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1.14. *Year of Contract*: The first twelve (12) months starting from the beginning of the license in accordance with the contract and every successive twelve-month period.

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6.3. When using the Software, the Licensee is obliged to comply with the duty of care necessary for usage.

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6.5. The Licensee is obliged to take suitable measures to protect the Software against access by unauthorized third parties, in particular to store all the copies of the Software in a protected place.

6.6. The Licensee is obliged to take reasonable precautions in case the Software does not work properly either altogether or in part (e.g. by means of daily data backup, failure diagnosis, regular monitoring of the data processing results). The Licensor can assume that all the data of the Licensee which it can come into contact with are secured, unless the Licensee explicitly indicates otherwise in advance.

6.7. The Licensee shall bear the disadvantages that result from a violation of the aforementioned collaboration and information duties.

7. Term, Revocation and Termination

7.1. Unless otherwise provided in the License Data and ensuing from the circumstances prevailing at the time of conclusion of the contract, the right of use granted with respect to the Software is for an unlimited period of time.

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7.3. The grant of the rights of use can be revoked or terminated in written form by the Licensor for cause at any time and without complying with a period of notice. Cause shall be deemed to exist in particular if the Licensee violates rights of use of the Licensor by using

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When the Licensee's right of use ends (e.g. by virtue of the end of the contract term, notice of termination, revocation or supply of a replacement), the Licensee shall delete or destroy all the data media, copies of the Software including the Backup and the Documentation provided for use and confirm this to the Licensor in writing upon request.

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10.3. Contributory negligence of the Licensee must be taken into consideration.

10.4. The foregoing restrictions of liability shall also apply to the personal liability of the employees, representatives and/or organs of the Licensor.

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11.2. If personal data are processed, the Licensor shall comply with the statutory data protection regulations. In this case the details on the data collected and the respective processing thereof are set forth in the data protection statement.

12. Confidentiality

12.1. The Licensee undertakes to treat Confidential Information in confidence and not to disclose it to third parties unless this is necessary in order to exercise the rights the Licensee is entitled to in accordance with these Terms and Conditions of License. In order to protect the Confidential Information the Licensee shall apply the same measure of care (but not less than a reasonable measure of care) as it applies to its own Confidential Information.

12.2. The obligation of secrecy under sub-sec. 12.1. does not apply to Confidential Information (i.) which was already in the lawful possession of the Licensee prior to being disclosed by the Licensor; (ii.) which was or becomes public knowledge without any violation of duty by the Licensee; (iii.) which the Licensee lawfully received from third parties without any secrecy obligations; (iv.) which was disclosed to third parties by the Licensor without any secrecy obligations; (v.) which was developed by the Licensee itself; (vi.) which has to be disclosed by law; or (vii.) which is disclosed by the Licensee with the prior consent of the Licensor in writing.

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13.2. If termination of the contract is necessary in order to comply with legal regulations of national or international law, the Licensor has the right to give notice of termination of the contract with immediate effect unless the Licensor is responsible for this.

13.3. The Licensee undertakes to furnish all the information and documents that are required for the export or movement of the products to be supplied in accordance with the contract and other work results required for the purpose of the supply and which derive from the Licensee's sphere of influence.

13.4. When passing on, transferring or otherwise providing to third parties for use in the domestic country and abroad the products to be supplied by the Licensor in accordance with the contract and other work results, the Licensee shall comply with the respectively applicable customs regulations and with the provisions of (re) export control law and obtain the permits necessary for this.

13.5. The Software may not be used for the manufacture or development of rockets, chemical/biological or nuclear weapons.

14. General provisions

14.1. The courts of Stuttgart, Germany, shall have exclusive jurisdiction and venue insofar as this is legally permissible. The Licensor reserves the right, however, to take legal action at a court with jurisdiction at the registered office or establishment of the Licensee.

14.2. The present Terms and Conditions of License and all agreements in this respect between the Licensor and

the Licensee shall be governed by German law excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods is explicitly excluded.

14.3. If a provision should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case the ineffective provision shall be replaced by a permissible provision approximating most closely the economic purpose of the original ineffective provision. This shall apply accordingly to any omissions.

14.4. Alterations and supplements to these Terms and Conditions of License must be made in written form. Emails do not comply with the written form requirement.

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