Terms and Conditions „Software"

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CONTENT

Terms and Conditions „Software"
ZeitWert GmbH │ ZeitWert Solutions

Part I: General Terms and Conditions

§1 Scope

1.1 ZeitWert GmbH, Zehntfeldstraße 151 A, 81825 Munich, Germany (hereinafter referred to as "ZeitWert") provides the (i) permanent transfer, (ii) temporary transfer and (iii) support of contractual software to the customer exclusively on the basis of the conditions of these General Terms and Conditions (hereinafter referred to as "General Terms and Conditions").

1.2 These General Terms and Conditions apply exclusively to companies, legal persons under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (hereinafter also referred to as "Customer"). ZeitWert and Customer are hereinafter referred to individually as "Party" and jointly as "Parties".

1.3 Terms and conditions of the customer that contradict or deviate from these General Terms and Conditions shall not apply (even if ZeitWert does not expressly contradict them), unless ZeitWert has expressly agreed to these terms and conditions of the customer in writing.

1.4 The General Terms and Conditions consist of the General Part, the definitions of terms in Part VI and the provisions of Particular Parts (e.g. license conditions for the permanent transfer against one-off payment, license conditions for the temporary transfer of software or contractual conditions for software support or contractual conditions for SW implementation). The General Terms and Conditions apply to all contractual relationships between ZeitWert and the customer. The respective individual contract concluded with the customer regulates which sections of the Particular Part of the General Terms and Conditions are additionally applicable. In the event of contradictory provisions, the following order of precedence shall apply: 1. provisions from the individual contract, 2. provisions from the Particular Part of the General Terms and Conditions, 3. provisions from the General Part of the General Terms and Conditions and the definitions of terms.

§2 Offer and contract conclusion

2.1 Unless otherwise stated in writing on the offer, an individual contract is only concluded through the written confirmation of the order by ZeitWert or with the execution of the order by ZeitWert. Verbal agreements or promises must be confirmed in writing by ZeitWert in order to be effective.

2.2 ZeitWert reserves the right of ownership to the offer documents made available to the customer, such as offers and cost estimates.

§3 Prices, Terms of Payment and Refunds

3.1 All prices are quoted in EURO and net, plus the statutory value added tax at the statutory rate owed in each case as well as any other fees, customs duties and public charges, with the exception of such taxes, fees and charges levied on income and profits of ZeitWert. Costs for dispatch and packaging shall be charged separately.

3.2 All account receivables are due upon invoicing and are payable without deduction within thirty (30) days from the date of invoice. Discounts may only be deducted by special written agreement. The customer shall be in default without a separate request for payment after thirty (30) days from the invoice date and receipt of the invoice. The customer's default in payment shall be subject to the statutory provisions.

3.3 ZeitWert reserves the right in the case of continuous obligations to increase the agreed prices accordingly by observing a notice period of two months in the event of an increase in its own costs. If the price increase exceeds 5% of the original price, the customer is entitled to terminate the contract at the end of the next calendar month after notification of the increase.

3.4 A refund of license, implementation or support fees in case of continuation of the contract (e.g. reduction of the number of users or change of license type) is excluded.

§4 Delivery and transfer of risk

4.1 The contractual software is either sent in digital form on data carriers or only made available online for download. Details are regulated by the offer. In the event of dispatch, this will be to the address of the customer stated in the offer, unless a different delivery address has been agreed. In any case ZeitWert is entitled to make the product documentation available only online on the Internet for download or as a .pdf document by e-mail. The customer must immediately notify ZeitWert in writing of any damage or loss incurred during shipment, incorrect deliveries or incomplete deliveries. Deliveries are made ex works. If the software is made available online for download, the transfer of risk takes place with provision for download and corresponding information of the customer. The costs of the download shall be borne by the customer. ZeitWert does not owe the installation, adaptation, or commissioning of software or the training for it, unless the parties have made a written agreement to this effect.

4.2 Product documentation for the contractual software is provided by ZeitWert in German or English at its own discretion.

§5 Delivery Time, Force Majeure and Partial Deliveries

5.1 Deadlines and dates for deliveries and services shall only be deemed fixed dates if they have been explicitly agreed as such. In the event of delays for which ZeitWert is not responsible, the dates affected by the delay shall be postponed by the time of the delay and a reasonable period for resumption; other claims of the parties shall remain unaffected thereby.

5.2 If ZeitWert is prevented from rendering services in cases of events beyond ZeitWert's sphere of influence or for which ZeitWert is not responsible (hereinafter referred to as 'Force Majeure Event'), such as war, natural disasters, industrial disputes, official orders, ZeitWert is released from its obligation to deliver and perform for the duration of the disruption and a reasonable resumption period. ZeitWert will adequately inform the customer about the Force Majeure event. If an end of the force majeure event cannot be foreseen or if it lasts unreasonably long, taking into account the agreed delivery or performance dates and the mutual interests, and if one party cannot reasonably be expected to adhere to the contract as a result, this party shall be entitled to terminate the individual contract extraordinarily. Further claims of the parties, in particular claims for damages, are excluded.

5.3 Reasonable partial deliveries are also permissible without separate agreement. Each partial delivery shall be deemed an independent transaction.

§6 Place of fulfilment

6.1 For all obligations arising from the contractual relationship, the place of fulfilment shall be ZeitWert's registered office in Munich, unless otherwise specified.

§7 Open Source Software

7.1 For open source software, only the license conditions of the copyright holder on which this software is based apply.

7.2 If relevant, ZeitWert refers to the use of open source software in the product documentation of the licensed software. The customer will download the corresponding open source software - if he needs it - from the Internet himself under the conditions of the copyright holder. If ZeitWert delivers the open source software in exceptional cases, this delivery shall be free of charge and based on the license conditions of this open source software.

§8 Third-party Software

8.1 If the software supplied by ZeitWert also contains third-party software, the customer may use these programs exclusively as an integral part of the total solution supplied. The customer releases ZeitWert from any claims resulting from a breach of this obligation for which the customer is responsible. ZeitWert is entitled to replace the third-party software with similar products, provided that the functionality is essentially retained and that this is reasonable for the customer.

§9 Defects of title and third party property rights

9.1 ZeitWert shall only be liable for the infringement of third party rights by the contractual software or services rendered if the contractual software or services are used by the customer in accordance with the contract, in particular in the contractually provided environment of use. The customer must provide proof of contractual use.

9.2 Should third parties assert claims against the customer in connection with the use of the contractual software or the services provided (e.g. due to copyright infringement, infringement of industrial property rights or claims under competition law), the customer shall inform ZeitWert immediately thereof.

9.3 The customer shall not acknowledge the alleged infringements of industrial property rights and shall either assign ZeitWert or conduct any dispute, including any out-of-court settlements, only in agreement with ZeitWert, at ZeitWert's discretion.

9.4 If the contractual software or services provided by ZeitWert violate the rights of third parties, ZeitWert shall, at its discretion and expense,

a) grant the customer the right to use the contractual software or services or

b) modify the contractual software or services in such a way that they are essentially in accordance with the contract, but no longer infringe the rights of third parties or

c) take back the contractual software or services rendered with reimbursement of the remuneration paid by the customer (less a reasonable compensation for use), if ZeitWert cannot achieve any other remedy with reasonable effort.

The interests of the customer are taken into account appropriately.

9.5 Insofar as the customer himself is responsible for the infringement of property rights, claims against ZeitWert are excluded.

9.6 § 10 of these General Terms and Conditions shall apply mutatis mutandis to claims for damages and reimbursement of expenses.

§10 Liability

10.1 ZeitWert shall be liable to the customer in accordance with the statutory provisions:

a) for intentional or grossly negligent damages caused by ZeitWert or its legal representatives and vicarious agents

b) for damages resulting from injury to life, body or health, for which ZeitWert, its legal representatives or vicarious agents are responsible;

c) in accordance with the Product Liability Act and

d) for expressly assumed guarantees and fraudulently concealed defects.

10.2 ZeitWert shall not be liable for damages caused by slight negligence on the part of ZeitWert or its legal representatives and vicarious agents, unless an obligation has been breached, the fulfilment of which is essential for the proper execution of the contract, the breach of which would endanger the achievement of the purpose of the contract and on the observance of which the customer could regularly rely. This liability is limited in the case of material damage and pecuniary loss to the contractual damage foreseeable at the time of conclusion of the contract.

10.3 Liability for loss of data shall be limited to the typical cost of restoration that would have been incurred if backup copies had been made regularly and in accordance with the risks involved. The customer is responsible for proper data backup.

10.4 Claims for damages expire after one (1) year. The limitation period shall commence at the time specified in § 199 para. 1 BGB (German Civil Code). The shortening of the limitation period shall not apply in the cases specified in § 10.1.

10.5 For claims for reimbursement of expenses and other liability claims of the customer against ZeitWert, the above liability provisions shall apply accordingly.

10.6 The above provisions shall also apply in favor of the institutions (organs), legal representatives, employees and other vicarious agents of ZeitWert.

§11 Confidentiality, data protection and order data processing

11.1 Each party is obliged to treat the Confidential Information of the other party which becomes known in connection with the preparation and execution of the contract as confidential, not to pass it on to third parties and not to use it for purposes other than those of the contract, even after termination of the contract.

11.2 "Confidential Information" means information that an understandable third party would consider worthy of protection (e.g. software (in source and object code); know-how; processes; algorithms; interfaces; product documentation; offers; cost estimates; price lists as well as all product and trade secrets) or that is marked as confidential. This may also include information that becomes known during an oral presentation or discussion.

11.3 The confidentiality obligation shall not apply if the receiving party proves that the information concerned (i) was already known to it before cooperation with the disclosing party was started, (ii) was lawfully disclosed to the receiving party by a third party, in particular without breach of confidentiality obligations, and (iii) was generally accessible, without the receiving party being responsible for such general accessibility or (iv) the receiving party is required by mandatory law or regulation to disclose such information, but only to the extent that such disclosure is required by mandatory law or regulation and the receiving party has promptly notified the disclosing party in writing, to the extent permitted by law, of such obligation and has appealed against such disclosure.

11.4 If ZeitWert collects, processes or uses personal data on behalf of the customer, this is done in accordance with the instructions of the customer and only after conclusion of a corresponding order data processing agreement.

11.5 The contracting parties are aware that electronic and unencrypted communication (e.g. by e-mail) is associated with security risks. With this type of communication, you will therefore not assert any claims based on the absence of encryption unless encryption has been agreed beforehand.

§12 Audit rights

12.1 The customer must notify ZeitWert in writing in advance of any use of the software subject to the contract that goes beyond the contractually agreed scope of use. It requires a separate contract for

the additional scope of use on the basis of the then current Zeit-Wert price list.

12.2 The customer is obliged to prove the proper use of the contractual software once a year by written confirmation.

12.3 Insofar as the customer refuses to provide information and/or in ZeitWert's opinion there is a suspicion of an infringement of a right, ZeitWert is entitled, after giving at least two weeks' advance notice in good time, to check compliance with the contractually agreed restrictions of use at the customer's premises itself or by a third party on site or remotely who is obligated to secrecy. Such an audit shall be carried out during normal business hours and shall not unreasonably impair the customer's business operations.

12.4 The confidentiality interests of the customer as well as the protection of its business operations from impairment shall be taken into account in an appropriate manner. The customer shall cooperate in carrying out the audit in an appropriate manner, in particular by granting the auditor access to its business premises, systems, records and business processes, insofar as this is necessary for proper verification.

12.5 Each Party shall bear its own costs of the audit. If the underpaid fees exceed 5% of the contractually agreed license fees, the customer shall bear the reasonable costs of the audit.

12.6 If the scope of use exceeds the scope of the rights of use granted, the parties shall conclude a contract for the additional use.

12.7 ZeitWert is also entitled to retroactively calculate the additional license and support fees on the basis of the then current price list. The assertion of claims for damages and interest on arrears shall remain unaffected.

§13 Set-off and rights of retention

13.1 The customer is only entitled to offset and retain due claims if Zeit-Wert has expressly agreed in writing or if the counterclaims are undisputed or have been legally established.

§14 Export restrictions

14.1 The products and services supplied may contain technologies and software which are subject to the applicable regulations of the Foreign Trade and Payments Act of the Federal Republic of Germany and the export control regulations of the United States of America or the countries in which the products are supplied or used. The customer shall be responsible for observing the import and export regulations applicable to the deliveries and services, in particular those of the USA. The customer shall handle legal or official proceedings in connection with cross-border deliveries or services on his own responsibility, unless otherwise expressly agreed.

§15 Termination

15.1 The parties are entitled to terminate the individual contract at any time for good cause. An important reason, for extraordinary termination of the individual contract ZeitWert is entitled, in particular, if the customer (i) does not meet his payment obligations even after a reasonable period or (ii) violates license terms.

§16 Final Provisions

16.1 ZeitWert is entitled to name the customer in the context of marketing activities, marketing documents and other publications, in particular publications with advertising content, and to use the customer's logo and brand for this purpose. ZeitWert is also entitled to report on key data of the conclusion of the contract within the framework of the prescribed mandatory publications.

16.2 ZeitWert is entitled to transfer the contract to other group companies in accordance with §§ 15 ff AktG without the consent of the customer, provided that this transfer is not unreasonable for the customer.

16.3 An assignment or transfer of rights and/or obligations from this contract by the customer requires the prior written consent of Zeit-Wert.

16.4 The place of jurisdiction for all disputes in connection with these General Terms and Conditions and the individual contracts concluded under them is Munich (Munich Regional Court I). ZeitWert, however, remains entitled to claim against the customer before another legally competent court.

16.5 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

16.6 Oral collateral agreements or promises do not exist. Late amendments and supplements to the contract as well as notices of termination, reminders and setting of deadlines by the customer must be in writing in order to be effective. This shall also apply to a waiver of this written form requirement. E-mail suffices for this written form.

16.7 Should any provision of these General Terms and Conditions or an individual contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The parties will try to replace the ineffective or unenforceable clause with a clause which comes closest to the common will of the parties at the time of the conclusion of these General Terms and Conditions in trustful discussions.

Part II: Particular Part – License conditions for permanent transfer of SW against one-off payment

§1   Scope

1.1   As far as ZeitWert delivers the copy(s) of the contractual software for permanent transfer against one-time payment (sale), the provisions of this Part II (Particular Part - License Conditions for Permanent Transfer) apply in addition to the General Conditions in Part I.

§2   Rights of use

2.1   The contractual software is protected by copyright.

2.2   If no other intended use has been agreed in the contract, ZeitWert grants the customer with the conclusion of the contract the
- non-exclusive (simple),
- until the complete payment of the price at any time revocable,
- permanent,
- in any hardware and software environment exercisable

right to use the contractual software in accordance with this Part II of the General Terms and Conditions (in Particular Part § 2.4-2.14) and the product documentation, i.e. in particular to store and load it permanently or temporarily, to display and run it. This shall also apply to the extent that copies are necessary for this purpose.

2.3   ZeitWert grants the customer rights of use to new program versions supplied to the customer by ZeitWert in the same type and scope as they exist for the software supplied as the subject matter of the contract.

2.4   The contractual software, which is limited to a certain number of users, may only be used by the number of users specified in the individual contract.

2.5   Unless otherwise agreed, the use of the contractual software is only permitted for own purposes in own business operations. In particular, the customer may not use the software for third parties, e.g. in the context of the provision of services (e.g. by way of an individual call-off, as a service bureau or other types of service).

2.6   If the individual contractual provision grants use by affiliated companies, the customer shall ensure that the associated company complies with the license terms. He shall be responsible for the fault of employees and representatives of affiliated companies to the same extent as for his own fault.

2.7   Without the prior written consent of ZeitWert, the customer is not entitled to make the contractual software or the associated product documentation accessible to third parties in the original or in copy, or to make it available to third parties for use or distribute it by rent. Excluded from the distribution prohibition is the distribution in accordance with the following § 2.9 of this Part II of the General Terms and Conditions.

2.8   It is the customer's responsibility to take appropriate technical and organizational measures to prevent the use of the contractual software beyond its intended use.

2.9   The further distribution of the purchased copies of the contractual software is only permitted if the customer imposes his contractual obligations regarding the content and scope of the rights of use (intended use) on the third party. With the transfer to the third party, the customer is no longer entitled to use the resold copies of the contractual software. All copies of the sold copies of the contractual software not handed over to the third party shall be deleted. Excluded from this are any copies of the contractual software that were created within the framework of data backup in accordance with the order. In addition, the customer is entitled to retain and use one copy exclusively for testing and archiving purposes, unless otherwise agreed.

2.10   The customer is not entitled to edit or otherwise change the software without the prior written consent of ZeitWert. In particular, the decompilation of the contractual software or reverse engineering is strictly prohibited. The customer's statutory minimum rights

of use according to §§ 69d and 69e UrhG remain unaffected. If necessary to achieve interoperability, the customer must first request the necessary information from ZeitWert in writing within a reasonable period of time before decompiling the contractual software. If ZeitWert does not provide the information within the time limit, the customer is entitled to decompilation according to § 69e UrhG.

2.11   The customer is entitled to make a copy of the software subject to the contract for backup purposes. The customer must designate the backup copy as such and clearly designate the company "ZeitWert GmbH" as the rights holder and the designation of the software as such. The copies of the contractual software used for software distribution for intended use or for proper data backup are part of the intended use.

2.12   If the rights of use are limited to a hardware or software environment defined in the individual contract, any use deviating from this requires the consent of ZeitWert. If a hardware or software environment defined in the individual contract is not functional, it may be used in another environment until it is restored, even without ZeitWert's consent.

2.13   The customer undertakes not to convert the contractual software into another code form or to make changes to the code, unless this is permissible under the statutory provisions.

2.14   The granting of rights in these General Terms and Conditions refers only to the contractual software in the object code. The customer shall not be granted any rights to the source code.

§3   Transfer remuneration

3.1   The customer has to pay the transfer remuneration regulated in the individual contract.

§4   Defect rights

4.1   ZeitWert undertakes to deliver the contractual software free of material defects and defects of title.

4.2   Only statements made in the product documentation as well as any additional specification that may exist shall be deemed to be the quality of the software that is the subject matter of the contract. Public statements, promotions and advertisements in e.g. flyers, presentations or websites which deviate from or go beyond this do not represent any contractual description of quality. The customer must ascertain the suitability of the software for his specific purposes on the basis of provider information.

4.3   The customer shall immediately inspect the software subject to the contract for its functionality and for defects and shall immediately notify us in writing of any defects that become apparent. Defects occurring later within the warranty period must be reported by the customer in writing immediately after they are discovered. Notified defects must be described in a comprehensible form.

4.4   Claims for defects by the customer are excluded if the defect is not reproducible or verifiable.

4.5   In case of defects of the contractual software, which cancel or reduce the suitability of the software for the usual or contractually agreed purpose, ZeitWert is obligated, at its discretion, within a reasonable period of time, to subsequent performance by repair or replacement. At ZeitWert's discretion, the rectification may also be affected by delivery of a workaround solution equivalent to its functionalities or a program serving to remedy the defect (e.g. Fix or Service Pack). ZeitWert may also offer a new software version (e.g. Product Release or Product Version) if the defect is remedied by this. The delivery of workarounds, error correction programs or new program versions shall be deemed subsequent performance and these shall be assumed by the customer, provided that the scope of functions remains essentially the same and the assumption is reasonable for the customer. ZeitWert, at least two attempts at rectification shall be permitted in each case. In the event of failure of

the rectification, the customer may at his discretion reduce the purchase price or withdraw from the contract. However, a withdrawal due to an insignificant defect is excluded.

The customer shall also be entitled to these rights if ZeitWert seriously refuses to remedy the defect or if the customer cannot reasonably be expected to remedy the defect.

4.6 Claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability or as a result of defects caused by external or contractually unconditional and other influences uncontrollable by ZeitWert, e.g. use of the contractual software in an unrecommended system environment or on an unrecommended platform in accordance with product documentation. The liability for defects shall lapse if the customer, without ZeitWert's consent, modifies the contractual software or has it modified by third parties, unless the customer can prove that the relevant defects were not caused by this modification and that the modification does not make the correction of defects impossible or unreasonably difficult. The provision of the preceding sentence shall also apply in the event of a connection with third-party hardware and/or software not authorized by ZeitWert as well as in the event of non-contractual and/or improper use of the contractual software.

4.7 In the case of both legal and material defects, a reduction by the customer shall only be admissible if subsequent performance fails. ZeitWert shall be entitled to at least two attempts at subsequent performance.

4.8 If ZeitWert renders services during the troubleshooting or the removal of defects without being obliged to do so, ZeitWert is entitled to demand remuneration in accordance with the current hourly rates. The additional expenditure which ZeitWert incurs due to the fact that the customer does not properly fulfil his obligations to cooperate shall also be reimbursed.

4.9 In the event of defects in the standard software supplied by ZeitWert from other manufacturers, which ZeitWert is unable to eliminate for licensing or factual reasons, ZeitWert shall, at its discretion, assert its defect claims against the manufacturers or suppliers of the standard software for the account of the customer or assign them to the customer. If the claims against the third party cannot be enforced, the customer's claims for defects against ZeitWert regulated in these General Terms and Conditions shall remain valid.

4.10 It is the customer's responsibility to support ZeitWert appropriately in remedying defects, in particular to provide necessary information and to immediately take the necessary action to cooperate.

4.11 For claims for defects or claims for reimbursement of expenses on the part of the customer, the liability provision pursuant to § 10 of the General Part of the General Terms and Conditions shall apply.

4.12 The warranty claims expire after one (1) year, unless ZeitWert fraudulently concealed the defect. The limitation period shall commence at the point in time at which ZeitWert has fulfilled its delivery obligations in full. The shortening of the limitation period shall not apply in the cases specified in § 10.1 of the General Part of the General Terms and Conditions.

4.13 ZeitWert is not responsible for errors in open source software. Warranty claims regarding the Open Source Software used are excluded in relation to ZeitWert.

§5 Customer obligations to protect the software

5.1 The customer is obliged to take appropriate precautions to prevent unauthorized access by third parties to the contractual software and other license material. The delivered original data carriers as well as the security code shall be stored in a place protected against unauthorized access by third parties. Before the destruction, sale or other transfer of machine-readable recording media, data storage media or data processing devices, any information stored therein (in particular the contractual software) must be completely deleted.

Part III: Particular Part – License conditions for temporary transfer of SW

§1   Scope

1.1   As far as ZeitWert delivers the copy(s) of the contractual software available to the customer for use for a limited period of time in the version provided within the scope of the contract, the provisions of this Part III (Special Part - License Conditions for the Temporary Transfer of Software) shall apply in addition to the General Terms and Conditions in Part I

1.2   They do not apply to additional services such as installation, integration, parameterization and adaptation of the contractual software to the needs of the customer.

1.3   Part IV of the General Terms and Conditions (Particular Part - Contract Conditions for SW Support) shall apply to SW Support Services to be agreed separately in writing.

§2   Rights of use

2.1   The contractual software is protected by copyright.

2.2   The contractual software is provided to the customer for the intended use for the period agreed in the individual contract. The scope of the intended use as well as the type and scope of the rights of use result from the individual contract, these General Terms and Conditions as well as the product documentation. If no other agreements on rights of use are made in the individual contract, ZeitWert grants the customer the
- non-exclusive (simple),
- not transferable,
- limited in time and terminable for the term of the individual contract
- worldwide (excluding Canada and USA)

right to use the contractual software in the agreed system environment in accordance with this Part III of the General Terms and Conditions (in particular §§ 2.4-2.13) and the product documentation, i.e. in particular to store and load it temporarily, to display and run it. This shall also apply to the extent that copies are necessary for this purpose.

2.3   ZeitWert grants the customer rights of use to new program versions supplied to the customer by ZeitWert in the same type and scope as they exist for the software supplied as the subject matter of the contract.

2.4   The contractual software, which is limited to a certain number of users, may only be used by the number of users specified in the individual contract.

2.5   Unless otherwise agreed, the use of the contractual software is only permitted for own purposes in own business operations. In particular, the customer may not use the software for third parties, e.g. in the context of the provision of services (e.g. by way of an individual call-off, as a service bureau or other types of service).

2.6   If the individual contractual provision grants use by affiliated companies, the customer shall ensure that the associated company complies with the license terms. He shall be responsible for the fault of employees and representatives of affiliated companies to the same extent as for his own fault.

2.7   Without the prior written consent of ZeitWert, the customer is not entitled to make the contractual software or the associated product documentation accessible to third parties in the original or in copy, or to sublet it for use by third parties or to distribute it.

2.8   It is the customer's responsibility to take appropriate technical and organizational measures to prevent the use of the software that is the subject of the contract beyond its intended use. It is the customer's responsibility to take appropriate technical and organizational measures to prevent the use of the software that is the subject of the contract beyond its intended use.

2.9   The customer is not entitled to edit or otherwise change the software without the prior written consent of ZeitWert. In particular, the decompilation of the contractual software or reverse engineering is strictly prohibited. The customer's statutory minimum rights of use according to §§ 69d and 69e UrhG remain unaffected. If necessary to achieve interoperability, the customer must first request the necessary information from ZeitWert in writing within a reasonable period of time before decompiling the contractual software. If ZeitWert does not provide the information within the time limit, the customer is entitled to decompilation according to § 69e UrhG.

2.10   The customer is entitled to make a copy of the software subject to the contract for backup purposes. The customer must designate the backup copy as such and clearly designate the company "ZeitWert GmbH" as the rights holder and the designation of the software as such. The copies of the contractual software used for software distribution for intended use or for proper data backup are part of the intended use.

2.11   If the rights of use are limited to a hardware or software environment defined in the individual contract, any use deviating from this requires the consent of ZeitWert. If a hardware or software environment defined in the individual contract is not functional, it may be used in another environment until it is restored, even without ZeitWert's consent.

2.12   The customer undertakes not to convert the contractual software into another code form or to make changes to the code, unless this is permissible under the statutory provisions.

2.13   The granting of rights in these General Terms and Conditions refers only to the contractual software in the object code. The customer shall not be granted any rights to the source code.

§3   Transfer remuneration

3.1   The customer has to pay the transfer remuneration regulated in the individual contract.

3.2   ZeitWert has the following right to adjust the price: The remuneration can be increased at the earliest twelve (12) months after conclusion of the individual contract. Further increases may be requested at the earliest after the expiry of twelve (12) months at a time. An increase shall be notified to the customer and shall become effective at the earliest three (3) months after receipt of the notification. The prerequisite for effectiveness is that ZeitWert provides for remuneration as a general list price and also achieves this from other customers. If the conditions for an increase of the remuneration are fulfilled, the customer has the right within the notice period to terminate the contract for the software affected by the increase at the earliest at the time the new prices come into force, if the increase exceeds 5% of the last valid prices.

§4   Defect rights

4.1   ZeitWert will maintain the contractual software in a condition suitable for contractual use during the term of the contract, i.e. guarantee the usability of the contractual software in accordance with the product documentation and any additional specification that may be available.

4.2   Only statements made in the product documentation as well as any additional specification that may exist shall be deemed to be the quality of the software that is the subject matter of the contract. Public statements, promotions and advertisements in e.g. flyers, presentations or websites which deviate from or go beyond this do not represent any contractual description of quality. The customer must ascertain the suitability of the software for his specific purposes on the basis of provider information.

4.3   The customer must report defects in the contractual software immediately after becoming aware of them in writing (if possible using the malfunction report form provided by ZeitWert) or via the hotline offered by ZeitWert, stating the information known to him

and useful for its recognition. Notified defects must be described in a comprehensible form.

4.4 Claims for defects by the customer are excluded if the defect is not reproducible or verifiable. Also excluded is the strict liability of Zeit-Wert for defects of any kind according to § 536a Abs. 1 BGB (German Civil Code).

4.5 In the case of defects in the contractual software, which not only insignificantly eliminate or minimize the suitability of the software for the usual or contractually agreed purpose, ZeitWert is obliged, at its discretion, within a reasonable period of time to restore the contractual condition by repair or replacement. At ZeitWert's discretion, the repair can also be carried out by supplying a bypass solution equivalent to its functionalities or a program serving to remedy the defect (e.g. Fix or Service Pack). ZeitWert may also offer a new software version (e.g. Product Release or Product Version) if this restores the contractual condition. ZeitWert shall be entitled to at least two attempts at subsequent performance. The delivery of workarounds, programs for troubleshooting or new program versions shall be deemed to restore the contractual condition and these shall be taken over by the customer, provided that the scope of functions remains essentially the same and the takeover is reasonable for the customer.

4.6 Warranty claims shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability or as a result of defects caused by external or contractually unconditional and other influences uncontrollable by ZeitWert, e.g. use of the contractual software in an unrecommended system environment or on an unrecommended platform in accordance with product documentation. The liability for defects shall lapse if the customer, without ZeitWert's consent, modifies the contractual software or has it modified by third parties, unless the customer can prove that the relevant defects were not caused by this modification and that the modification does not make the correction of defects impossible or unreasonably difficult. The provision of the preceding sentence shall also apply in the event of a connection with third-party hardware and/or software not authorized by Zeit-Wert as well as in the event of non-contractual and/or improper use of the contractual software.

4.7 If ZeitWert renders services during the troubleshooting or the removal of defects without being obliged to do so, ZeitWert is entitled to demand remuneration in accordance with the current hourly rates. The additional expenditure which ZeitWert incurs due to the fact that the customer does not properly fulfil his obligations to cooperate shall also be reimbursed.

4.8 A reduction of the customer is only possible in the case of undisputed or legally established claims. The customer reserves the right to reclaim overpaid amounts on the basis of the principles of unjustified enrichment such as the above.

4.9 In the event of defects in the standard software supplied by Zeit-Wert from other manufacturers, which ZeitWert is unable to eliminate for licensing or factual reasons, ZeitWert shall, at its discretion, assert its defect claims against the manufacturers or suppliers of the standard software for the account of the customer or assign them to the customer. If the claims against the third party cannot be enforced, the customer's claims for defects against ZeitWert regulated in these General Terms and Conditions shall remain valid.

4.10 It is the customer's responsibility to support ZeitWert appropriately in remedying defects, in particular to provide any necessary information, to cooperate to the best of his ability in error analysis and to immediately perform any other necessary cooperation actions (e.g. - if necessary - granting access to the information technology infrastructure concerned or carrying out the installations in accordance with § 4.11).

4.11 If a program (e.g. workaround, fix, service pack or product release) must be installed in order to remedy the defect, ZeitWert shall transmit this to the customer on a suitable data carrier or make it available to the customer for download online and inform the customer that the program is available for download. The customer must install such programs independently. Required test runs shall be carried out independently by the Customer's technically competent employees. If ZeitWert considers it necessary, the customer permits the presence of one or more ZeitWert employees during the test runs. If necessary, other work with the customer's IT system must be discontinued during the support and servicing work.

4.12 If Teleservice has been agreed, the customer shall provide the necessary technical equipment to the customer and enable access to the system in accordance with the stipulations in a Teleservice Agreement.

4.13 The customer will nominate a central contact person for ZeitWert, who will contact ZeitWert in case of defects and who can make binding declarations and decisions for the customer.

4.14 If the customer does not or not timely and/or sufficiently comply with his necessary duties to cooperate, ZeitWert is released from its obligation to provide concrete remedy of defects.

4.15 For claims for damages or claims for reimbursement of expenses on the part of the customer, the liability provision pursuant to § 10 of the General Part of the General Terms and Conditions shall apply.

4.16 Claims for damages and reimbursement of expenses shall become statute-barred after one (1) year. The limitation period shall commence at the time at which ZeitWert fully meets its delivery obligations. The shortening of the limitation period shall not apply in the cases specified in § 10.1 of the General Part of the General Terms and Conditions.

4.17 ZeitWert is not responsible for errors in open source software. Claims for defects with regard to the Open Source Software used are excluded in relation to ZeitWert.

§ 5 Contract duration, termination and termination effect

5.1 he duration of the provision of the contractual software shall be determined by the individual contract. If no date for the end of the term of transfer is agreed in the individual contract, the transfer of the contractual software concerned may be terminated with a notice period of three (3) months to the end of a calendar month, but at the earliest to the end of a minimum contract term agreed in the individual contract. A different notice period may be agreed in the individual contract.

5.2 The parties are entitled to terminate the individual contract during the rental period for good cause. An important reason, which entitles ZeitWert to terminate the contract, is also present if the customer (i) fails to meet his payment obligations after expiry of a reasonable period of time or (ii) violates license terms. The customer's right of termination pursuant to § 543 para. 2 no. 1 BGB is only permissible in the case of substantial defects and only if substantial defects cannot be remedied despite the setting of a deadline and the corresponding threat or if a remedy of defects is to be regarded as having failed. ZeitWert shall be entitled to two remedy attempts. In the cases of § 543 para. 3 sentence 2 no. 1 and no. 2 BGB (German Civil Code), it is not necessary to set a time limit or to threaten to set a time limit or to allow the defect to be remedied.

5.3 Upon termination of the individual contract for the temporary provision of the contractual software (e.g. upon expiry of the rental period), the customer shall immediately cease using the contractual software and destroy all copies of the contractual software or - at ZeitWert's request - hand over all copies of the contractual software and documentation to ZeitWert. Excluded from this are any copies of the contractual software that have been made within the framework of proper data backup. In addition, the customer is entitled to retain and use one copy exclusively for testing and archiving purposes, unless otherwise agreed. In these cases, the return or destruction shall take place at the end of this period. Upon request,

the customer shall assure ZeitWert in writing that he has complied with the obligations of this part.

5.4   The other statutory provisions shall remain unaffected.

§6   Place of fulfilment

6.1   The place of fulfilment is the customer's, unless otherwise agreed.

§7   Customer obligations to protect the software

7.1   The customer is obliged to take appropriate precautions to prevent unauthorized access by third parties to the contractual software or other license material. The delivered original data carriers as well as the security code shall be stored in a place protected against unauthorized access by third parties. Before the destruction, sale or other transfer of machine-readable recording media, data storage media or data processing devices, any information stored therein (in particular the contractual software) shall be completely deleted.

Part IV: Particular Part – Contract conditions for SW implementation

§1   Scope

1.1   If ZeitWert provides services for software implementation, in addition to the General Terms and Conditions in Part I, the provisions of this Part IV (Particular Part - Terms and Conditions for Software Implementation) shall apply. The subject matter are the services agreed in this Part IV as well as in the individual contract. The individual contract can also come into being when the customer places an order for an offer document of ZeitWert which ZeitWert accepts together with the order confirmation.

1.2   The details of the implementation services (e.g. exact task description, project management, performance time, technical framework conditions and contractual basis for the performance of services) as well as the remuneration to be paid for the implementation services are regulated in the individual contract.

1.3   If the customer makes ZeitWert software available or if ZeitWert has to install the software on the hardware on behalf of the customer, the customer guarantees to be the owner of the licenses and rights required hereunder. The customer exempts ZeitWert from all claims of third parties which are asserted in connection with this service or use.

1.4   If the implementation services are provided on a service contract basis, ZeitWert does not assume any responsibility for a specific service result. This responsibility lies exclusively with the customer.

§ 2   Provision of services

2.1   ZeitWert shall provide its implementation service on its own responsibility to the state of the art recognized at the time of the provision of the service by sufficiently qualified personnel. Unless otherwise agreed, communication with the customer shall be in German or English, as available.

2.2   The parties agree that ZeitWert's employees shall not be integrated into the customer's work organization but shall work independently under the sole supervision of ZeitWert. This shall also apply if a joint team with the customer's employees has to be formed due to the particularities of the implementation services. All communication between the customer and ZeitWert employees must take place via the central contact person of ZeitWert named in the individual contract. Only the latter has the right to issue instructions to ZeitWert employees (in particular with regard to the location, time and content of the contractual services or disciplinary measures). This shall also apply if the services are provided on the customer's premises.

2.3   Each party is entitled to exchange its central contact person at any time by written notification to the other party (e-mail sufficient). ZeitWert reserves the right to replace employees named in the offer or contract documents who are used for the provision of services, if any, after notification of the customer by employees with comparable qualifications and experience.

2.4   ZeitWert may use subcontractors for the provision of services.

§3   Change Request

3.1   Either party may at any time propose a change to the content and scope of the agreed Implementation Services (hereinafter referred to as "Change Request"). Change Requests must be submitted in writing to the central contact person of the other party.

3.2   The proposal must contain at least the following information: (i) objective specification of the change request; (ii) justification in functional and technical respects; (iii) expected effects on the time and schedule (and on any agreed milestone plan) and (iv) effort estimate including the effort incurred and still to be incurred for the review of the change request and the implementation of the change request procedure.

3.3   ZeitWert will not refuse to execute a change request without good reason. Substantial reasons are, for example, if ZeitWert is of the opinion that (i) the success of the implementation services would be jeopardized as a result of the execution; (ii) the change request is either not technically feasible or involves unreasonable effort or (iii) the resources required to carry out the change request are not freely available for ZeitWert.

3.4   The customer can reject change requests of ZeitWert without giving reasons. If he rejects change requests against the recommendation ZeitWert, he assumes responsibility for the consequences resulting from the rejection. This does not affect the contractually agreed performance obligations of ZeitWert.

3.5   Change Requests only become effective upon signing a written agreement which contains the changes associated with the execution of the Change Request (in particular with regard to the content and scope of the service, the schedule and schedule (and any agreed milestones) as well as the remuneration). ZeitWert will continue the work on the basis of the existing individual contract until the changes have been agreed in writing.

§ 4   Customer obligations

4.1   The customer shall ensure that he fulfils all cooperation obligations necessary for the implementation services on time and free of charge.

4.2   The customer shall designate a central contact person for ZeitWert who can make binding declarations and decisions for the customer in relation to ZeitWert. In addition, the customer's central contact person is responsible for establishing contacts to the specialist functions and other persons involved in the implementation project.

4.3   The customer shall provide ZeitWert with the necessary information and documents from his sphere in good time and, if necessary, specify them in concrete terms.

4.4   The customer shall provide ZeitWert with the access to systems, equipment, computer programs and IT systems required for the proper provision of services as well as with the necessary work rooms and equipment. The same applies to test plans and data as well as any necessary test environment.

4.5   If on-site services have been agreed, the customer shall grant ZeitWert employees access to its premises and the information technology infrastructure available there in good time, insofar as this is necessary for providing the implementation services and the legal and agreed personal requirements (e.g. security checks in accordance with the Security Inspection Act - SÜG) have been fulfilled.

4.6   It is the customer's responsibility to regularly back up his data with the care of a prudent businessman. In particular, he shall carry out a complete data backup of all system and application data immediately before each installation and/or other intervention by ZeitWert or by third parties commissioned by ZeitWert. The data backups must be stored in such a way that it is possible to restore the backed up data at any time.

4.7   Obligations to cooperate are essential duties of the customer. If the customer does not meet his obligations to cooperate or does not do so on time and/or sufficiently, the dates affected by the delay (including milestones) shall be postponed by the time of the delay and a reasonable resumption period. Any additional expenditure caused thereby shall be reimbursed by the Customer in addition to the agreed remuneration on the basis of the agreed daily rates (or, if not agreed in the individual contract, the average daily rate for the project). ZeitWert can submit an offer to the customer to perform these services himself instead of the customer. Other claims of the parties remain unaffected.

§5 Acceptance

5.1 Completed work must be accepted. Services, in particular consulting and support services within the framework of implementation, are not accessible as services for acceptance, unless the need for acceptance of the service is expressly determined. In the individual contract partial results can be defined, which are accepted separately. Accepted partial results serve as a basis for the continuation of the work and are not covered by any right to withdraw from the contract.

5.2 ZeitWert shall make the work performance available to the customer for acceptance after completion. Unless otherwise agreed, the customer shall accept services provided for acceptance without delay, but at the latest within five (5) working days, if the services provided have no defects that prevent acceptance.

5.3 For the implementation services to be provided on the basis of a contract for work and services, the parties shall agree on the course and scope of the acceptance test in the individual contract. For the performance of the acceptance test, the customer shall provide test data in good time before the provision of the service in the formats specified by ZeitWert. ZeitWert is entitled to participate in the acceptance test and to inspect the actual results.

5.4 Defects preventing acceptance are only malfunctions preventing and obstructing operation in accordance with § 3.1.1 or § 3.1.2 of Part V of these General Terms and Conditions. Slight disruptions pursuant to § 3.1.3 of Part V of these General Terms and Conditions shall not prevent the acceptability of the service, but shall be remedied within the scope of the defect claims. They shall be recorded as defects in the written acceptance declaration.

5.5 The parties shall assign the deviations found during the acceptance test to the fault classes by mutual agreement. The customer shall document the result of the acceptance test, including any defects that may have occurred and their classification, in a final acceptance report within the acceptance period. If the customer has rightly refused acceptance, ZeitWert will remedy the documented defects that prevent acceptance. The necessary parts of the acceptance test shall then be repeated.

5.6 Services shall be deemed to have been accepted if the customer begins with their productive use of the software or has not handed over a list of defects within the agreed period and a grace period of one (1) week set by ZeitWert in which at least one defect preventing acceptance is specified.

5.7 If acceptance is excluded due to the nature of the service, acceptance shall be replaced by performance of the service.

§ 6 Remuneration

6.1 The customer shall pay the implementation fee agreed in the individual contract. Unless otherwise agreed in the individual contract, the remuneration for implementation services shall be calculated on a time and material basis and shall be payable monthly in arrears for the services rendered in the respective month. ZeitWert may refuse the performance of the contractual services and retain services if and as long as the customer is in default with the payment of the implementation services.

6.2 Services outside the agreed scope of services or subject matter of the contract shall be remunerated separately by the customer. The applicable daily rates of ZeitWert shall apply. The foregoing shall also apply to services rendered due to incorrect or incomplete data of the customer, not verifiable notices of defects, improper system use or breach of duty of the customer.

6.3 Unless otherwise stipulated in the individual contract, travel times, travel expenses and incidental costs shall be paid separately according to expenditure. Waiting times of ZeitWert for which the customer is responsible shall be remunerated in the same way as working times. However, ZeitWert must be credited for what it saves by not providing its services or acquires or maliciously refrains from acquiring through other use of its services. The payment of a remuneration according to expenditure presupposes proof signed by ZeitWert of the services and the further asserted costs.

6.4 Unless otherwise agreed, no more than one daily rate shall be paid per employee per calendar day. An agreed daily rate can only be invoiced if at least eight hours have been worked. If less than eight hours are worked per day, these shall be invoiced on a pro rata basis. If an hourly rate has been agreed, any hours commenced shall be remunerated pro rata.

6.5 If the contract ends prematurely, ZeitWert is entitled to the remuneration corresponding to the services rendered up to the end of the contract. If the customer cancels a contract for work and services properly, § 9.3 of Part IV of the General Terms and Conditions shall apply.

§7 Rights of use

7.1 ZeitWert grants the customer rights of use to the copyrighted works which ZeitWert has created specifically for the customer within the framework of the implementation services and which are required for the contractual use of the contractual software, in the same manner and to the same extent as they exist for the contractual software supplied (cf. in particular §§ 7 and 8 of Part I and § 2 of Part II or Part III of these General Terms and Conditions.

7.2 The rights to existing materials or solutions, including changes and additions made to them (hereinafter referred to as "ZeitWert Implementation Tools") shall remain with ZeitWert. Insofar as ZeitWert implementation tools are incorporated into work results, the rights of use granted to the customer only include the usage actions required for contractual use. An isolated use of the ZeitWert implementation tools is excluded.

7.3 ZeitWert is entitled, while maintaining its confidentiality obligations, to use without restriction the work results created within the framework of the implementation services, including the know-how acquired during the implementation of the project, in particular the concepts, procedures, methods and interim results on which the work results are based.

Insofar as results arise within the framework of ZeitWert's implementation services which are patentable or otherwise patentable, ZeitWert reserves the right to file a corresponding patent application in its own name and for its own account. In this case ZeitWert will grant the customer the rights necessary for the contractual use of the contractual software. This industrial property right license is settled with the contractually agreed remuneration.

§8 Defect rights

8.1 The customer shall notify defects in writing immediately after discovery and describe them in concrete terms. For defects in title of the implementation services, § 9 of Part I of these General Terms and Conditions shall apply.

8.2 The liability provision according to § 10 of Part I of these General Terms and Conditions shall apply to claims for damages or claims for reimbursement of expenses by the customer.

8.3 Warranty claims due to defects in the implementation services expire after one (1) year, unless ZeitWert fraudulently concealed the defect. In the case of services rendered on the basis of a contract for work and services, the statute of limitations shall commence upon acceptance. In the case of partial performance, the limitation period shall commence upon acceptance of the partial performance concerned. In the case of services rendered on a service contract basis, the limitation period shall commence at the point in time at which ZeitWert has fulfilled its respective service obligations in full. Any commercial obligations of the customer to give notice of defects shall remain unaffected. The shortening of the limitation

period shall not apply in the cases specified in § 10.1 of the General Part of the General Terms and Conditions.

8.4 If ZeitWert renders services during the troubleshooting or correction of defects without being obliged to do so, ZeitWert is entitled to demand remuneration in accordance with the current hourly rates. The additional expenditure which ZeitWert incurs due to the fact that the customer does not properly fulfil his obligations to cooperate shall also be reimbursed.

8.5 If implementation services are provided on the basis of a contract for work and services, the following additionally applies:

8.5.1 In the case of defects in the implementation services which cancel or reduce the suitability of these for the usual or contractually agreed purpose, ZeitWert shall, at its discretion, first be obliged to remedy the defect within a reasonable period of time by remedying the defect. At ZeitWert's discretion, the rectification may also be affected by delivering a bypass solution equivalent to its functionalities or a program serving to remedy the defect (e.g. Fix or Service Pack). ZeitWert may also offer a new software version (e.g. Product Release or Product Version), provided that the defect in the implementation service is remedied by this. The delivery of workarounds, error correction programs or new program versions shall be deemed subsequent performance and these shall be assumed by the customer provided that the scope of functions is essentially retained and the assumption is reasonable for the customer. ZeitWert, at least two attempts at rectification shall be permitted in each case. In the event that the rectification fails, the customer may, at his discretion, reduce the implementation fee or withdraw from the contract. Withdrawal due to an insignificant defect is, however, excluded.

8.5.2 The customer is also entitled to these rights if ZeitWert seriously refuses to remedy the defect or if the customer cannot reasonably be expected to remedy the defect.

8.5.3 Warranty claims shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability or as a result of defects arising from external or contractually not presupposed and other influences not controllable by ZeitWert, e.g. use of the contractual software in an unrecommended system environment or on an unrecommended platform in accordance with product documentation or changes made by the customer (unless the customer proves that the defect is not attributable to the change).

8.5.4 Replacement is excluded.

8.5.5 It is the responsibility of the Customer to provide reasonable support ZeitWert in remedying defects, in particular to provide information required free of charge and to cooperate without delay.

§9 Term and termination

9.1 If the Implementation Services are performed on a service contract basis, either party may terminate the Service Contract for the Implementation Services at any time by giving two (2) weeks written notice (i) at the end of the month or - if individual payment milestones have been agreed - (ii) at the next payment milestone, unless otherwise agreed.

9.2 If the Implementation Services are performed on a contract for work and services basis, either party may terminate the contract for work and services relating to the Implementation Services at any time by giving four (4) weeks' written notice to the end of the month or periodically, unless otherwise agreed.

9.3 If the customer properly terminates a contract for work and services, Zeit-Wert shall be entitled, in place of the remuneration in accordance with the rules of § 648 S., to terminate the contract for work and services in writing. 2 BGB that the customer (i) remunerates all work performed up to the premature termination of the contract on the basis of the agreed daily rates (or, if these were not agreed in the individual contract, the average daily rate under the contract for work and services) even if a fixed price or an upper price limit has been agreed and (ii) additionally pays a flat rate of 40 % of the part of the total remuneration for the implementation services originally agreed or expected at the time of the conclusion of the contract that is attributable to the services no longer to be performed due to the termination. The customer shall be entitled to prove higher saved expenses, the agreed flat rate shall be reduced accordingly.

9.4 The right of both parties to extraordinary termination for good cause remains unaffected.

Part V: Particular Part – Contract conditions for SW support

§1 Scope

1.1 If ZeitWert provides software support services, in addition to the General Terms and Conditions in Part I, the provisions of this Part IV (Particular Part – Contract Conditions for Software Support) shall apply. The subject matter are the support services of ZeitWert for the contractual software produced by ZeitWert agreed in this Part IV, unless otherwise agreed in the individual contract. The software support services do not refer to any open source software used or any third-party software.

1.2 Unless expressly agreed otherwise in the individual contract, Zeit-Wert shall provide its support services on the basis of the service contract and at the state of the art recognized at the time of the provision of the service.

1.3 The support for the software is basically limited to the current, released product release (program status). ZeitWert informs the customer of the release of a new product release at an appropriate time in advance. The end of the support obligation for the previous product release is determined by ZeitWert at the same time as the announcement of the new product release. In this transition period between the release of a new product release and the end of the support obligation for the previous product release, the support obligation for the previous release is limited to error corrections. The development of new functionalities or the support of new system releases of third parties for the previous product release is not provided.

1.4 The obligation to support by ZeitWert presupposes that the respective program is installed on a platform which has been released by ZeitWert and which is still being maintained by the manufacturer of the platform at the time of notification of the malfunction in relation to ZeitWert within the framework of the general support period for this platform. Individual support agreements between the manufacturer of the platform and the customer which extend beyond the general support period shall not be taken into account. The obligation to support the software shall not apply if the customer or a third party has made changes to the software which is the subject of the contract and which have not been previously approved by Zeit-Wert.

1.5 Services not covered within the scope of the software support agreement are all services beyond those listed in the individual contract and under 2.1-2.3, e.g.:
- 24-hour hotline beyond the agreed service times (including contact persons at any time of day or night),
- Support of the customer during the installation of the contractual software,
- Support of customer-specific adaptations,
- Training,
- Individual adaptation of the contractual software to new customer requirements,
- New modules for the contractual software, which ZeitWert distributes after the transfer of the contractual software,
- Data conversion from old to new data versions and conversion to other formats,
- Creation of courses and routes in the contractual software
- Migration of data and/or courses and
- On-site support at the customer's premises.

Services not covered by this Part IV shall require a separate (chargeable) agreement between the Parties.

§2 Type and scope of support services

2.1 Provision of new program versions

2.1.1 Insofar as the provision of new program versions has been agreed, this shall take place immediately after the program version of ZeitWert has been released. This obligation applies to all new program versions unless otherwise agreed. The number and time of the release of a new program version shall be at the discretion of ZeitWert.

2.1.2 ZeitWert always grants the customer the rights to new program versions that exist for the previous version of the contractual software or the previous program version.

2.1.3 However, parallel use of new and old program versions is only permissible to the extent that this does not result in the agreed rights of use being exceeded in their entirety. If ZeitWert is obliged to provide a new program version, this obligation shall also be fulfilled if the customer does not use the new program version.

2.1.4 The customer is entitled to make a copy of new program versions for backup purposes.

2.2 Resolution of Incidents
If incident resolution has been agreed, ZeitWert shall take the necessary measures. At the request of the customer, ZeitWert will provide information about this at reasonable intervals.
Within the scope of the obligation to provide a workaround, the customer can generally not demand any intervention in the object or source code of the contractual software.
In principle, the obligation to resolve the incident presupposes that the incident is reproducible or can be demonstrated using handwritten or machine-recorded output.

2.2.1 Unless otherwise agreed, a new program version shall be adopted by the customer if it serves to eliminate faults. The customer shall not be obliged to adopt a new program version if this cannot be reasonably expected of him because the new program version deviates significantly from the agreed execution.
If the customer does not adopt a new program version for this reason, ZeitWert will propose a different solution at the customer's request, if such a solution is possible and reasonable.

2.2.2 If the customer has caused an incident intentionally or through gross negligence and if a lump-sum payment has been agreed for the support, ZeitWert can demand an appropriate payment from the customer for the resolution of the incident.

2.2.3 In the case of demonstrably unfounded reports of incidents, which are, for example, attributable to an operating error or the use of ZeitWert due to a incident or for a service which is excluded under this Part IV of the General Terms and Conditions, ZeitWert is entitled to charge the customer for the services at the current hourly rates.

2.3 Hotline

2.3.1 If the provision of a hotline has been agreed in the individual contract and no deviating provisions are found in the individual contract, ZeitWert shall record telephone incident reports, if incident resolution has been agreed, and, if agreed, questions on the use of the contractual software via this hotline. ZeitWert will, as far as possible and reasonable for ZeitWert, remedy the reported incident by telephone instructions or, if agreed, by Teleservice during the telephone call. and, if agreed, answer questions on the use of the contractual software. If this is not possible within a reasonable period of time, ZeitWert shall be obliged,
- otherwise clarify the use questions and submit the answers by telephone or e-mail; or
- to forward the incident report for incident resolution within his support organization. If no incident resolution has been agreed pursuant to § 2.2, ZeitWert shall submit to the customer an offer for incident resolution on the basis of the agreed remuneration or, if no such remuneration has been agreed, on reasonable terms.

2.3.2 ZeitWert will only use personnel for the hotline who are qualified to record and clarify the incident report for the first time. Unless

otherwise agreed, the hotline is to be staffed in German or English according to availability.

2.3.3 Unless otherwise agreed, the use of automated speech dialog systems (Interactive Voice Response Systems, IVR) is permitted. Outside the service hours or in the event of an increased number of services on the hotline which exceeds the number of free hotline employees, ZeitWert is entitled to initially record the fault messages by means of an answering machine.

2.3.4 Each party shall bear its own telecommunications costs.

§3 Incident classification

3.1 Unless otherwise agreed in the individual contract, a distinction is made between the following three incident classes:

3.1.1 A disruption preventing operation exists if the use of the contractual software is impossible or severely restricted.

3.1.2 An operational disruption exists if the use of the contractual software is considerably restricted.

3.1.3 A slight disruption exists if the use of the contractual software is possible without or with insignificant restrictions.

§4 Service and response times

4.1 If no service times have been agreed, the periods from Monday to Thursday from 9:00 a.m. to 5:00 p.m. and Fridays from 9:00 a.m. to 4:00 p.m. (with the exception of public holidays at the registered office of ZeitWert) shall be regarded as service times.

4.2 If no reaction times have been agreed, support services must be commenced immediately after receipt of the corresponding notification or occurrence of the agreed event within the agreed service times.

4.3 In the case of support services under a time and material contract, a declaration of how production is to be carried out shall suffice to meet the deadline, e.g. in the case of rectification of an incident, a declaration of operational readiness.

§5 Personnel of ZeitWert and subcontractors

5.1 ZeitWert provides the service through sufficiently qualified personnel. Unless otherwise agreed, communication with the customer shall take place according to availability in German or English.

5.2 ZeitWert may use subcontractors for the provision of services.

§6 Remuneration

6.1 The customer pays the software support remuneration agreed in the individual contract annually in advance. Unless otherwise agreed, the remuneration for support services remunerated according to cost is payable monthly in arrears. ZeitWert may refuse to perform the contractual services if and as long as the customer is in default with the payment of the software support remuneration.

6.2 If the customer has allowed the support agreement to expire and wishes to resume support at a later point in time, ZeitWert is entitled to resume support only if the customer pays a fee that corresponds to the remuneration that would have been due if the support services had been taken without interruption. ZeitWert is also entitled to resume support only under the condition that the customer acquires a hardware or software update subject to a charge, insofar as this is necessary for resuming support.

6.3 If remuneration according to expenditure has been agreed in the individual contract for a support service, the following shall apply:

6.3.1 The remuneration according to expenditure is the remuneration for the expenditure of time, unless otherwise agreed. Travel times, travel expenses and ancillary costs shall be reimbursed separately according to expenditure. Waiting times of ZeitWert for which the customer is responsible are remunerated in the same way as working hours. However, ZeitWert must allow itself to be credited for what it saves by not rendering its services or acquires or maliciously refrains from acquiring through other use of its services. The payment of a remuneration according to expenditure presupposes evidence undersigned by ZeitWert about the services and the further asserted costs.

6.3.2 Unless otherwise agreed, ZeitWert shall submit a cost estimate based on the prices agreed in the individual contract within a reasonable period of time in the case of remuneration based on expenditure. In addition, the type and scope of the services as well as planned execution deadlines must be specified. If the preparation of the cost estimate requires more than just insignificant expenses, these shall be remunerated separately. The customer shall immediately accept or reject the offer.

6.3.3 Unless otherwise agreed, no more than one daily rate shall be paid per employee per calendar day. An agreed daily rate can only be invoiced if at least eight hours have been worked. If less than eight hours are worked per day, these shall be invoiced on a pro rata basis. If an hourly rate has been agreed, any hours commenced shall be remunerated pro rata.

6.4 Unless otherwise agreed, Zeit-Wert has the following right to adjust prices: An increase in remuneration may be announced for the first time 12 months after the commencement of performance under the individual contract; further increases may be announced at the earliest 12 months after the previous increase becomes effective. An increase becomes effective three months after the announcement. The increase must be reasonable and not contrary to the market trend relevant to the service and may not exceed 5% of the remuneration applicable at the time of the announcement of the increase.

§7 Customer obligations

7.1 The customer shall ensure that he fulfils all cooperation obligations necessary for the support services in good time and free of charge.

7.2. The customer is obliged to cooperate to the best of his ability in the fault analysis.

7.3 If a program (e.g. workaround, fix, service pack or product release) must be installed in order to remedy the incident, ZeitWert shall transmit this to the customer on a suitable data carrier or make it available to the customer for download online and inform the customer that the program is available for download. The customer must install such programs independently. He is obliged to install the provided software, unless this is unreasonable for him. Required test runs shall be carried out independently by technically competent employees of the customer. If ZeitWert considers it necessary, the customer permits the presence of one or more ZeitWert employees during the test runs. If necessary, other work with the customer's IT system shall be discontinued during the support and servicing period.

7.4 The customer shall provide ZeitWert with the necessary information and documents from his sphere in good time. If on-site services have been agreed, the customer shall grant ZeitWert employees access to his premises and the information technology infrastructure available there in good time and shall hand over the documentation available to him in good time, in each case to the extent that this is necessary for the provision of the service and the legal and agreed personal prerequisites (e.g. security audits in accordance with the Security Audit Act - SÜG) have been fulfilled. If the customer does not, not in time or incompletely comply with his cooperation services despite ZeitWert's request, ZeitWert may make an offer to provide these services itself instead of the customer. Other claims of ZeitWert remain unaffected.

7.5 The customer has to report incidents or defects by stating the information known to him and useful for their recognition. If no other form of incident reporting has been agreed, the customer will generally report the incident via the hotline or on a form provided by ZeitWert. Within the bounds of reasonableness, he shall take the

measures that enable the incident or defect to be identified and analyzed, e.g. by providing the technical information available to him in good time.

7.6 If Teleservice has been agreed, the customer shall provide the necessary technical equipment to the customer and enable access to the system in accordance with the stipulations in a Teleservice Agreement.

7.7 The customer will designate a central contact person for ZeitWert, who will contact ZeitWert in the event of incidents and who will be able to make binding declarations and decisions for the customer.

7.8 Obligations to cooperate are essential obligations of the customer. If the customer does not fulfil his obligations to cooperate or does not fulfil them on time and/or to a sufficient extent, ZeitWert is released from its obligation to provide the specifically requested support service.

§8 Defect rights

8.1 For claims for damages or claims for reimbursement of expenses on the part of the customer, the liability provision pursuant to § 10 of the General Part of the General Terms and Conditions shall apply.

8.2 The warranty claims due to defects in the care service expire after one (1) year, unless ZeitWert fraudulently concealed the defect. The limitation period shall commence at the time at which ZeitWert fully meets its respective performance obligations. The shortening of the limitation period shall not apply in the cases specified in § 10.1 of the General Section of the General Terms and Conditions.

8.3 If ZeitWert renders services during the troubleshooting or the removal of incidents without being obliged to do so, ZeitWert is entitled to demand remuneration in accordance with the current hourly rates. The additional expenditure which ZeitWert incurs due to the fact that the customer does not properly fulfil his obligations to cooperate shall also be reimbursed.

8.4 The liability for defects shall lapse if the customer changes the software subject to the contract or has it changed by third parties without ZeitWert's consent, unless the customer proves that the relevant defects were not caused by this change and that the confirmation of defects is not rendered impossible or unreasonably difficult by the change. The provision of the preceding sentence shall also apply in the event of a connection with third-party hardware and/or software not authorized by ZeitWert as well as in the event of non-contractual and/or improper use of the contractual software.

8.5 If support services are provided on the basis of a contract for work and services and if new program versions are delivered within the scope of support, the following shall also apply:

8.5.1 In the event of incidents in the support service under the time and material contract or in new program versions which cancel or reduce the suitability of these for the usual or contractually agreed purpose, ZeitWert shall be obliged, at its discretion and within a reasonable period of time, first to resolve the incident by repair or replacement. At ZeitWert's discretion, the rectification may also be affected by delivery of a bypass solution equivalent to its functionalities or a program serving to remedy the incident (e.g. Fix or Service Pack). ZeitWert may also offer a new software version (e.g. Product Release or Product Version) if the incident is remedied by this. The delivery of workarounds, error correction programs or new program versions shall be deemed subsequent performance and these shall be assumed by the customer provided that the scope of functions is essentially retained and the assumption is reasonable for the customer. ZeitWert, at least two attempts at rectification shall be permitted in each case. In the event that the repair fails, the customer may, at his discretion, reduce the support fee or withdraw from the contract. Withdrawal due to an insignificant incident is, however, excluded.

The customer shall also be entitled to these rights if ZeitWert seriously refuses to remedy the incident or if the customer cannot reasonably be expected to remedy the incident.

8.5.2 Warranty claims shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability or as a result of incidents caused by external or contractually unconditional and other influences uncontrollable by ZeitWert, e.g. use of the contractual software in an unrecommended system environment or on an unrecommended platform in accordance with product documentation.

8.5.3 A substitute performance is excluded.

8.5.4 It is the customer's responsibility to support ZeitWert appropriately in remedying incidents, in particular to provide necessary information and to immediately take the necessary action to cooperate.

§9 Term and termination

9.1 If no end of the respective term is agreed in the individual contract, it may be terminated in whole or in part with a notice period of six (6) months to the end of a calendar month, but at the earliest at the end of a minimum contract term agreed in the individual contract. A different period of notice may be agreed in the individual contract.

9.2 The right of both parties to extraordinary termination for good cause remains unaffected.

Part VI: Definitions of terms

Ancillary costs
Expenses of ZeitWert that are necessary for the provision of services and are not travel expenses.

Contractual software
The software specified in the respective individual contract is the software that is the subject of the contract.

Data backup (proper)
Data backup includes all technical and / or organizational measures to ensure the availability, integrity and consistency of the systems, including the data, programs and procedures stored on these systems and used for processing purposes. Proper data protection means that the measures taken, depending on the data sensitivity, enable an immediate or short-term restoration of the state of systems, data, programs or procedures after a recognized impairment of availability, integrity or consistency due to a damaging event; the measures include at least the production and testing of the reconstruction capability of copies of the software, data and procedures in defined cycles and generations.

Data loss
Loss (deletion) or loss of integrity and consistency of data.

Fix
A fix refers to the update of a product release to correct one or more errors. A fix usually does not contain any functional enhancements or changes to the product release. However, it is not possible to completely exclude functional enhancements or changes to product functions using fixes.

Flat fixed price
Unilaterally unchangeable total remuneration owed for the support service, unless a separate, possibly flat-rate remuneration has been agreed for individual services. Material costs, travel times, travel expenses, ancillary costs are included in the fixed price.

Incident
Impairment of the suitability of the software subject to the contract or the support service for the contractually agreed or, if no such agreement exists, for the presumed or otherwise normal use.

Individual contract
Individual contract refers to a contract between ZeitWert and the customer for licenses, support or services.

Open source software
Open source software within the meaning of these General Terms and Conditions is open source software components from other manufacturers which may be copied, distributed, used as well as modified and distributed in modified form in compliance with the respective conditions of the open source license.

Operating platforms (third-party platforms)
Operating platforms are defined as the underlying execution environments of a product. Such operating platforms can be computer operating systems as well as application servers and runtime environments. To determine the respective operating platform, please refer to the individual section of the product documentation where the installation requirements are described.

Parametrization
The individual adaptation of software, mostly standard software, to user requirements by setting the attributes within the software.

Patch
Temporary correction of a defect and/or an incident in the standard software without intervention in the source code.

Product generations
The introduction of a new product generation legally and functionally represents the introduction of a new, independent product which only has a thematic connection with its predecessor generation (in the sense of the task, e.g. "user provisioning" or "role modelling"). The delivery and support of a new product generation requires the conclusion of a new contract. Existing license or support agreements for a previous generation do not entitle the customer to the delivery or support of a new product generation.

Product release
A product release is a fully installable version of a product. A release contains both functional enhancements and bug fixes compared to its release predecessor. Releases follow the notation product name x.y, where x stands for the major release version and y for the minor release version. The decision as to whether a release upgrade is executed as a minor release upgrade (x.y.+1) or a major release upgrade (x+1.1) is determined individually and subjectively by ZeitWert depending on the degree of change. Within the framework of the general terms and conditions, no distinction is made between the two cases, i.e. a minor or major release change is treated in the same way.

Program level
Generic term for patch, update, upgrade and new release(s).

Reaction / response time
Period of time within which ZeitWert is to begin troubleshooting. The period begins with the receipt of the corresponding notification within the agreed service times and runs exclusively during the agreed service times. If a notification is received outside the agreed service times, the response time begins with the start of the next service time.

Release/Version
New development stage of a standard software which differs considerably in the functional and/or data spectrum from the previous release or version (e.g. change of the version number from version 1.3.5 to 2.0.0).

Remote access
Remote access (remote access) means the possibility of accessing the contractual software directly from a remote location as well as the customer's IT systems - to the extent required for troubleshooting. The aim of the access is activities within the scope of software support / incident analysis. Remote access is a type of teleservice.

Resolution time
Period of time within which ZeitWert must successfully complete the incident rectification. The period begins with the receipt of the corresponding notification within the agreed service periods and runs exclusively during the agreed service periods. If a notification is received outside the agreed service times, the recovery time begins with the start of the next service time.

Reverse Engineering
Procedure for extracting the source code from an existing software by decompiling or analyzing the structures, states and behaviors.

Service time
Times during which the customer is entitled to contractually owed services by the ZeitWert.

Software Installation (Installation)
To bring about the executability of software on a certain hardware according to an agreed procedure.

Software integration (integration)
The coupling of different software systems (standard software or individual software) to form a complete system by actively, process-oriented and automatically exchanging data and information between the previously separate software systems.

Source code
Code of a program in the version of the programming language.

Standard Software
Software programs, program modules, tools etc. that have been developed for the needs of a majority of customers on the market and not specifically by ZeitWert for the customer, including the associated documentation.

System environment
Technical and administrative application environment of a system designated in the individual contract for which ZeitWert has released the contractual software.

Teleservice
Services involving the use of technical equipment for remote communication from a location outside the site of operation of the IT system.

Third-party software
Software programs / products manufactured by other companies and supplied by ZeitWert are referred to as third party software / products.

Ticket system
A ticket system (also known as an incident / service management system) is an IT system with which messages and inquiries can be received, classified, confirmed and processed with the aim of answering or solving problems and whose progress can be monitored and monitored. The ticket system confirms receipt of the message by repeating its contents.

Update
Bundling of several defect corrections and/or fault confirmations as well as minor functional improvements and/or adaptations of the contractual software in a single delivery (e.g. change of version number from version 2.2.2 to 2.2.3).

Upgrade
Bundling of several defect corrections and/or fault confirmations and more than minor functional improvements and/or adaptations of the contractual software in a single delivery (e.g. change of version number from version 2.1.7. to 2.2.0).

Value Pack/Service Pack
A Value Pack/Service Pack is an update of a product release. Value Packs/Service Packs do not have a full installation routine for the underlying product release. Instead, they are additive enhancements of the affected product release. They contain both functional enhancements and bug fixes. The current Value Pack/Service Pack represents the highest / current fix level of the product.

Workaround solution
Temporary bridging of a defect and/or malfunction.

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