

General Terms and Conditions for the Provision of Standard Software

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I Validity

- I.1. The following terms and conditions apply to the provision of standard software together with documentation (hereinafter also referred to as "Software") by the company LIS Logistische Informationssysteme GmbH in Greven ("LIS GmbH") for the use of this Software by the contractual partner ("Licensee").
- I.2. Terms and conditions of the Licensee or third parties shall not apply, even if LIS GmbH does not separately object to their validity in individual cases. Even if LIS GmbH refers to a letter containing or referring to the terms and conditions of the Licensee or a third party, this does not constitute an agreement to the validity of those terms and conditions.

II Offer and conclusion of contract

- II.1. All offers made by LIS GmbH are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period. They are invitations to order. This also applies to repeat orders placed by the customer. The customer's order constitutes a binding offer.
- II.2. A contract is only concluded when LIS confirms the customer's order in text form by means of an order confirmation or sends an appointment confirmation for installation. The order confirmation is also equivalent to the commencement of installation or delivery of the service.
- II.3. The legal relationship between LIS GmbH and the Licensee shall be governed solely by the purchase agreement concluded in writing, including these General Terms and Conditions for the Supply of Standard Software. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by LIS GmbH prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.
- II.4. Additions and amendments to the agreements made, including these General Terms and Conditions, must be made in text form to be effective.
- II.5. Details provided by LIS GmbH on the subject matter of the delivery or service are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or labelling of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible, provided that they do not impair the usability for the contractually intended purpose.

III Services

- III.1. The scope of the services is determined by the scope of the software offered on the basis of LIS GmbH and ordered by the Licensee.
- III.2. Unless otherwise agreed, LIS shall install the software in coordination with the Licensee on the hardware specified by the Licensee after conclusion of the contract. In addition, the Licensee receives the access data for the LIS download portal. This does not involve setting up the system for use.
- III.3. The provision of the standard software includes the documentation. This is made available online.

IV. Cooperation obligations of the Licensee

- IV.1. Immediately after the conclusion of the contract, the Licensee shall appoint a main responsible employee (Project supervisor), who shall be deemed to be the responsible contact person by name and whose information on organisational issues shall be deemed to be binding and who shall provide LIS GmbH with all information and documents that are necessary and useful for the performance of the contractually agreed services.
- IV.2. The Licensee shall provide LIS GmbH with the documents and information required to carry out the work, in particular about existing systems, programmes and programme parts that are to interact with the software.
- IV.3. Insofar as cooperation services are owed and the necessary specification has not already been made contractually, LIS GmbH shall request these services from the Licensee in text form with a reasonable lead time, stating the relevant framework conditions. LIS GmbH shall notify the Licensee in text form of any cooperation services that it considers to be inadequate.
- IV.4. Unless otherwise agreed in individual cases, all cooperation services shall be provided to LIS GmbH free of charge.
- IV.5. The services to be rendered by the Licensee constitute genuine obligations and not mere duties. If and to the extent that the Licensee does not provide the services owed by it, does not provide them on time or does not provide them as agreed and this has an impact on the provision of services by LIS GmbH, LIS GmbH shall be released from providing the services concerned. The corresponding performance deadlines of LIS GmbH shall be postponed by a reasonable period of time. Any proven additional expenses incurred by LIS GmbH shall be remunerated separately on the basis of the agreed conditions, without prejudice to any further rights of LIS GmbH.

V. Rights of use

- V.1 Upon full payment of the purchase price, LIS GmbH grants the Licensee the non-exclusive and perpetual right to use the Software as an end user for internal business operations to the extent specified in the Agreement. Unless otherwise agreed, the right applies to single use on one computer and may only be exercised by one person at a time (concurrent user licence). If the Licensee uses the software in a computer network, it undertakes to prevent simultaneous multiple use in a technically effective manner, subject to the consent of LIS GmbH.
- V.2 The Licensee may install the software to the contractually agreed extent (see section V.1), load it into the working memory and use it as intended. The Licensee is also entitled to make a backup copy necessary to guarantee future use; he must label this as such and affix a copyright notice. Finally, the purchaser is authorised to reproduce and decompile the software exclusively under the conditions of § 69e German Copyright Act (UrhG).
- V.3 The Licensee is not authorised to lease, sub-license, reproduce the Software by wire or wireless means, make it publicly accessible or make it available to third parties in any other way. Third parties in this sense do not include employees in the Licensee's business operations and persons employed by the Licensee to ensure the intended use.
- V.4 The Licensee is authorised to permanently transfer the acquired copy of the software, including the documentation, to a third party, subject to the scope of the rights granted here. In this case, the Licensee undertakes to completely cease using the software upon conclusion of the contract and to delete all copies of the software, unless he is obliged to retain them for a longer period. LIS GmbH may request information from the Licensee on the implementation of the measures to be carried out in accordance with the preceding sentence.
- V.5 If the Licensee exceeds the rights of use granted under this contract without the Seller's prior consent, the Seller may demand the amount attributable to the excess use in accordance with its price list. Non-contractual claims for damages remain unaffected.

VI Remuneration and terms of payment

- VI.1 The remuneration for the provision of the standard software is calculated as specified in the purchase contract.
- VI.2 All prices are subject to VAT at the statutory rate applicable at the time of invoicing and are payable immediately without deduction on the due date.
- VI.3 Any cost calculations provided are non-binding cost estimates, unless otherwise agreed. Such an agreement must at least be in text form.
- VI.4 Unless otherwise agreed, payment for the software is due upon delivery of the programmes. The Licensee shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established or is undisputed. In the event of defects in the software, the counter-rights of the Licensee remain unaffected.
- VI.5 In the event of default in payment, LIS GmbH may charge interest at a rate of 9 percentage points above the respective base interest rate. The statutory right of LIS GmbH to withdraw from the contract or to claim damages for non-fulfilment shall remain unaffected.
- VI.6 In the event of late payment under an instalment contract, LIS GmbH shall have the option of demanding payment of the full amount.

VII Dates

Delivery shall be made on the agreed dates. In order to meet the deadlines, LIS GmbH is dependent on the co-operation of the Licensee in accordance with Section IV of these Terms and Conditions. If the Licensee does not fulfil these obligations to cooperate - in particular payment and information obligations - or does not do so in good time, the deadlines shall be extended appropriately, but at least by the period of the delay.

VIII Warranty

- VIII.1 LIS GmbH warrants the agreed quality and that the Licensee can use the software without infringing the rights of third parties. The warranty for material defects shall not apply to defects which are based on the fact that the contractual software is used in a hardware and software environment which does not meet the requirements specified in the contract or to changes and modifications which the Licensee has made to the software without being authorised to do so by law or with the prior written consent of LIS GmbH.
- VIII.2 The Licensee must inspect the contractual software for obvious defects immediately upon receipt and notify LIS GmbH of any such defects without delay, otherwise any warranty for such defects shall be excluded. The same shall apply if such a defect becomes apparent at a later date. § Section 377 German Commercial Code (HGB) shall apply.
- VIII.3 In the event of a material defect, LIS GmbH shall initially be entitled to subsequent fulfilment, i.e. at its own discretion to rectify the defect ("rectification") or supply a replacement. LIS GmbH shall also be deemed to have rectified a defect if it provides the Licensee with temporary solutions, provided that these rectify the defect. The same applies if the defect can be circumvented by using the software in a different way, provided that the Licensee can continue to use the software in a reasonable manner. As part of the replacement delivery, the Licensee shall, if necessary, accept a new version of the software, unless this leads to unreasonable impairments. In the event of defects of title, LIS GmbH shall, at its own discretion, provide the Licensee with a legally unobjectionable option for using the software or modify it in such a way that it no longer infringes the rights of third parties.
- VIII.4 LIS GmbH is authorised to provide the warranty on the premises of the Licensee. LIS GmbH also fulfils its obligation to rectify defects by making updates with an automatic installation routine available for download on its homepage and offering the Licensee telephone support to solve any installation problems that may arise.
- VIII.5 The right of the Licensee to reduce the purchase price or withdraw from the contract at its discretion in the event that the repair or replacement delivery fails twice remains unaffected. There is no right of cancellation for minor defects. If the Licensee claims damages or compensation for futile expenses, the Seller shall be liable in accordance with Section IX.
- VIII.6 With the exception of claims for damages, warranty claims due to material defects expire after one year. In the case of sale on a data carrier, the limitation period begins with the delivery of the software; in the case of sale by download from the Internet, after notification and activation of the access data for the download area. Section VIII shall apply to claims for damages and claims for reimbursement of futile expenses.

IX Liability

- IX.1 If no other contractual liability agreement exists, the following provisions shall apply:
LIS GmbH shall be fully liable in the event of intent, gross negligence, injury to life, limb or health, fraudulent intent and insofar as an express guarantee promise for the quality of an item or the Product Liability Act applies.

- IX.2 Furthermore, LIS GmbH shall be liable, limited to the foreseeable damage typical of the contract, for the slightly negligent breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Licensee may regularly rely.
- IX.3 LIS GmbH accepts no liability for any other cases.
- IX.4 The provisions of Clauses 1 to 3 shall also apply to attributable breaches of duty by vicarious agents of LIS GmbH.

X Confidentiality

- X.1 The parties shall treat all business secrets, including the content of the contract and other information of the other party labelled as confidential (hereinafter referred to as "confidential information") as confidential. The receiving party shall treat the confidential information with the same care as it treats its own confidential information of the same sensitivity, but at least with the care of a prudent businessman.
- X.2 The use of confidential information is limited to use in connection with the contract in which it is disclosed. Confidential information may not be disclosed to third parties without the prior consent of the other party. Consents must be given in writing. No third parties within the meaning of this paragraph are affiliated companies and consultants who are obliged by law to maintain confidentiality.
- X.3 The parties mutually undertake not to obtain trade secrets of the other party by observing, examining, reverse engineering or testing a product or object of the other party ("prohibition of reverse engineering"). Trade secrets obtained in violation of the prohibition of reverse engineering agreed in accordance with this clause shall also be deemed to be confidential information within the meaning of this agreement.
- X.4 If required by applicable legal obligations, the recipient is also authorised to disclose and pass on confidential information. To the extent permitted by law, the disclosing party shall inform the other party before disclosing confidential information.
- X.5 The parties shall require their employees or third parties to whom they disclose confidential information to treat this information confidentially within the framework of the respective service and employment relationships, subject to the proviso that the obligation to maintain confidentiality shall continue to apply beyond the end of the respective service or employment relationship, unless a corresponding general obligation to maintain confidentiality already exists.
- X.6 The obligation of confidentiality does not apply to information that
- aa) were already generally known when the contract was concluded or subsequently became generally known without breach of the confidentiality obligations contained herein;
 - bb) which the recipient has developed independently of the contract; or
 - cc) the recipient has received from third parties or outside the contract from the other party without an obligation of confidentiality.
- The burden of proving the existence of the exceptions referred to in this paragraph lies with the party invoking the exception.
- X.7 Upon termination of the contract, the parties shall surrender or delete confidential information of the other party in their possession at the request of that party. This does not apply to confidential information for which there is a longer statutory retention obligation and data backups as part of standard backup processes.
- X.8 The obligation to maintain confidentiality shall apply for the term of this Agreement and for a period of 5 years after termination of this Agreement.
- X.9 LIS GmbH shall be entitled to utilise empirical knowledge, such as ideas, concepts, methods and know-how, which is developed or disclosed in the course of performing the contract. This shall not apply insofar as industrial property rights or copyrights of the Licensee are infringed thereby.
- X.10 To implement the software, it is necessary for the customer to assign a password for installation. The customer is obliged to provide LIS GmbH with this password if LIS GmbH requires the password to fulfil the contractual services.

XI Final provisions

- XI.1 Amendments and additions to the contract must be made in writing. This also applies to the amendment or cancellation of this clause.
- XI.2 The legal relations of the parties arising out of or in connection with the contract shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- XI.3 If the Licensee is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of LIS GmbH in Greven, Germany. In all cases, however, LIS GmbH shall also be entitled to bring an action at the general place of jurisdiction of the Licensee. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.
- XI.4 Should parts of the General Terms and Conditions for the provision of standard software or other agreements between the contracting parties be invalid for any reason, the legal validity of the remaining parts shall not be affected. In such a case, LIS GmbH and the licence holder are obliged to replace a void condition or agreement with one that comes closest to the economic purpose of the void condition or agreement. There are no verbal collateral agreements.