

General terms and conditions of pirobase imperia gmbh (hereinafter referred to as “pirobase imperia”)

Section 2

Special conditions for standard software

a) Special conditions for licence contracts

§ 1 Subject

The following regulations supplement and apply to the general terms and conditions for the licensing of standard software by pirobase imperia to the contracting party.

Section 1 of the general terms and conditions also applies.

§ 2 Licensing

1. pirobase imperia shall grant the contracting party a right to the licensed products, which is non-exclusive and does not authorise the provision of sub-licences and is limited to the European Economic Area. This right comprises the use for its own commercial purposes in accordance with the documentation and to the extent defined in the contract. The rights of use are granted to a limited extent according to the determining parameters of the licence price.
2. The contracting party may only use the licensed products including their documentation for its own purposes and for the purposes of its affiliated companies pursuant to Article 15 et seq. of the German Stock Corporation Act (AktG). In particular, the use of licensed products by and for third parties is excluded if these are not affiliated companies pursuant to Article 15 et seq. of the AktG. This also applies in particular, for example, to sub-leases in a so-called SaaS model. With respect to the licensed products, only the contracting party and its affiliated companies pursuant to Article 15 et seq. of the AktG may be the operators of export objectives/target systems. Any further use is excluded.
3. If the contracting party chooses to let a data centre operator use the licensed products, then this shall only occur within the granted scope of licensing, particularly in accordance with the regulations concerning licensing (Section 2 a) in Clause 2. In this context, the contracting party must ensure that the data centre operator commits to observing the obligations under these licence provisions and complies with them. Upon request, the contracting party shall provide pirobase imperia’s corresponding data centre operator with a relevant agreement.
4. The scope of licensing is taken from the relevant contract, which is subject to these general terms and conditions. The contracting party shall provide the detailed information required for determining the scope of use of the licensed product. It must promptly communicate any changes to pirobase imperia in writing. According to the changes made, it shall be determined whether it is necessary to amend the scope of licensing and remuneration as well as the signing of an amended contract.
5. The contracting party may not duplicate, modify, translate or process the licensed products or documentation without prior written consent from pirobase imperia; in particular, the contracting party must not create any works dependent on licensed products or documentation. These limitations do not apply to the creation of a back-up copy, any duplication created for the purposes of proper use to the extent necessary, any duplication, processing or translation for the purpose of eliminating defects that, despite a written request, pirobase imperia does not offer the contracting party within a reasonable period of time and under reasonable conditions

and, if the contracting party accepts this offer, does not provide the service within an appropriate period of grace defined by the contracting party.

6. The contracting party may not disassemble, decompile, retranslate or use any other procedures to determine the source code of a licensed product. This shall not apply if such actions are necessary to obtain the information required to establish the interoperability of an independently created computer programme with the licensed product, which is not made available to the contracting party within an appropriate period of time from issuing a written request to pirobase imperia and that will be performed within a member state of the European Economic Area. Information obtained by such means may not be used for purposes other than to establish interoperability and particularly not passed on to third parties if this is not necessary to establish interoperability. In particular, the information obtained in such a manner may not be used for the purposes of developing, manufacturing or marketing programmes with a form of expression essentially similar to that of the licensed product. Any transfer of information obtained through such procedures is prohibited outside of the European Economic Area.
7. The documentation shall be used exclusively to support the use of the licensed product(s).
8. The rights of use for open source software, which may have been supplied with the licensed software, are governed by the separate licence provisions supplied with it.
9. pirobase imperia does not grant any rights of use related to the use of third-party software, which is used together with the licensed product and not supplied by pirobase imperia. The verification and observance of the licence and contractual conditions lies solely within the responsibility of the contracting party.
10. The place of fulfilment for the transfer of storage media containing the licensed products and documentation is the location where pirobase imperia is based. Upon request by the contracting party, the media may be sent to the contracting party. In this case, the risk is transferred to the contracting party once it has been passed on to the transport company or other transport person at the latest.

§ 3 Remuneration

1. The licensing fees payable by the contracting party are taken from the relevant contract.
2. The licensing fees are due upon conclusion of the contract.

§ 4 Claims arising from defects

1. The contracting parties agree to the objective fact that the current state of scientific knowledge and technology does not guarantee a software that is completely error-free. pirobase imperia therefore cannot guarantee that a licensed product shall run error and interruption-free at all times.
2. As the use of defective software can lead to unforeseen indirect damage the contracting party is obligated, within the context of its duty to minimise damages, not to operate defective software.
3. The contracting party confirms that, prior to signing this contract, it had the opportunity, based on a test system including all system documentation and that for the licensed product, to ascertain the

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to verify that the licensed products comply with its requirements. If the contracting party accepts the service while aware of a defect, it is only entitled to the aforementioned rights concerning rectification and withdrawal if, and to the extent, it reserves such rights in writing upon acceptance.

§ 5 Audit

pirobase imperia may, at its own expense, perform an annual audit of the contracting party provided it gives adequate notice ahead of time and that it takes place during the usual business hours in a reasonable manner. This audit shall comprise the use of licensed products and documentation to determine the observance of these contractual provisions and documentation. During the course of the audit, the contracting party shall grant pirobase imperia access to all computer systems on which licensed products are or could be installed. After consultation with pirobase imperia, the audit may be substituted by complete and documented proof of the licences by the contracting party.

b) Special conditions for maintenance contracts

§ 1 Subject

The following regulations apply in addition to the general conditions for maintenance of the standard software and other ancillary products, which pirobase imperia has placed at the disposal of the contracting party in conjunction with the contract. **§ 2 Maintenance services**

pirobase imperia shall perform the following maintenance services in accordance with this contract:

1. Maintenance model: The relevant maintenance model ("standard maintenance", "standard+maintenance" or "premium maintenance") is agreed upon in the relevant contract. The scope of services of the relevant maintenance model is taken from the "Maintenance service description" annex of the relevant contract. In addition, the scope of services is also taken from these general terms and conditions.
2. Software maintenance: In case of generally occurring defects in licensed products, pirobase imperia shall undertake all meaningful efforts to provide updates as per the relevant maintenance model to achieve the nominal condition of the licensed products. A defect as defined in this regard is present if the licensed product does not fulfil the functions specified in the documentation, delivers incorrect results, aborts its operation uncontrollably or does not behave properly in terms of functionality, which impedes or significantly impairs the use or functionality of the licensed product. However, pirobase imperia is only obligated to offer support in eliminating the defect if the error can be reproduced on a standard system running the current version of the standard software. The upgrades supplied within the context of maintenance shall be transferred to the contracting party for the purposes of use in accordance with the contract provisions. In addition to the elimination of defects, pirobase imperia shall also supply updates

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for the general improvement and further development of licensed products, provided that this is part of the agreed maintenance model.

3. Revision of documentation: Within the context of maintenance, the contracting party is also provided with new issues of the documentation if the updates include significant changes to the procedure and/or use of the licensed product, which

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cannot be followed with the previous documentation by a trained user.

4. Remote maintenance: If remote maintenance becomes necessary, pirobase imperia shall be granted access to the server(s) of the contracting party, which are required to operate and manage the standard software. The contracting party shall remunerate the effort required to establish initial remote access according to the agreed or usual hourly rates.

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Maintenance services as defined in the contract particularly do not include the following:

1. the elimination of problems caused by (i) user errors, in particular errors resulting from use of the licensed products contrary to the content of pirobase imperia manuals, (ii) misuse, (iii) intentional and/or deliberate damage, (iv) improper administration, maintenance or other services conducted by the contracting party and/or its employees or vicarious agents;
2. the establishment of operability on account of a change of location or adjustments necessary due to such reasons;
3. deliveries, installations and exchange of add-on equipment and accessories;
4. support during the elimination of malfunctions, which can be traced back to external influences such as power outages – this includes, in particular, damage which is covered by low voltage insurance, moisture, shocks or force majeure;
5. maintenance for licensed products that (i) have been processed, modified or linked to other software products, either in full or in part, by the contracting party, its employees and vicarious agents or other third parties without prior written consent from pirobase imperia, unless the linkage is carried out in the context of the proper use of the licensed products or if the processing or modification has no negative effect on the work necessary for maintaining the licensed products, in which case the contracting party shall bear the burden of proof; (ii) have been installed on hardware or together with an operating system, or in a network environment, which has not been approved by pirobase imperia;
6. the following additional services: (i) adjustments made to licensed products to comply with the individual requirements of the contracting party, programme modifications and additions; (ii) installation of separate updates for third-party software even if it came in a bundle with the licensed products; (iii) elimination of user errors and data errors; (iv) data imports from other programmes; (v) training courses; (vi) organisational consulting, project support, consulting; (vii) installation and provision of third-party software; as well as the installation and migration of various software versions

At its discretion, pirobase imperia shall render these services against payment on an individual basis on account of a separate contract, either according to the time spent, individual effort estimation or the current price list. pirobase imperia is not, however, obligated to accept such orders.

§ 4 Maintenance conditions and obligations of the contracting party

1. The maintenance conditions are governed in accordance with the relevant maintenance model and are described in the "Maintenance service description" annex. The provisions of these general terms and conditions also apply.

2. Only the current and the previous most recent major releases of the licensed products are supported.

3. The contracting party must appoint at least one maintenance officer and can name up to two. The maintenance officer(s) must possess in-depth knowledge of the standard software and be sufficiently qualified. The maintenance officer acts as a proxy for the contracting party and may submit or accept declarations related to the maintenance services to be rendered.

4. The contracting party may only use the standard software in system environments approved by pirobase imperia. Porting on to another system environment shall lead to the discontinuation of maintenance services by pirobase imperia. pirobase imperia shall not refuse to approve other/new operating systems without stating an objective reason.

5. The contracting partner is obligated to contact customer services to report errors, malfunctions, programme or documentation errors and other defects, which occur during operation of the licensed products. If possible, the contracting partner shall remain obligated to provide pirobase imperia with all necessary evidence in adequate form that is

as a result. This includes producing system logs and memory dumps, the provision of relevant input and output data, interim results and test results as well as other documents in addition to hard and soft copies necessary to illustrate the errors.

6. The contracting party must grant pirobase imperia access to all information and system equipment to the extent required by pirobase imperia to fulfil the maintenance services in a timely manner in accordance with this contract. Furthermore, the contracting party shall keep technical installations such as the power supply, telephone lines and data transmission lines operational in order to carry out on-site maintenance work, and shall make them available free of charge and to an appropriate extent.
7. pirobase imperia's maintenance obligation shall only remain intact if the contracting party provides the contractual conditions necessary for maintenance, and if the contracting party has cooperated in performing the maintenance services to the extent agreed.

§ 5 Remuneration

1. The maintenance fees to be paid by the contracting party shall be contractually agreed. The maintenance fees mentioned herein shall apply for a period of 24 months in each case, which shall start from the commencement date specified in the contract or, in the case of an extension, with the start of a subsequent annual period (referred to as "maintenance period").

initial maintenance period and, if the contract is extended, within the first 30 days of the subsequent maintenance period unless agreed otherwise in individual contracts.

§ 6 Contract duration and termination

1. Unless otherwise agreed in individual contracts, a maintenance contract is concluded with a minimum duration of 24 months.
2. If a contract is concluded for a fixed minimum duration of 12, 24, 36 or more months, it shall automatically be extended for another 12 months if one of the two parties does not terminate it in writing 3 months prior to the relevant expiration date at the latest.
3. Both parties have the right to terminate contracts for cause.

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4. If pirobase imperia renders services free of charge it may discontinue these at any time without prior notification. No claims for price reductions, refunds or damages shall arise from this.

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