

General Terms and Conditions of CEBUS Software AG

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1 Conditions for Provision of Programs Developed by CEBUS

1.1 Contractual Subject

Contractual subject are the computer programs, the installation and operation instructions recorded on data media, as well as any other associated written material in accordance with the program specification. Deviations from this specification shall be deemed agreed only if made in writing and, with respect to each deviation, individually and in detail.

In the following, "Software" shall mean a modular, prefabricated standard computer program, "CEBUS" the CEBUS Software AG and "Licensee" the contractual partner of CEBUS.

1.2 Contractual Scope

The Software and the associated documentation are protected under copyright law. Any copyright notice present in the Software must not be removed. CEBUS grants the Licensee a non-transferrable, non-exclusive right to use the Software. The software may simultaneously be used only on as many workstations in a single network installation of a business as the Licensee shall have acquired licenses therefor. Any use exceeding this shall be inadmissible. Acquisition of rights in the Software itself shall be excluded. In particular, CEBUS reserves all publication, reproduction, editing and exploitation rights in the Software.

The right to use the Software can only be transferred to a third party on prior written consent of CEBUS and only under the conditions of this agreement. This shall apply also in the event of a sale, in whole or in part, or dissolution of the business of the Licensee. It shall be expressly forbidden to give away, hire out or lease the Software. The term of use shall be limited to 20 years.

The right of the Licensee to use the Software shall expire automatically without notice if it shall breach a condition of this agreement.

1.3 Warranty

a) CEBUS expressly draws attention to the fact that, according to the state of the art, it is impossible to create computer Software such that it will work error-free in all applications and combinations. Subject to this agreement, therefore, is Software that is basically suitable for the programs purchased and the associated operating instructions, in accordance with the Program specification.

b) CEBUS does not warrant that the Software will meet the requirements and purposes of the Licensee or work together with other programs selected by it. The Licensee shall be responsible for the right choice and the consequences of using the Software as well as the results intended or achieved with it even if the Software was demonstrated. This shall not apply if CEBUS was commissioned with holding consultation.

c) CEBUS draws attention to the fact that the use of Open Source products can lead to support restrictions or refusals by other Licensors. Selected CEBUS programs are released for working with Open Source products. CEBUS does not assume any warranty for the functionality of Open Source products.

d) In case of any substantial deviations from the Specification, CEBUS shall be obliged to repair them, provided this does not involve unreasonable expenditure.

Should CEBUS, within a reasonable period – of at least twelve weeks, (stated in writing) not succeed in repairing the substantial deviations from the Specification or working around them to enable contractual use of the Program by the Licensee, the Licensee shall be entitled to a reduced fee, without any right to annulment. CEBUS shall have the right to terminate the contract if any repair shall only be possible with unreasonable expenditure.

The Licensee shall provide CEBUS with verifiable documentation or records on the type and occurrence of any deviation from the specification.

1.4 Damages for Breach of Contract

CEBUS draws attention to the fact that the Licensee shall be liable for all and any damages for infringement of copyright for CEBUS arising from breach of these contractual provisions. For each case of non-compliance, the Licensee shall, without recourse plea for continuation of offence, pay CEBUS a penalty in the amount of ten times the rental fee, without prejudice to any further claims.

1.5 Changes and Updates

CEBUS shall be entitled to provide updates of the Software in its own discretion. CEBUS shall not be obliged to provide updates of the Program without a valid service agreement.

1.6 Delivery and Installation

a) Installation of the Software shall be carried out by the User in accordance with the CEBUS Installation Instructions. Partial deliveries of the modularly structured Software shall be expressly permitted.

b) CEBUS supports installations only on operating systems released for them or on Internet browsers with the necessary ancillary programs, such as word

processing. Decisive for this is the respective offer from CEBUS. The Licensee shall be responsible for creating the minimum hardware and Software pre-conditions specified by CEBUS.

c) The Licensee shall be responsible for trouble-free operation and unrestricted functionality of the operating system, the network, Intranet or Internet linking, ODBC and printer drivers as well as SQL databases. In case of faulty function, the Licensee may have to prove that these components and their configuration did not lead to a Program behaviour deviating from the Specification.

d) For support of the Installation, conclusion of a service agreement may be necessary. Service measures of CEBUS may be necessary for the correct operation of the Software.

e) On request of a special charge, CEBUS will guide the Licensee in meeting the above-named pre-conditions.

2 General Provisions

2.1 General Warranty

For programs not developed by CEBUS, for goods or services supplied acting in the capacity of an agent, the scope of the warranty shall be defined in accordance with the guarantee conditions and terms and conditions of sale of the service provider or manufacturer. CEBUS shall assign to its contractual partner all warranty, damages or other claims against the manufacturer.

2.2 Liability of CEBUS

CEBUS shall not be liable for any damage unless it was caused by intent or gross negligence on the part of CEBUS. In such a case, maximum total liability of CEBUS shall not exceed the amount of the rental charge excluding VAT. CEBUS shall not be liable for poor commercial success, indirect or consequential damage or for damage arising from third-party claims.

2.3 General Rules

a) To prevent data loss it is the duty of the Licensee to perform regular data back-ups and to check the result of such data back-ups. CEBUS shall assume that regular data back-ups be performed, particularly before the beginning of service work. No liability is therefore assumed for any data deleted by mistake. The Licensee shall be responsible for data security in local networks and on Internet.

When using CEBUS ASP services, CEBUS shall be responsible for data back-up.

b) The aim of support is to provide help quickly and straightforwardly. That is why CEBUS cannot assume any warranty for the correctness and completeness of the information and explanations given upon a support request via hotline, email, telephone or fax.

This shall not apply to written consultations.

c) Where changes to goods or Software supplied by CEBUS are made without prior written consent from CEBUS, the warranty claim shall become void.

d) CEBUS shall be allowed to indicate cooperation with the Licensee as well as to show the company logo.

2.4 Payments

All prices stated by CEBUS shall be net prices not including costs for shipping, transport insurance and statutory VAT in case of a part payment or leasing agreement, the entire remainder shall be due if payment has not been made within 60 days after the due date.

2.5 Reservation of ownership / place of jurisdiction / place of fulfilment

Until complete payment of amounts due from the business relationship, CEBUS reserves ownership of all products delivered.

The place of fulfilment for all obligations arising out of the business relationship shall be Kiel. If legally permissible, Kiel shall also be the place of jurisdiction. German law shall be applicable.

2.6 Salvatory Clause

Should one or more provisions of these "General Terms and Conditions" prove invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by such a provision that is closest to the commercial purpose of the invalid provision.

If you have any questions about these Terms and Conditions, please write to CEBUS-Software AG