



CHANGING DATA INTO KNOWLEDGE

dab: Daten – Analysen & Beratung GmbH

Provisions

for Contracts Governing the Licensing of dab: Daten – Analysen & Beratung GmbH Software to Customers

As of: 10 April 2018

§ 1 General / Scope

The customer plans to use software of dab:Daten – Analysen & Beratung GmbH (“dab:GmbH”) in its company for a fixed period of time. With regard to the rental of the software, these provisions take precedence over the “General terms and conditions governing dab: Daten – Analysen & Beratung GmbH’s (“dab:GmbH”) deliveries and services to customers”, which also apply. These provisions in the version available at <https://www.dab-europe.com/en-US/info/gtc/> at the time the customer makes its declaration are also applicable to all future contracts regarding the rental of dab:GmbH’s software to customers, even if not expressly agreed.

§ 2 Object

- (1) The object of these provisions is the transfer of software, which is limited to the term of this agreement, as well as the granting of the rights required for its contractual use according to Section 3 of these provisions
- (2) The object of these provisions does not include installation and configuration services.

§ 3 Granting of Rights

- (1) Upon payment in full of the remuneration according to Section 4 of these provisions, the customer receives a non-exclusive, non-transferrable right to use the software, which may also not be sub-licensed, within the scope granted in accordance with these provisions for a fixed term corresponding with the contractual term. Prior to full payment of the remuneration according to Section 4 of these provisions, all data carriers as well as the transferred user documentation are subject to a



CHANGING DATA INTO KNOWLEDGE

retention of title. Use according to the contract includes the installation as well as the loading, display and running of the installed software. The type and scope of use are also defined in the user documentation and the description in any separately concluded written agreement.

- (2) The customer is entitled to create a backup copy of the data carrier transferred to it. The customer must visibly mark the created back-up with a “security copy” notice as well as with a copyright notice of the manufacturer.
- (3) The customer is only entitled to copy, process or de-compile the software if permitted by law and only if the required information is not made available by the manufacturer of the software or dab:GmbH upon request by the customer.
- (4) The customer is not entitled to duplicate the software beyond the cases stated in Paragraphs (1) through (3).
- (5) The customer is not entitled to transfer to third parties the copy of the software transferred to it or any back-up copies created. In particular, the customer is not permitted to sell, lend, rent or sub-license the software in any other way or to reproduce or make it accessible to the public.
- (6) If the customer violates one of the aforementioned provisions, all rights of use granted within the framework of these provisions become invalid immediately and are automatically returned to dab:GmbH. In this case, the customer must cease to use the software immediately and in full, delete all copies of the software installed on its systems, as well as delete any backup copies created, or return them to dab:GmbH.

§ 4 Remuneration and Due Date

The remuneration and due date regarding the permission to use are based on the offer or the order confirmation or any separately concluded written agreement.

§ 5 Protection of the Software

The customer is obligated to take appropriate measures to secure the software against unauthorized third-party access, in particular to store all copies of the software in a secured location.



CHANGING DATA INTO KNOWLEDGE

§ 6 Contractual Term and Termination

- (1) The term specified in the order form applies (“Initial Term”). If a term is not stated in the order form, the Initial Term comprises one year starting on the date stated in the order form. The term extends automatically at the end of the Initial Term or any other terms by one additional year (“Additional Term”), unless the contract is terminated by one of the parties in accordance with the deadlines.
- (2) During the Initial Term, the contract may be terminated by either party with an eight-week notice period to the end of the Initial Term.
- (3) During any Additional Term, the contract may be terminated with an eight-week notice period to the end of the Additional term.
- (4) The contract may also be terminated at any time by either party without observing a notice period for good cause. Regardless of the provisions in Section 3 Paragraph (6), good cause exists entitling dab:GmbH to terminate the contract in particular if the customer violates the rights of use of dab:GmbH by using the software to a greater extent that permitted in these provisions and the breach is not rectified within an appropriate deadline following a warning issued by dab:GmbH.
- (5) Termination must be made in writing.
- (6) In the case of termination, the customer must cease using the software and remove all installed copies of the program from its computers and, at dab:GmbH’s discretion, immediately return to dab:GmbH or destroy any backup copies made.

§ 7 Maintenance

- (1) dab:GmbH assumes warranty for the maintenance of the contractually agreed characteristics of the software during the contractual term. dab:GmbH also guarantees that use of the software in a contractually compliant manner does not violate any third-party rights. dab:GmbH will remedy any material defects and defects in title to the rental object within an appropriate period of time.
- (2) The customer is obligated to notify dab:GmbH immediately in writing of any defects to the software after they are discovered. In the event of material defects, notification must also include a description of the time the defect occurred and the details of the circumstances.