



1. Subject of the contract

- 1.1. The general terms and conditions of business for license programs of the AXSOS AG regulate use and relinquishment with reference to the license programs specified in more detail in the offer/order form.

To it just belongs the programs, copies and also the provided source code, which is printed supplied in machine-readable form and/or in readable form, exactly as also the documentation, in the following as license material designation beside the programs. This includes likewise all program corrections.

The contract comes off by mutual agreement of the contracting parties - the customer as well as the AXSOS AG by signing of the order form or an appropriate order of the customer with correlating confirmation of order by the AXSOS AG.

2. Use of the license programs and ancillary licenses

- 2.1. We relegate to the attached regulations of the software vendor with reference to the copyright protection that remain untouched by other legislation.
- 2.2. Changes at the program code by the customer are only then permissible, if despite request the AXSOS AG did not supply the information, to guarantee the interoperability (with reference to 6.3). Within the guarantee period the customer has to come to an agreement with the manufacturer, in order to grant to it an appropriate opportunity to eliminate the lack.
- 2.3. Regarding ancillary licenses we refer to the conditions of the software vendor.
- 2.4. Each act of transfer of rights or the negotiation of obligations from a contract requires the previous agreement by the AXSOS AG, which needs to put down in writing.



3. Protection the rights at the license material

- 3.1. The AXSOS AG refers to the attached regulations of the software vendor.

4. Delivery, fees, invoicing

- 4.1. If AXSOS AG should not be possible short term supply, then this will be promptly communicated to the customer by the AXSOS AG. The customer carries risk and costs of the delivery of the shipment to the installation place.
- 4.2. All fees as well as the calculation periods and payment dates are declared in the offer/order form. All prices understand themselves plus the current valid value added tax for the time of the respective rendering of invoice. On changes of the value added tax set within one calculation period the periods with the respective value added tax sets are valid as separately agreed upon.
- 4.3. With the day of the delivery begins the obligation to pay except of valid deviating regulations, which were formulated in the order form.
- 4.4. Royalties with annually recurrent has to be prepaid by the customer based on the due date from the order form.
- 4.5. For license programs, their use by order form is limited on certain quantity units (e.g. number of users), the customer commits themselves concern to carry that the agreed upon quantity units (number of licenses in accordance with purchase order) are not exceeded, otherwise the customer must request an extension of the license. If ancillary licenses are provided, the same is valid regarding the quantity units.

In principle the use of the acquired licenses is given only for internal company purposes of the customer. Use through third party is permitted, if these use on behalf the customer and for its purposes.

An advanced use for instance the passing on of the licenses (license transmission on third party) is not permitted.

- 4.6. Invoicing, terms of payment and deductibility are defined in the general contractual conditions of the AXSOS AG, to which hereby one refers. The AXSOS AG reserves itself the right, the computation period defined in the purchase order according to the material necessity to adapt approximately with server Upgrade with adjustment of the maintenance fees in coordination with the customer accordingly.



5. Termination and warranty

- 5.1. It is valid the regulation between the customer and AXSOS in the order form for cancellation (typically 3 months before the deadline to the maintenance period end) to the report to the AXSOS AG. Earliest possible date for a cancellation is the duration of the contract specified in order from (usually 1 year, can deviating up to 3 years amount to). If none of the two contracting parties should quit the contract, product maintenance extends automatically in each case by further 12 months. This is valid likewise for contracts, where the initial maintenance period was extended (2 or 3 years contract period).
- 5.2. We refer to the in each case valid regulations of the software vendors.
- 5.3. The AXSOS AG refers explicitly to the fact that errors in application software or development tools are not to be excluded after the state of the art.

6. Software-Maintenance and Support

- 6.1. We point to the current valid regulations of the software vendor.
- 6.2. For the provided license material supplied from the vendor (not changeable part of the programs) AXSOS AG provides product support to assist the customer in trouble shooting and resolving. Requisite for this is the reproducibility of the error in the test environments of the AXSOS AG. In close coordination with the product support the customer commits itself to the co-operation, which can mean if necessary also the supply of a complete test environment, if differently the error cannot be diagnosed.
- 6.3. The AXSOS AG refers to the fact that only for product releases, which are currently under software maintenance by the manufacturer (and not due to the Life Cycle are except from maintenance) an obligation to the support exist. This is valid in particular for demanded program corrections, which can be stressed only for the releases standing under maintenance. We refer to the current life cycle and compatibility charts published from the manufacturer.



7. Liability

- 7.1. The AXSOS AG does not stand in direct responsibility and liability for any lack of product, any warranty claims must be directly addressed to the manufacturer.
- 7.2. The AXSOS AG is not responsible for slightly negligently caused damage. Only in exceptional cases, with violation of an obligation from special meaning to the reaching of the contract purpose (cardinal obligation), the liability is limited to 50% of the contract amount. Liability for lost data is limited for recovery from a backup (according to that in practice the respective situation appropriate usual handling).
- 7.3. Generally the liability for staff members of the AXSOS AG is limited to resolution and causing damage through gross negligence.

8. Destruction of license material with notice of termination

- 8.1. We reference the current valid regulations of the software vendor.
- 8.2. Due to a server change (hardware upgrade) the customer commits itself to delete the license programs after migration on the former system.