

# Apparo's General Terms and Conditions for licenced software (GTC License)

## Last amended: 6 July 2016

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#### **1 Subject matter**

These general terms and conditions (GTC License) of the company Apparo Süddeutschland GmbH (hereinafter referred to as "Apparo") govern the right to use licenced software. Licenced software refers to all Apparo programmes that are licensed on the basis of the provisions of these general terms and conditions.

Licenced software is defined by these provisions as data processing programmes and/or licensed databases in a machine-readable form including the respective documentation, hereinafter collectively referred to as licensed material.

1. Our documentation, which contains binding information as to the version number and date, is deemed to be the specifications of our standard software.
2. The customer is granted a non-transferable and non-exclusive right to use the licenced material.
3. The customer is entitled to make back-up copies.

#### **2 Copyright, right of use**

1. The copyrights to all documents, systems, programmes and data carriers that have been developed and provided by us, remain with us. Our customer is given the right to use the software exclusively for its own purposes subject to the respective contract. The customer is particularly not entitled to modify machine-readable licenced material within the scope of its contractual use and to connect the modified version to other programmes.
2. In the event that we make available licenced material in class code or object code, it is also not permitted to convert the code to source code, not even in parts.

### 3 Delivery

Delivery is made exclusively via the Internet, Apparo Download Area.

### 4 Warranty

1. The contractual parties agree that in accordance with the state of the art errors in the hardware and software cannot be ruled out, particularly in complex programme sequences, even when utmost care and diligence is taken. Reproducible errors in the software created by the contractor that are pointed out by the customer will be rectified within the statutory period of limitation. The period of limitation is suspended for the time period between notice of defects and the rectification of the respective defect.
2. The customer has the right to rescind the contract or to reduce the agreed fee if the customer cannot be reasonably expected to accept further attempts to provide cure. Providing a cure is no longer deemed reasonable if the second attempt is unsuccessful.
3. Exclusion of liability and/or limitation of liability applies neither to injuries to life, limb or health nor to damage caused by deliberate or grossly negligent breach of duty. Neither do they apply in cases of liability under the German Product Liability Act nor for guarantee or warranty claims or claims arising from fraudulent concealment of a defect.

Liability for indirect damage e.g. additional expenses, downtimes or loss of income as a result of defective delivery is excluded, unless the damage was caused by deliberate acts or gross negligence or the contractor issued a guarantee.

Liability for loss of data is limited to the typical recovery effort expected, that would have occurred had the ordering party made regular, risk-appropriate data backups.

4. If liability is based on a damage caused by ordinary negligence, Apparo's liability is limited to the investment sum under this contract/the (overall) order volume.
5. Place of performance and exclusive place of jurisdiction is the registered office of the contractor, also in the case of legal actions due to a bill of exchange or summary proceedings. The contractual relationship is subject to German law, UN law is excluded.
6. Deviating customer provisions do not apply unless they have been confirmed in writing by the contractor. Verbal agreements are invalid.

If individual provisions are or become ineffective, the contracting parties shall replace the ineffective provisions with provisions that are as close as possible to the economic purpose of the invalid provision. The validity of the contract remains unaffected by this.