

LEMKE SOFTWARE GmbH General Terms and Conditions
– Henceforth Called Lemke Software –

Part A – General Part and License Sales in Company Business

§ 1 Object of Contract

The object of this contract is the prices indicated in the latest order confirmation.

§ 2 Elements of Contract

(1) In the case of contradictions in the order given here, the arrangements set here in writing apply:

- the latest written order confirmation from Lemke Software
- the special general terms and conditions of Lemke Software, listed in § 14

(2) Protection Clause

If the customer also uses general terms and conditions, the contract will also be valid without express agreement on the incorporation of general terms and conditions. If the various general terms and conditions coincide as regards content, they will apply as agreed. Regulations from dispositive law replace contradictory individual regulations. The same applies in cases where the customer's terms and conditions contain regulations that are not contained in these terms and conditions. If these terms and conditions contain regulations that are not included in the customer's terms and conditions, these terms and conditions will apply.

§ 3 Contract Loopholes

If a condition in this contract or the respective amended agreement is or becomes invalid, the validity of the remainder of this contract and amended agreements will not be affected. In place of the ineffective regulation, a regulation that is closest to the economic purpose of the ineffective regulation will count as agreed on.

§ 4 Written Form

All agreements that involve a change, amendment or detailing of these contract conditions as well as special assurances and arrangements require written form. If they are declared by representatives or aids from LEMKE SOFTWARE, they will only be binding once the management of LEMKE SOFTWARE provides written approval.

§ 5 Choice of Law

The parties will agree on use of the law of the Federal Republic of Germany excluding UN purchase law with regard to all legal relationships from this contract.

§ 6 Secrecy

(1) LEMKE SOFTWARE is obliged to observe strict secrecy about all procedures, in particular business or company secrets of the customer, which it obtains information on during its work for the customer and not to disclose them to others. This applies to all non-authorized third parties, i.e. also to unauthorized employees both of LEMKE SOFTWARE and of the customer if the disclosure of information is not required for proper fulfillment of the contractual obligations.

(2) LEMKE SOFTWARE is obliged to also agree on a regulation with the same content as this point with all employees involved in the contract fulfillment.

§ 7 Remuneration

(1) The amount of the remuneration is based on the latest order confirmation.

(2) All terms of payment like installment payments, discounts, etc. are based on the order confirmation.

(3) Travel costs and expenses should be paid separately in accordance with the offer as they are not included in the product price.

(4) All prices are net prices and are payable with the respective applicable sales tax rate.

§ 8 Reservation of Title

(1) LEMKE SOFTWARE maintains ownership or the usage rights of the software supplied to the customer as well as the other supplied goods until complete payment of all charges existing at the time of delivery or charges occurring later from this contractual relationship — in the case of payment by check or exchange until cashing. Usage rights are only transferred to the customer after complete payment.

(2) If the customer owes outstanding payments or seriously violates diligence or care obligations, the applications of the ownership right by LEMKE SOFTWARE will not count as a withdrawal from the contract unless LEMKE SOFTWARE expressly informs the customer of this.

(3) If the ownership right is applied by LEMKE SOFTWARE, the customer's right to continue using the software will cease to exist unless LEMKE SOFTWARE informs the customer otherwise. All program copies created by the customer will have to be deleted in this case.

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§ 9 Set-off

The customer can only set off claims that are recognized by LEMKE SOFTWARE or are legally founded.

§ 10 Shortcomings Claims

(1) The intended state of the software functions results from the operating manual or the specifications.

(2) If the fault cannot be rectified within an appropriate period or if the correction or replacement can be considered a failure for other reasons, the customer can reduce the purchase price as he sees fit, withdraw from the contract and demand compensation for or replacement of fruitless expenditure. Withdrawal from the contract does not rule out the right to compensation. Withdrawal due to minor faults is ruled out, however.

(3) The improvement or replacement can be considered a failure if LEMKE SOFTWARE has had sufficient opportunity to improve or deliver a replacement without the desired success being reached, if the improvement or replacement delivery is impossible, if LEMKE SOFTWARE refuses it or delays it unreasonably, if reasonable doubt regarding the prospect of success exists or if there are other unreasonable factors.

(5) Fault guarantee claims are limited to 12 months after hand-over. Compensation claims are limited to 12 months after hand-over as long as LEMKE SOFTWARE is not suspected of negligence or intention.

§ 11 Investigation and Claim Obligation

The customer will examine the software including the documentation within 5 working days after delivery and installation, in particular with regard to the completeness of the data carriers and manual as well as the functioning of basic program functions.

§ 12 Guarantee / Liability / Data Back-up

(1) Unless it has not been regulated in other general terms and conditions of LEMKE SOFTWARE, the following applies in particular for the provision of services:

- LEMKE SOFTWARE is not liable for slight negligible obligation violations if these are not obligations essential to the contract, are not damages involving injury to life, body or health or are not based on claims in accordance with the product liability act that concern body or life. The same applies for obligation

failures by agents or managing employees of LEMKE SOFTWARE.

- LEMKE SOFTWARE is not liable for the careless violation of irrelevant obligations.
 - LEMKE SOFTWARE is not liable for lost profits and other indirect damages.
 - LEMKE SOFTWARE is not responsible for the re-acquisition of data unless LEMKE SOFTWARE caused their destruction through gross negligence or intentionally and the customer ensured that this data could be restored at a reasonable cost using data material that is kept in a form readable by machine.
- (2) The customer is also obliged to back-up the data on a daily basis. The data back-up should be made using state-of-the-art technology.

§ 13 Venue

(1) Provided that the customer is a merchant as defined by German commercial law (HGB), a juristic person of public law or separate property under public law, the Gifhorn district court will be agreed on as the venue for all disputes that occur during this contractual relationship.

(2) For the creation or sale of software, the place of performance is the location of the party ordering. The place of performance for the maintenance of software, the provision of consulting services or the provision of any other services is the customer's location (unless otherwise agreed on).

§ 14 General Regulations

The following general terms and conditions of LEMKE SOFTWARE (the content can be sent to you at any time) apply depending on the specific case:

- General Terms and Conditions, Part B (Creation of Software)
- General Terms and Conditions, Part C (License Contract)