CHANGING DATA INTO KNOWLEDGE

dab: Daten – Analysen & Beratung GmbH

Provisions

Regarding the Sale of dab: Daten – Analysen & Beratung GmbH Software to Customers

As of: 1 December 2016

§ 1 General / Scope

With regard to the sale of software of dab: Daten – Analysen & Beratung GmbH ("dab:GmbH") and services agreed-upon within the framework of the purchase agreement, these provisions take precedence over the "General terms and conditions governing dab: Daten – Analysen & Beratung GmbH's 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 sale of dab:GmbH's software to customers, even if not expressly agreed.

§ 2 Rights of the Customer to the Software

(1) The software is legally protected. dab:GmbH holds exclusive entitlement vis-à-vis the contractual partner to the copyright, patent rights, trademark rights, and all other intellectual property rights to the software, as well as to other items that dab:GmbH transfers or makes available to the customer within the framework of contract initiation and execution. If third parties are entitled to the rights, dab:GmbH holds the corresponding exploitation rights.

(2) The customer is entitled only to use the program itself to process its own data in its own company for internal purposes. All data processing devices (e.g. hard drives and CPUs), to which the program is copied or transferred, in whole or in part, temporarily or permanently, must be located on the customer's premises and the customer must be the direct owner. Additional contractual regulations on use (e.g. limitation to a specific number of workstations or persons) must be set up

technically and complied with in practical terms. dab:GmbH hereby grants the customer the respective authorizations required for this use as a simple right of use including the right to remedy errors. Section 3 applies for the duration of the right of use.

(3) The customer may create backup files of the program as required to ensure secure operations. The backup files must be stored securely and, as far as technically possible, marked with the copyright notice of the original data carrier or the version of the software transferred online. Copyright notices, trademarks and product labels may not be deleted, modified or suppressed. Copies that are no longer required must be deleted or destroyed. The user handbook and other documents transferred by dab:GmbH may be copied only for internal company purposes.

(4) The rules specified in Paragraphs (2) and (3) also apply if the customer performs error remediation or (as far as permissible) any other act of program processing or uses the software for training purposes.

(5) The customer may de-compile the program interface information only within the limits of § 69e German Copyright Act (UrhG) and only if the customer informs dab:GmbH of its intention and requests transfer of the required interface information with a deadline of at least two weeks. With regard to all knowledge and information received by the customer about the software within the context of decompiling, the confidentiality provisions stipulated in the “General terms and conditions governing dab: Daten – Analysen & Beratung GmbH’s (“dab:GmbH”) deliveries and services to customers” shall apply. Prior to any third-party involvement, the customer of dab:GmbH must procure a written declaration from the third party stating that it is directly obligated vis-à-vis dab:GmbH to comply with the agreed rights of use and observe the confidentiality provisions.

(6) A sale of the software is permitted in compliance with the legal requirements. All other acts of exploitation, in particular renting, lending and distributing in material or immaterial form, use of the software by and for third parties (e.g. outsourcing, computer center activities, application service providing) are not permitted without prior written consent from dab:GmbH.

(7) Contractual items, documents, recommendations, trial programs, etc., of dab:GmbH that are made available to the customer before or after the conclusion of the contract are considered intellectual property and trade and business secrets

of dab:GmbH. They may not be used in any way without written consent from dab:GmbH and are subject to the obligation to maintain confidentiality in accordance with the confidentiality provisions of the "General terms and conditions governing dab: Daten – Analysen & Beratung GmbH's ("dab:GmbH") deliveries and services to customers".

(8) With regard to modified, extended or newly developed software, the customer acquires the same rights as to the standard software.

§ 3 Customer's Rights: Commencement and End

(1) The ownership of delivered items and the rights according to Section 2 are transferred to the customer only upon full payment of the contractually agreed remuneration. Prior to payment in full, the customer only has a provisional right of use under the law of obligations which is irrevocable according to Paragraph (2).

(2) dab:GmbH is entitled to terminate the rights pursuant to Section 2 based on good cause subject to the requirements stipulated in Section 4. A good cause is given if dab:GmbH determines that the permanent retention of the software by the customer is unreasonable after taking into account all circumstances in the individual case and the mutual interests at stake, especially if the customer commits a significant breach of Section 2.

(3) If the rights according to Section 2 do not arise or if they end, dab:GmbH is entitled to request the return of the transferred objects or written confirmation that they were destroyed, and may also request the deletion or destruction of all copies and a corresponding written confirmation of such.

§ 4 Contractual Obligation and Termination

A warning must be issued for any termination of the further exchange of services (e.g. in the event of withdrawal, reduction, termination based on good cause, compensation instead of performance) that includes the reason for termination and a reasonable deadline for remedy (usually at least two weeks); termination may then only be declared during the two-week period following expiry of the deadline. In the legally mandated cases, the deadline may be cancelled. The party that is entirely or predominantly responsible for the disruption may not demand the reversal of the contract (*Rückabwicklung*). All declarations made in this context must be made in writing in order to take effect.