Amendment to the General Terms and Conditions (GTC) of License and Maintenance applicable for the panagenda ApplicationInsights (AI) IBM Entitlement

The panagenda ApplicationInsights IBM Entitlement is SOFTWARE RENTAL, automatically terminates on April 30, 2018, and is paid in full for the following NUMBER OF LICENSES:

- Usage details for the 50 most used database instances
- Design complexity for the 50 most complex database instances
- Design insights for 50 database instances across the most used and most complex

Referring to section 4, maintenance is included and does not automatically renew. Support is provided by IBM. 7-3 and 7-4 do not apply. For Value Packs of panagenda ApplicationInsights – or any panagenda offering different from the panagenda ApplicationInsights IBM Entitlement – the GTC applies without exceptions.

General Terms and Conditions of License and Maintenance

of

panagenda GmbH
Lahnstrasse 7
D-64646 Heppenheim

hereinafter the "LICENSOR"

1 — Scope of application

The subject matter of the following General Terms and Conditions ("GENERAL TERMS AND CONDITIONS") is

- the granting of the right to use the LICENSOR's SOFTWARE acquired, rented or tested by the CLIENT (hereinafter the "CLIENT") and
- the performance of maintenance services by the LICENSOR on the basis of a maintenance contract.

The following GENERAL TERMS AND CONDITIONS shall apply to the exclusion of any conflicting terms and conditions of the CLIENT that may apply to the present and future business relationships between the LICENSOR and the CLIENT. Any conflicting terms and conditions of the CLIENT shall only become part of the contract if they have been expressly accepted by the LICENSOR.

The offers of the LICENSOR are intended solely for entrepreneurs as defined in section 14 of the Civil Code *(BGB, Bürgerliches Gesetzbuch)*. The SOFTWARE is not licensed to consumers as defined in section 13 of the Civil Code.

2 – Definitions

LICENSOR: The LICENSOR is exclusively "panagenda GmbH"
CLIENT: The CLIENT is the natural or legal person mentioned in the license agreement and/or the order confirmation who becomes the contracting party of the LICENSOR and the person entitled to the license right.
LICENSE: The LICENSE is defined in more detail in Clause 3.
NUMBER OF LICENSES: The NUMBER OF LICENSES is defined in Clause 3-1.
SOFTWARE: SOFTWARE denotes the released version which is the subject matter of this software license agreement. The scope of the SOFTWARE is described in separate product information material and the software documentation, which has been made available to the CLIENT as a download on our website prior to the conclusion of this agreement.
OPERATIONAL AREA: The OPERATIONAL AREA is the computer network in which the SOFTWARE is used as agreed within the scope of licensed units (as stated in the LICENSOR's commercial offer depending on the product, e.g. based on named IBM Notes users, number of servers, internal Connections users, number of database instances, etc.).
AFFILIATED COMPANY is a third party controlled by, or under common control with, the CLIENT. "Control" means directly or indirectly holding 50% or more of all voting shares.
AUTHORISED GROUP COMPANY is an AFFILIATED COMPANY of the CLIENT which is authorised to use the SOFTWARE in accordance with Clause 5 of these GENERAL TERMS AND CONDITIONS and which operates within the OPERATIONAL AREA.

3 – License Right

3-1 The SOFTWARE shall be licensed on the basis of different license models, depending on the scope of the LICENSE and whether or not it is subject to a fee. The relevant license model shall be based on the specifications for the binding order.

SOFTWARE PURCHASE (granting of a permanent right of use against payment):
Subject to the condition precedent of final and full payment of the purchase price, the LICENSOR shall grant the CLIENT the non-exclusive, permanent, non-transferable, non-sublicensable right to download, install within the OPERATIONAL AREA, run and use the SOFTWARE in the acquired version as limited in the specifications for the binding offer, in particular for the licensed units, for example in terms of the number of so-called named IBM Notes users or number of servers or database instances, each as stipulated in the contract ("NUMBER OF LICENSES"), the scope of functions (modules), and the number of permitted copies. Subject to section 69c item 3, second sentence and section 69d (2) and (3) of the Copyright Act *(UrhG, Urhebergesetz)*, the CLIENT shall not be granted any other rights beyond those outlined above. In particular, the CLIENT is not entitled to copy, rent or lease out, translate, edit or otherwise alter, or sublicense the SOFTWARE, in whole or in part, beyond its intended use or to make the SOFTWARE available to third parties in any other way, without authorisation, beyond the stipulations of Clause 5. All rights to the source code of the SOFTWARE shall belong exclusively to the LICENSOR. The CLIENT shall have no right whatsoever to access the source code.

SOFTWARE RENTAL (granting of a right of use for a limited time against payment):
Against payment of rent, the LICENSOR shall grant the CLIENT the non-exclusive, non-transferable, non-sublicensable right, limited in time to the term of this contract or — in the case of a paid trial version — to the agreed trial period, to download, install within the OPERATIONAL AREA, run and use the SOFTWARE in the acquired version, limited in terms of the agreed NUMBER OF LICENSES, the scope of functions (modules), and the number of permitted copies. Subject to section 69c item 3, second sentence and section 69d (2) and (3) of the Copyright Act, the CLIENT shall not be granted any other rights beyond those outlined above. In particular, the CLIENT is not entitled to copy, rent or lease out, translate, edit or otherwise alter, or sublicense the SOFTWARE, in whole or in part, beyond its intended use or to make the SOFTWARE available to third parties in any other way, without authorisation, beyond the stipulations of Clause 5. All rights to the source code of the SOFTWARE shall belong exclusively to the LICENSOR. The CLIENT shall have no right whatsoever to access the source code.

SOFTWARE LENDING (free trial version):
The LICENSOR shall grant the CLIENT, free of charge, the non-exclusive, non-transferable, non-sublicensable right, limited in time to the agreed trial period, to download, install within the OPERATIONAL AREA, run and use the SOFTWARE in the provided version, limited in terms of the agreed NUMBER OF LICENSES, the scope of functions (modules), and the number of permitted copies. Subject to section 69c item 3, second sentence and section 69d (2) and (3) of the Copyright Act, the CLIENT shall not be granted any other rights beyond those outlined above. In particular, the CLIENT is not entitled to copy, rent or lease out, translate, edit or otherwise alter, or sublicense the SOFTWARE, in whole or in part, beyond its intended use or to make the SOFTWARE available to third parties in any other way, without authorisation, beyond the stipulations of Clause 5. All rights to the source code of the SOFTWARE shall belong exclusively to the LICENSOR. The CLIENT shall have no right whatsoever to access the source code.

3-2 The SOFTWARE and its documentation shall be provided in the version tested by the CLIENT pursuant to Clause 9.

3-3 All rights concerning the SOFTWARE shall remain with the LICENSOR, including, without limitation, the rights to publication, copying and distribution of all or individual software components, and the rights of use. Unless otherwise provided for in these GENERAL TERMS AND CONDITIONS, the CLIENT is, in particular, not entitled to edit, translate, reverse engineer, decompile or disassemble the SOFTWARE or its documentation. Furthermore, without the prior written consent of LICENSOR, the LICENSEE shall not be entitled to obtain or attempt to obtain access nor shall LICENSEE permit others to obtain or attempt to obtain access, to any part of the database system or backend software infrastructure included with the SOFTWARE.

The LICENSE shall enable the CLIENT to run the SOFTWARE in the OPERATIONAL AREA. The CLIENT shall not be allowed to use the SOFTWARE outside of the OPERATIONAL AREA. The CLIENT shall purchase the required NUMBER OF LICENSES in accordance with the OPERATIONAL AREA.

3-4 As long as and to the extent that the CLIENT uses the SOFTWARE as a trial version, the rights granted by the LICENSOR under Clause 3-1 shall be limited to the use of the SOFTWARE as a trial version as an independent type of use.

4 — Maintenance — Scope, Remuneration, Term of Contract

4-1 MAINTENANCE CONTRACT & TECHNICAL SUPPORT

a. SOFTWARE PURCHASE
Unless expressly provided otherwise, the LICENSE shall only be sold in combination with a maintenance contract which usually covers 12 months (maintenance period). The maintenance contract shall automatically be renewed for 12 months if neither the CLIENT nor the LICENSOR terminates the contract in writing by giving 2 months' notice before the end of the relevant maintenance period. If the maintenance contract was concluded for a shorter period, it shall automatically be renewed for a corresponding period if neither the CLIENT nor the LICENSOR terminates the maintenance contract in writing by giving 30 days' notice before the end of the relevant maintenance period. Termination of the maintenance contract shall not affect the contract for SOFTWARE PURCHASE.

b. SOFTWARE RENTAL
The LICENSE shall only be rented out in combination with a maintenance contract. The maintenance period shall be based on the term of SOFTWARE RENTAL. The maintenance contract shall therefore be renewed in accordance with the automatic renewal of SOFTWARE RENTAL unless notice of termination is given in due time as provided for in Clause 7-5. The maintenance contract can only be terminated if the contract for SOFTWARE RENTAL is terminated as well.

c. SOFTWARE LENDING
CLIENTS who have a contract for SOFTWARE LENDING can, if required, also enter into a maintenance contract. In such a case, the provisions on SOFTWARE RENTAL specified in item b shall apply accordingly to such maintenance contract. Without a separate maintenance contract in place, CLIENTS with a contract for SOFTWARE LENDING are not entitled to services such as maintenance, warranty for defects, or support.

4-2 Unless already included in the rent for SOFTWARE RENTAL, the remuneration for the performance of maintenance services shall be 25% of the gross list price for the product configuration used by the CLIENT plus value-added tax at the applicable statutory rate. The remuneration for the performance of maintenance services for CLIENTS who have a contract for SOFTWARE LENDING shall be subject to separate agreement. The remuneration shall be calculated in advance and shall be payable by the CLIENT without delay upon receipt of the invoice.

4-3 Maintenance services shall include updates or new versions of the SOFTWARE, a hotline, remote support, bug fixing and adaptations of the license data (e.g. adding new certifiers, changing the license holder's name, updating license certificates). Services performed on site at the CLIENT's premises shall be agreed and charged on a separate basis.

4-4 The LICENSOR or its authorized Business Partners shall perform the maintenance and support services during office hours on working days (Monday to Friday, excluding holidays) from 9.00 – 17.00 CET by e-mail (in German or English) and/or via a hotline.

4-5 The LICENSOR or its authorized Business Partners are entitled to perform the maintenance services by means of remote support or remote diagnosis, provided that this does not cause any disadvantage to the CLIENT. This is, in particular, the case where the time required to perform the relevant maintenance services on site is not exceeded, where there is no risk to IT security and where the CLIENT satisfies the technical requirements.

4-6 The LICENSOR or its authorized Business Partners shall perform the maintenance services in accordance with the latest and proven state of the art. The LICENSOR shall have regard to general process descriptions and industry standards and, if applicable, any specific rules, methods and application practices of the CLIENT.

5 – Licenses for Groups of Companies

5-1 A CLIENT who belongs to a group of AFFILIATED COMPANIES is entitled to buy LICENSES for other companies within the group. Subject to the procedure specified in Clauses 5-2 and 5-3, the CLIENT shall be permitted to make such LICENSES available to AUTHORISED GROUP COMPANIES within the OPERATIONAL AREA and — by way of derogation from Clause 3 — to sublicense the LICENSE to such AUTHORISED GROUP COMPANIES in the same scope as stipulated in Clause 3.

5-2 A CLIENT intending to make LICENSES available for use by an AFFILIATED COMPANY within the OPERATIONAL AREA shall demonstrate to the LICENSOR beforehand in writing and in an appropriate manner that the AFFILIATED COMPANY satisfies the requirements set out in the definition in Clause 2.

5-3 After the information pursuant to Clause 5-2 has been supplied, the LICENSOR shall, at its own discretion, confirm in text form that the AFFILIATED COMPANY is an AUTHORISED COMPANY for the purpose of these GENERAL TERMS AND CONDITIONS. The CLIENT shall remain the sole contractual partner of the LICENSOR.

5-4 The SOFTWARE shall be kept confidential, and the CLIENT shall not disclose any part thereof to third parties and shall ensure that the AUTHORISED GROUP COMPANIES as well as all persons who are granted access to the SOFTWARE by the CLIENT do the same.

5-5 The CLIENT shall impose appropriate contractual requirements on the AUTHORISED COMPANY to ensure that the AUTHORISED COMPANY complies with all obligations under these GENERAL TERMS AND CONDITIONS — except for the obligation to pay remuneration — as if the AUTHORISED COMPANY itself were the CLIENT.

5-6 The CLIENT shall ensure that the CLIENT and all AUTHORISED GROUP COMPANIES keep accurate books, documents and records in sufficient detail so as to enable the LICENSOR to effectively exercise its rights under Clause 6.

6 – AUDITING

6-1 The CLIENT shall enable the LICENSOR upon first request to verify whether the SOFTWARE is being used properly, in particular whether the CLIENT uses the SOFTWARE in terms of quality and quantity within the scope of the license agreements ("AUDITING").

6-2 For that purpose, the CLIENT shall provide the LICENSOR upon first request with information on the number of users, the system environment used and the relevant version of the SOFTWARE used by the CLIENT, shall grant the LICENSOR access to the documents and records required to verify that the SOFTWARE is used in accordance with the contract, and shall allow the LICENSOR, or an auditing company appointed by the LICENSOR and acceptable to the CLIENT, to inspect the hardware and software environments used for the SOFTWARE subject to this contract.

AUDITING shall be performed no more than once per calendar year unless the LICENSOR has specific reasons to believe that the SOFTWARE is being used contrary to the contract.

7 — License Fee, Contractual Penalty, Term of Contract in the Case of SOFTWARE RENTAL and SOFTWARE LENDING

7-1 The amount of the license fee and the method of payment shall be based on the agreed license model. As a rule, the amount of the license fee shall be based on the NUMBER OF LICENSES and the licensed scope of functions (modules) of the SOFTWARE. The price for the LICENSE shall be based on the offer submitted by the LICENSOR or its authorized Business Partner to the CLIENT.

7-2 Unless otherwise agreed, payment of the license fee shall be due immediately upon delivery of the SOFTWARE (Clause 10) and shall be made without any deductions. Offsetting payments against any counterclaims of the CLIENT shall be permissible only if such counterclaims have been established by a final declaratory judgment by a court and/or have not been disputed.

7-3 The CLIENT is obligated to inform the LICENSOR, every 12 months, of the required NUMBER OF LICENSES by sending an e-mail to sales@panagenda.com. In the event that the required NUMBER OF

LICENSES exceeds the number of LICENSES previously acquired, the CLIENT shall immediately give notice thereof.

7-4 If the CLIENT culpably fails to meet the obligation to provide information pursuant to Clause 7-3 about the increased number of required LICENSES, the LICENSOR can demand a contractual penalty, the amount of which shall be specified at the reasonably exercised discretion of the LICENSOR pursuant to section 315 of the Civil Code and which, in the event of dispute, shall be subject to review by the competent court. Any further claims of the LICENSOR shall remain unaffected thereby. Furthermore, the LICENSOR shall have the right of extraordinary termination of the contract.

7-5 The contract for SOFTWARE RENTAL shall be valid for the period agreed in the offer and shall automatically be renewed on unchanged conditions (scope of the license, remuneration, if applicable) for a period equal to the previous term unless the contract entered into by the CLIENT was made for a limited period in the first place or the contract is terminated by the CLIENT or the LICENSOR by giving 30 days' notice before the end of the relevant term. Termination of the contract for SOFTWARE RENTAL or SOFTWARE LENDING shall also result in the termination of the maintenance contract pursuant to Clause 4-1.

8 – System Requirements

The CLIENT shall ensure that the CLIENT's own hardware and software meet the technical requirements needed to properly use the acquired SOFTWARE.

9 – Trial Period, Obligation to Examine and Give Notice of Defect

9-1 In the case of SOFTWARE PURCHASE, the CLIENT is obligated to test the SOFTWARE for a period of 14 working days after delivery (obligation to test and examine) and to give notice of any defects or failures to the LICENSOR in writing, by e-mail or telefax, without delay, but no later than upon expiry of that trial period (obligation to give notice of defect). During the trial period, the CLIENT shall, in particular, keep informed of the key functional features and system requirements of the SOFTWARE and shall thoroughly test the SOFTWARE before its live use to make sure it is free from defects and can be used in the existing hardware and software configuration. Section 377 of the Commercial Code *(HGB, Handelsgesetzbuch)* shall remain unaffected.

9-2 In the case of SOFTWARE RENTAL, the CLIENT is obligated to test the SOFTWARE for a period of 14 working days after delivery (obligation to test and examine) and to give notice of any defects or failures to the LICENSOR in writing, by e-mail or telefax, without delay, but no later than upon expiry of that trial period (obligation to give notice of defect). During the trial period, the CLIENT shall, in particular, keep informed of the key functional features and system requirements of the SOFTWARE and shall thoroughly test the SOFTWARE before its live use to make sure it is free from defects and can be used in the existing hardware and software configuration. Section 377 of the Commercial Code shall not be applicable to SOFTWARE RENTAL.

9-3 If the CLIENT accepts the SOFTWARE after expiry of the first 14 working days after delivery of the SOFTWARE, the CLIENT thus confirms that the SOFTWARE is functioning without any failures and that the CLIENT accepts the entire scope of performance of the SOFTWARE and documentation which the CLIENT has received. In that case, the CLIENT a) cannot assert any warranty claims for defects of the SOFTWARE in the case of SOFTWARE PURCHASE, or b) cannot refuse to pay the full rent in the case of SOFTWARE RENTAL because of defects of the SOFTWARE which occurred during the trial period but of which the CLIENT did not give notice or which could have been noticed by the CLIENT. The statement of acceptance shall be submitted to the LICENSOR in writing, by e-mail or telefax.

9-4 If the SOFTWARE is not accepted within a reasonable period after expiry of the trial period, i.e. no later than after expiry of another 7 working days after expiry of the trial period, not even by signing this contract, it shall be presumed that the SOFTWARE is free from defects if the CLIENT has not given notice of any defects in writing, by e-mail or telefax, by then and continues to use the SOFTWARE. Clause 9-2, second sentence shall apply accordingly. If the requirement of the first sentence is met, all provisions of this contract shall apply to the legal relationship existing between the parties.

9-5 The CLIENT shall make the necessary arrangements in case all or part of the SOFTWARE does not work properly, including, without limitation, by making regular backup copies appropriate to the risk to ensure reconstruction in the case of a loss of data.

10 – Delivery

10-1 The SOFTWARE and the electronic SOFTWARE documentation shall be transmitted to the CLIENT by e-mail; upon the sending of the e-mail by the LICENSOR, the risk shall pass to the CLIENT. The CLIENT shall not receive a printout of the documentation.

10-2 As soon as full payment for the LICENSE, or full payment for the agreed rental period in the case of SOFTWARE RENTAL, has been received by the LICENSOR, the CLIENT shall receive information on how to permanently unlock the SOFTWARE according to the LICENSE. Up to that time, the LICENSOR reserves the right to give the CLIENT, at the LICENSOR's discretion, merely access limited in time.

11 – Warranty

11-1 SOFTWARE PURCHASE

a. In the case of SOFTWARE PURCHASE, the LICENSOR shall warrant the properties of the SOFTWARE agreed in the binding order. In the event of defects, the CLIENT shall have a claim to subsequent performance in the form of repair or replacement of the SOFTWARE (new delivery). In the case of defects of quality, the LICENSOR shall meet its warranty obligations by means of subsequent performance and shall provide to the CLIENT, at the LICENSOR's discretion, a new version of the SOFTWARE that is free from defects, or shall remedy the defect. Providing a workaround that enables the CLIENT to work around the defect in an acceptable manner and use the SOFTWARE in the contractually agreed manner shall also be deemed to remedy the defect. The CLIENT is obligated to accept a new version of the SOFTWARE if the condition in accordance with the contract is maintained. In addition, the CLIENT can rescind the contract or demand a price reduction if the statutory requirements are met. The CLIENT shall have the right to claim damages on the conditions of Clause 12 below.

b. The CLIENT shall document any occurring defects in a manner that is understandable for the LICENSOR and enables the LICENSOR, as far as possible, to reproduce the defect, and shall report such defects to the LICENSOR immediately after having noticed them. The CLIENT shall provide to the LICENSOR, to the extent acceptable, all information that the LICENSOR needs to assess and remedy the defect. In addition, the CLIENT is obligated to cooperate in limiting and/or containing defects.

c. Furthermore, the CLIENT hereby acknowledges that given the current state of the art, it is not possible to produce software which runs without any failure and/or under all possible technical circumstances.

d. All warranty claims shall be subject to a limitation period of 12 months, subject to the second sentence. This limitation period starts at the time specified in section 199 (1) of the Civil Code. By way of derogation from the previous sentence, the statutory limitation periods shall apply in the case of wilful intent, gross negligence, fraudulent concealment of a defect, damage to life, body or health, defects in title as referred to in section 438 (1) item 1a of the Civil Code, guarantees expressly designated as such, or claims under the Product Liability Act *(Produkthaftungsgesetz)*.

11-2 SOFTWARE RENTAL

a. The LICENSOR shall warrant the maintenance of the contractually agreed condition of the SOFTWARE during the term of the contract and shall warrant that the use of the SOFTWARE in accordance with the contract does not conflict with rights of third parties. The LICENSOR shall remedy any defects of quality or defects in title in the SOFTWARE within a reasonable time after receipt of the notice of defect by the CLIENT.

b. A defect exists if the SOFTWARE is not fit for use in accordance with the contract or if fitness for use is considerably impaired. Use in accordance with the contract is finally defined, for example, in any agreed specifications. If no specifications have been agreed, use in accordance with the contract corresponds to the condition and scope of functions established by the CLIENT during the CLIENT's test pursuant to Clause 9. If the SOFTWARE is completely unfit for use in accordance with the contract, the CLIENT shall be released from the obligation to pay the remuneration until the defect is

remedied. In the case of partial unfitness, the remuneration shall be reduced to a reasonable amount for the time until the defect is remedied.

c. The CLIENT shall document any occurring defects in a manner that is understandable for the LICENSOR and enables the LICENSOR, as far as possible, to reproduce the defect, and shall report such defects to the LICENSOR immediately after having noticed them. The CLIENT shall provide to the LICENSOR, to the extent acceptable, all information that the LICENSOR needs to assess and remedy the defect. In addition, the CLIENT is obligated to cooperate in limiting and/or containing defects.

d. If the LICENSOR cannot remedy a defect within a reasonable period set by the CLIENT that permits at least three attempts at remedying the defect, the CLIENT can give notice of extraordinary termination of the contract.

e. The LICENSOR shall pay damages due to a defect only in accordance with Clause 12. Liability of the LICENSOR for initial defects irrespective of fault shall be excluded.

f. There are no further claims and rights of the CLIENT due to defects in the contractual services other than the claims and rights expressly stated in this Clause 11-2. This restriction shall not apply if the LICENSOR fraudulently concealed a defect.

11-3 SOFTWARE LENDING

SOFTWARE LENDING free of charge shall merely give the CLIENT the right to use the SOFTWARE; in the case of SOFTWARE LENDING, the CLIENT shall not have any further rights such as warranty for defects of support. The CLIENT is free to enter into a separate maintenance contract with appropriate contents, subject to a fee. In the case of SOFTWARE LENDING, the LICENSOR shall be liable for a defect only if the LICENSOR fraudulently concealed the defect or if a guarantee expressly designated as such is not complied with. Liability under Clause 12 shall remain unaffected thereby.

12 – Liability

12-1 SOFTWARE PURCHASE and SOFTWARE RENTAL

a. The LICENSOR shall be liable without limitation in the case of wilful intent and gross negligence as well as damage from injury to life, body or health.

b. However, the limitation of liability specified in item a shall not apply to damage resulting from the breach of material contractual obligations arising out of a SOFTWARE PURCHASE or SOFTWARE RENTAL to the extent that the damage incurred typically results from breaches of obligations under this contract. Material contractual obligations are obligations that are the prerequisite for the proper performance of the contract and achievement of its purpose, and therefore the CLIENT can, as a rule, rely upon compliance with them.

c. The LICENSOR shall be liable for such damage as specified in item b also in the case of negligent behaviour, but liability shall be limited to damage that is typical and foreseeable at the time of conclusion of the contract. Liability for foreseeable damage shall be limited to a maximum amount equivalent to three times the agreed license fee.

d. Without prejudice to the other provisions of this Clause 12, the LICENSOR shall be liable for costs in connection with the restoration of data only to the extent that would have been required even if the data had been properly saved.

e. The above limitations of liability shall also apply for the benefit of the statutory representatives and vicarious agents of the LICENSOR if claims are asserted directly against them.

f. Unless liability for damage that was caused by slight negligence and is not based on injury to life, body or health has been excluded, such claims are subject to a limitation period of one year, starting from the time when the claim arises.

12-2 SOFTWARE LENDING

For the use of the SOFTWARE free of charge in the context of SOFTWARE LENDING, liability of the LICENSOR shall be limited to wilful intent, gross negligence and the lack of a guaranteed property. In the case of wilful intent, the LICENSOR shall be liable for the full amount; in the case of gross negligence and the lack of a guaranteed property, liability shall be limited to the amount of damage that is typical and foreseeable, except in the case of injury to life, body or health. Any further liability shall be excluded.

13 – Release from Liability in the Case of Use with Third Parties (Third-Party Property)

If the CLIENT is not the owner of the computer hardware, software or network in connection with which the SOFTWARE has been installed, the CLIENT shall release the LICENSOR from liability for any claims that the owner asserts against the LICENSOR unless such claims are based on culpable behaviour by the CLIENT or are the subject of a guarantee granted to the owner by the LICENSOR. The LICENSOR shall inform the CLIENT of claims asserted by third parties, provide all information and documents required for the defence upon request, shall either leave it to the CLIENT to defend against the claims, or defend against the claims by agreement with the CLIENT, and shall neither admit nor acknowledge the claims asserted without consulting the CLIENT. The LICENSOR's liability towards the CLIENT shall remain unaffected thereby.

14 – Notifications

14-1 Any notification subject to a time limit expressed in days under this contract must be received by the recipient in writing, by e-mail, during customary office hours on the last day of the specified time period at the latest. The sender shall bear the risk of loss, defective transmission or delayed receipt. The recipient shall ensure that receiving devices function properly.

14-2 Unless the party to whom a notification or other communication shall be sent has specified another address or e-mail address, all such notifications or other communications shall be delivered to the address or e-mail address most recently specified.

15 – Severability Clause, Contract Amendments, Applicable Law

15-1 If any of the provisions of these GENERAL TERMS AND CONDITIONS is or becomes ineffective and/or is in conflict with statutory provisions, the effectiveness of the remaining GENERAL TERMS AND CONDITIONS shall remain unaffected thereby. By agreement between the parties, the ineffective provision shall be replaced by a provision that best meets the commercial purpose of the ineffective provision in a legally effective manner. The above rule shall apply accordingly if provisions are missing.

15-2 Any amendment of a license and maintenance contract made on the basis of these GENERAL TERMS AND CONDITIONS shall be valid only if it is made in writing and signed by the parties (section 126 of the Civil Code). This shall also apply to an amendment of this requirement of written form.

15-3 By way of derogation from Clause 14-2, these GENERAL TERMS AND CONDITIONS can be amended by agreement between the CLIENT and the LICENSOR as described in the following: Before their intended coming into effect, the LICENSOR shall send to the CLIENT the amended terms and conditions in text form (e.g. e-mail) and shall separately advise the CLIENT of the new provisions and the planned date of their coming into effect. At the same time, the LICENSOR shall grant to the CLIENT a reasonable period of at least six weeks to state whether or not the CLIENT accepts the amended terms and conditions for the continued use of the services. If no statement is made within this period, which starts upon receipt of the notification in text form, the amended terms and conditions shall be deemed agreed. When the period starts, the LICENSOR shall separately advise the CLIENT of this legal consequence, i.e. the right to object, the objection period, and the meaning of not making a statement.

15-4 This contract shall be governed by German law, excluding references to other legal systems. Application of the UN Sales Convention (CISG) shall also be excluded. If both parties are merchants (sections 1 ff. of the Commercial Code), Darmstadt shall be agreed upon as the exclusive place of jurisdiction for any and all disputes arising out of or in connection with this contract.