

1. Subject Matter of the License

- 1.1 The subject matter of the license is the developed and/or manufactured software provided to the customer based on the General Terms and Conditions of *Interflex Datensysteme GmbH* (hereafter referred to as Interflex) together with the corresponding program documentation. The exact name of the provided software is specified in the contract or in the order confirmation from Interflex. Software licensed from other providers (third-party software) and made available to the customer by Interflex is subject to the license terms of the respective provider.
- 1.2 In the absence of any other agreement specified in the contract or the order confirmation by Interflex, the customer will receive the software exclusively in object code format on a machine-readable storage medium for self-installation. In addition, the customer will receive a separate storage medium or via e-mail with an authorization file (license code) which is required for the installation of the software as well as for later versions (updates) and software extensions (upgrades). Access to the software modules, for which the customer has obtained the right of use, is controlled via the authorization file. The customer is not authorized to use other software modules, service tools, or sample programs which may be included on the storage medium containing the software.
- 1.3 The software and accompanying program documentation are subject to copyright protection. Interflex reserves all rights to the software including software that has been developed according to customer specifications or in collaboration with the customer. In the absence of a contrary agreement, the customer is not entitled to the source code or the development documentation.

2. Scope of License

- 2.1 The customer receives a permanent (see Para. 3.1), non-exclusive right of use for the software, where the right of use may only be transferred in accordance with Para. 2.7, and the contents and scope of which are delineated by the foregoing General Software License Conditions (hereinafter called "License").
- 2.2 The license entitles the customer to use the software for his/her own operational purposes according to the description in the program documentation provided:
 - a) The customer may install and use the software on the number of computers indicated on Interflex's order confirmation, whereas only the number of installations is of importance, not the number of actual users ("single user license"); or
 - b) The customer may install the software on the number of central data processing units (servers) indicated on Interflex's order confirmation and use the maximum number of single work stations (clients) indicated on the order confirmation to access the software simultaneously ("concurrent user" license).

Use in terms of Para. 2.2 refer to loading, displaying, running, transferring, and storing the software for the purpose of processing the data stored on the customer's system on which the software is installed.

- 2.3 The temporary or permanent transfer of the software to another data processing unit of the customer is only permitted, in cases under Para. 2.2.b), if the central data processing unit on which the software is installed breaks down and thus, significantly effects the course of business within the customer's company. In cases under Para. 2.2.a), the transfer to another computer of the customer implies that the software has been completely removed from the computer on which it was previously installed.
 - 2.4 The customer has the right to make one backup copy of the software, which is to be marked with a copy of the original identification (including the copyright notice). The use of the backup copy or the copies installed on the computers (see Para. 2.2.a)) or central data processing units of the customer (see Para. 2.2.b)) is only permitted if the original storage medium provided by Interflex should fail, be lost, or damaged. With regard to the use of the backup copy, the customer is also bound by these General Software License Terms. Apart from that, the customer is not permitted to duplicate any portion of the software or program documentation without prior written consent from Interflex.
 - 2.5 The customer is not allowed to use the software outside his/her company or for other purposes than his own. Furthermore, the customer is not allowed to provide third parties, who are not affiliated with his/her company, access to the software or hand over the software to third parties – subject to Para. 2.7 – on a temporary or permanent basis. In this context and in the absence of a contrary agreement, third parties also include the customer's regional offices as well as companies associated with the customer's company.
 - 2.6 Without the prior written consent of Interflex, the customer may not: a.) adapt, modify, or translate the software. b.) connect the software to other programs via any other way than via the defined interfaces. c.) retranslate (decompile) the software into any other computer language. d.) remove, circumvent, or change any copy protection technology, program elements that serve Digital Right Management (DRM) technologies, security codes, or characteristics used for the identification of the software. e.) remove information in the software or the program documentation regarding the capacity as producer, copyright, or any other protected right of Interflex. The regulations specified in §§ 69d, Para. 3 and § 69e of the German Copyright Law (UrhG) remain unaffected.
 - 2.7 Provided that the license is granted on a permanent basis (see Para. 3.1), the customer may permanently transfer the right to use the software together with the license and in accordance with these General Software License Terms to a subsequent buyer, provided that the customer does not retain any copies of the software and the accompanying program documentation - whether in parts or as a whole - and refrains from any further use of the software. In case of corporate, package or volume licenses, the right to transfer the license is limited to the transfer of the entire license inventory to a single subsequent buyer; a splitting and transfer of parts of a license inventory to one buyer or more requires the prior written consent of Interflex, which may be subject to the payment of additional suitable license fees. In any case, the right of use of the subsequent buyer shall not commence until Interflex receives a copy of the original order confirmation signed by the customer and the subsequent buyer for the transfer of the software to the customer and these General Software License Terms, including the complete name and/or the company name of the subsequent buyer and its company address. In addition, the customer must assure Interflex in writing that it has deleted or rendered all copies of the software and the related program documentation unusable in another manner after the transfer. Any expenses that may be incurred by Interflex for changing the license shall be paid by the customer.
 - 2.8 Interflex has the right to verify compliance with the provisions herein, in particular with regard to the installation of the software on only one central data processing unit (see Para. 2.2.b)) and the use of the software by the contracted number of authorized users only, by the use of technical means. In case of infringement, Interflex has the right to take technical measures to the point of blocking the program to ensure compliance with these terms.
- 3. Duration of License**
- 3.1 Unless otherwise stipulated in the contract or the order confirmation from Interflex, the license will be granted for an indefinite period, i.e. without a time limitation.
 - 3.2 Independent of the duration of the granted license, Interflex has the right to terminate the license without further notice after previously having warned the customer if the regulations stipulated in these General Software License Terms are violated by the customer, except if the violations and their consequences are minor. There will be no refund of prepaid license fees. Interflex reserves the right to claim damages.
 - 3.3 The customer's right to use the software ends upon expiration of the license, regardless of the legal grounds. The customer is obliged to return all original data storage media containing the software, including backup copies and any other copies of the software stored on separate data media as well as the program documentation, to Interflex and to remove the installed copies of the software from his/her system. The complete return and final deletion is to be confirmed in writing and submitted to Interflex in appropriate form, if requested by Interflex.

4. License Fees

- 4.1 The license fees are based on the scope of usage agreed upon (number of installations and/or users allowed) and result from the contract and/or the order confirmation from Interflex.
- 4.2 Provided that the license is granted on a permanent basis (see Para. 3.1) and in absence of a contrary agreement, a non-recurring license fee is to be paid when the software is handed over to the customer. If the customer wishes to obtain software maintenance services, Interflex offers the formation of a separate maintenance agreement on the basis of the general contract provisions for the maintenance and/or support of systems, software and hardware (General Standard Terms and Conditions for Maintenance) from Interflex. A regular fee is to be paid for the maintenance of the software. The amount of the fee is indicated on a separate maintenance agreement and/or the respective configuration sheets.
- 4.3 The customer is obliged to inform Interflex immediately about changes regarding the scope of use. Interflex is always authorized to monitor the current scope of use by way of technical means according to Para. 2.8. In the event that the changes to the scope of use have an effect on the fees to be paid for the license, the customer is obliged, with effect as of the date of the change, to pay the additional license fees resulting herefrom to Interflex.

5. Right to Check, Self-disclosure, Additional Licensing

- 5.1 The customer shall maintain complete and accurate documentation that provides a clear assessment of whether the customer is using the software in accordance with the provisions of these General Software License Conditions. Interflex is entitled to check the customer's compliance with the license provisions by way of the customer's self-disclosure or to have an independent auditor conduct a check on site. For this purpose, Interflex shall commission an independent auditor who is subject to a special confidentiality obligation.
 - 5.2 The on-site review by an independent auditor shall be announced at least thirty (30) days in advance and shall be conducted during the customer's normal business hours in a way and form that does not adversely affect the normal business activities of the customer. The customer shall promptly provide the independent auditor with any and all information, which the auditor may require to support the audit in an appropriate manner, and with direct access to the systems on which the Software is running.
 - 5.3 As an alternative Interflex may demand the customer to complete Interflex's self-disclosure questionnaire with regard to the software used by the customer and to send it to Interflex within two (2) weeks after receipt. Interflex reserves the right to initiate a review process to be carried out by an independent auditor, as described above under Para. 5.2.
 - 5.4 If the review or self-disclosure reveals an unlicensed use, the customer is obligated to subsequently pay the resulting license fees effective as of the start of the unlicensed use based on Interflex's price list that is valid at the time of the demand to make subsequent payment; in addition to the outstanding license fees the customer is obligated to pay default interests at the statutory rate retroactively as of the start of the unlicensed use. Interflex shall bear the cost of the audit, if it does not show a deviation of five (5%) percent or more; otherwise the customer shall reimburse Interflex for the costs incurred during the audit including the costs of the commissioned auditor. Interflex reserves the right to claim for more extensive damages.
- 6. Obligation to Maintain Secrecy**
- 6.1 The customer shall treat all information received within the framework of the business relationship and beyond the appearance of the software as confidential. This especially refers to information on the methods and procedures used by Interflex as well as to documentation, material and other information pertaining to the software.
 - 6.2 The customer shall be responsible for ensuring secrecy towards third parties, also from his staff members, by making suitable arrangements, in particular regarding the unauthorized access of third parties to the software and the documentation.
 - 6.3 The customer shall store the original data media in a safe place that is protected against unauthorized access and instruct his/her staff to follow the stipulated obligation to maintain secrecy with respect to the software.
- 7. Other Software Terms**
- 7.1 These General Software License Terms also apply to new versions (updates) and software expansions (upgrades) that are handed over to the customer of Interflex after the formation of the contract, especially with the framework of the agreed upon maintenance (see Para. 4.2) provided that no other agreements are made at the time of transfer of the respective new version or upgrade.
 - 7.2 Insofar as these General Software License Terms do not contain any additional or different regulations, the General Standard Terms and Conditions of Interflex, as amended from time to time, apply to the permitted use of the software.