

General Terms of Licence CIDEON Software GmbH

Last edit: 19.06.2008

1. General

1.1. With installing of this software user accepts the following terms of this licence agreement.

2. Software licence

2.1. The licensed CIDEON Software, the type of central unit or operating system for which it is intended as well as the extent of the licence are subject to the individual agreement. Should the user wish to use the CIDEON Software for a larger number of clients and/or servers (extended use), then CIDEON shall extend the licence based on CIDEON's price list. Each extension of the licence shall be documented in writing.

2.2. Should the user wish to transfer CIDEON Products to a third party, he has to immediately inform CIDEON and report the name and address of the third party. In the course of such transfer no copies of CIDEON Products may remain with the user, and user is obligated to effectively include the third party in his former contractual obligations with CIDEON.

2.3. The user is entitled to produce one backup copy of each purchased program. This backup copy may not be used on any computer or server other than the computer on which the software has been installed. If requested by CIDEON, the user shall inform CIDEON on how he has organized his backup system.

2.4. The user is not entitled to grant sub-licenses of CIDEON Software or to make changes, revisions or software connections with other software or to use CIDEON Software in whole or parts as a template for the development of software by himself or through third parties. CIDEON shall however consent to user amending the software if it has acknowledged in writing not to be in a position to perform the required amendment of the CIDEON Software.

2.5. The parties agree that because of their original character, CIDEON Products enjoy copyright protection and that they contain secret and non-secret know-how. Therefore, copyright notices and other labels referring to CIDEON may not be removed or altered and must always be adopted whenever copies are made. The user is prohibited from translating, redeveloping, decompiling or disassembling the CIDEON Software delivered in object code. If required to assure interoperability of CIDEON Software with other software, CIDEON shall provide the user with necessary information to be used for this purpose only. The operating instructions may not be altered. The user shall assure that the CIDEON Products are not made available to third parties, including companies deemed to be connected with the user according to § 15 of the German Stock Corporation Law (§ 15 Aktiengesetz).

2.6. CIDEON is entitled to implement security measures into the software. This applies to all existing and future software versions. CIDEON shall inform the user on the type of implemented security measures. In case user damages any implemented security measure, his licence automatically expires. User shall be provided with any user code or similar data – if applicable - required to use the Product within three working days

upon request.

2.7. By separate agreement CIDEON may undertake maintenance and service of the licensed CIDEON Software and user documentation and provides support services to the user as provided for in these General Terms of Trade.

3. Expiry of licence

3.1. The licence granted automatically expires if user in breach of contract copies the software or forwards copies of the software to third parties without Cideons prior written consent. The same applies if user is in breach of any essential obligation under the contract.

3.2. In such a case user is obligated to immediately return the software and delete or disable any remaining copies. In addition, user has to furnish Cideon with a list of users provided with copies of the software or the user instruction or that use to his knowledge unauthorised copies of the software. Any licence fee paid by user shall not be returned.

3.3. Without prejudice to further claims for damages provided by applicable law, in cases falling under paragraph 3.1 above, user has to pay to Cideon a penalty of twice the licence fee for every act of violation, but not more than ten times the licence fee.

4. Delivery

4.1. User has to immediately report in writing any damages and losses in the course of delivery, including wrongful and incomplete deliveries.

4.2. User immediately upon receipt has to test the software's operability and report to CIDEON any contingent defects without default. The same applies for any contingent hidden defects. With regard to merchants, §§ 377, 379 of the German Commercial Code (§§ 377, 379 HGB) apply accordingly.