the software and delete all copies unless he is legally obliged to store them for a longer period. Section 3.7 remains unaffected. He assures ARXUM in writing that the work will be carried out.

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