

SOFiSTiK's End-User License Terms

1. General

- 1.1 SOFiSTiK AG ("SOFiSTiK") develops and markets specialist software for use in the construction industry.
- 1.2 The following terms apply to the licensing of software products of SOFiSTiK where SOFiSTiK is the sole Licensor.
- 1.3 Any provisions deviating from, or conflicting with, these terms and conditions, in addition to any standard terms and conditions used by the customer, shall not form part of any contract concluded between the customer and SOFiSTiK, unless SOFiSTiK expressly agrees to such terms.

2. Subject of the Contract; Obligations of SOFiSTiK

- 2.1 Subject of the License is/are the software product(s) identified in the Software License Agreement.
- 2.2 Unless otherwise agreed SOFiSTiK's grants to the customer the right to use the software on a permanent basis.

3. Usage Rights; Customer's Duty of Care

- 3.1. SOFiSTiK grants the customer the non-exclusive right to use the object code of the software, in accordance with the following provisions, for the duration as per section 2.2 above. No further rights are granted in connection with the supply of the software.
- 3.2. The customer is entitled to use the software on more than one item of hardware; however, the maximum number of workstations as agreed in the Software License Agreement must not be exceeded. The customer shall not allow multiple users to use the software on a single workstation simultaneously, nor shall the customer allow remote access of the software from another computer.
- 3.3. The customer shall be entitled to make copies of the software, to the extent that each copy is necessary for the use of the software. Necessary copying includes the installation of the software from the original data storage system on to the mass storage devices being used, as well as the loading of the program into the computer's primary storage.
- 3.4. The customer shall adopt appropriate measures to prevent unauthorised access to the hardware keys provided to the customer. The hardware keys shall be kept in a location secure from unauthorised access by third parties. The customer's employees are to be expressly and clearly informed of the necessity of complying with the license terms set out above as well as the importance of the hardware key.

4. Decompilation and Changes to the Program; Copyright Notices

- 4.1 The customer shall not translate the program code into other forms of code (decompilation) or employ other methods aimed at revealing the software's code in the various stages of its development (reverse engineering).
- 4.2 The customer is not entitled to remove or make alterations to copyright notices, serial numbers, or other features which serve to identify the software.

5. Transfer of the Software

- 5.1 In the case the software is licensed for use on a permanent basis, the customer shall be only permitted to make the software available to a third party on a permanent or temporary basis if:

- the customer notifies SOFiSTiK of the name and full address of the third party to whom the software is to be transferred;
- the third party declares in writing to SOFiSTiK its agreement that sections 6, 7, 8 and 10 of these License Terms shall remain valid and shall apply to the third party;
- the customer hands over all copies of the program, including any back-up copies and hardware keys, to the third party; and
- the customer deletes any copies of the program that are not handed over.

The customer's right to use the software shall end once the software has been transferred to a third party.

- 5.2 By way of derogation from the provisions of section 5.1 above, the customer, to whom a license of permanent use of the software has been granted, shall neither lease nor rent the software for commercial purposes.

6. Validity of the Rights of Use Granted

- 6.1 The right to use the software shall only become valid once the customer has paid the agreed amount (purchase price) to the seller of the software in full.
- 6.2 If the software is supplied to the customer by SOFiSTiK before the due date for payment of the invoice, according to section 9.5 of these License Terms, a provisional right of use shall be granted until the end of the due date.

7. Liability

- 7.1. The pre-contractual, contractual and non-contractual liability of SOFiSTiK is limited to cases of intent and gross negligence.
- 7.2. In cases of ordinary negligence SOFiSTiK's liability shall be limited to the breach of contractual obligations which are material to the contract (cardinal obligations). Furthermore, the amount of damages shall be limited to those losses which are generally foreseeable in connection with the supply of software. Cardinal obligations are those obligations for which the fulfillment is essential to the proper implementation of the contract as a whole, and the contractual partner may depend upon their fulfillment.
- 7.3. The above limitations of liability shall also apply where SOFiSTiK is vicariously responsible for its employees and agents.
- 7.4. The limitations of liability shall not apply to damage resulting from injury to the life, body or health of a person. For such damage SOFiSTiK shall also be liable in cases of ordinary negligence, and the amount of damages shall not be limited.
- 7.5. The liability of SOFiSTiK under the German Product Liability Law (Produkthaftungsgesetz) remains unaffected by these License Terms.

8. Miscellaneous

- 8.1 If the customer operates a commercial business within the meaning of Sec. 1 (1) of the German Commercial Code (*Kaufmann im Sinne des Handelsgesetzbuchs*) or a statutory corporation or foundation under public law, the legal venue for all disputes arising from or in connection with these License Terms is Munich/Germany.
- 8.2 If the customer operates a commercial business within the meaning of Sec. 1 (1) of the German Commercial Code (*Kaufmann im Sinne des Handelsgesetzbuchs*) or a statutory corporation or foundation under public law, the place of performance for all duties and

obligations arising from contracts between SOFiSTiK and the customer shall be the registered office of SOFiSTiK.

- 8.3 Agreements between SOFiSTiK and the customer shall be exclusively governed by German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 8.4 If any provision of these License Terms is, or later becomes, invalid, the validity of the remaining provisions shall remain unaffected.