

Terms and conditions of software use

1 contract object / terms

1a Licensed Material

We hereby grant the personal, non-exclusive and non-transferable right to use the offered software. The software is provided in an up-to-date version as an online solution.

1b Additional services

Services in connection with the development and adaptation of the license material to special needs, advisory support in selection, installation, commissioning and use of the license material as well as introduction and training of customer personnel, we provide delivery only in special agreement and on demand.

1c responsibility

Responsibility for the selection, installation, and use of the Licensed Material and for the purpose of solving the problem is not part of the provided software. You are responsible for the selection, use and maintenance of the computer systems used in connection with the software, other programs and data systems as well as the services required for this and provide the appropriate structure and process organization for the use of the software.

They are also responsible for compliance with the instructions given in connection with the use of the Licensed Material, make reasonable provision for the control of the results generated by the Program and are responsible for complying with the applicable law in the use of the Software.

2 Scope of the right of use

2a Intended use

„Intended use“ is

- the full or partial use of the software for the processing of data
- the use of the documentation in connection with the intended use of the programs

3 Delivery, installation, testing and acceptance of the licensed material

3a deliveries, transfer of benefits and risk

Unless otherwise agreed, the license material will be transmitted in its last valid version after sending the user data (Adimindaten).

Benefits and dangers of the licensed material are transferred to you upon provision.

3b Installation and test period

It is granted for a trial period of 30 days.

The test period begins

- On the day of the fee-based provision of access data for the administrator.

3c Acceptance of the Licensed Material

The licensed material is considered accepted

- if you do not object to the functions and services in writing by the end of the test period,
- as soon as you begin the productive use of the program.

The time of acceptance determined in this way is considered the „acceptance date“. For the detected during the acceptance and included in a bug list bug we are the warranty according to these terms and conditions. Further errors can be objected directly to the support.

4 Rights to the Licensed Material / Protection of the Licensed Material

4a Property and Property Rights

You are only entitled to the use of the licensed material under these terms and conditions. All other rights, in particular ownership, industrial rights and copyright of the Licensed Material and all other expressly assigned usage rights remain with us.

4b Confidentiality of Licensed Material

The Licensed Material contains information, ideas, concepts and procedures, in particular concerning the processing of data for particular applications, which constitute business and trade secrets of us.

Accordingly, you agree to treat the Licensed Material with the same care and confidentiality as your own business and trade secrets, use it only for its intended purpose and make it available to third parties, subject to the prior written authorization of us.

You must ensure, through appropriate instructions, agreements and other appropriate arrangements, that all persons who have access to the Licensed Material comply with these obligations

4c Control and backup of the Licensed Material

You will take the necessary organizational and technical measures to protect the Licensed Material from unintentional disclosure or access, theft or misuse by unauthorized persons.

In particular, all parts of the licensed material stored on it must be deleted before passing on IT systems, access data or storage media.

In addition, they ensure the control of the number and location of the number of users permitted in connection with the intended use.

4d Protection of intellectual property rights

You acknowledge the intellectual property rights, including the copyright of us, for the duration of the license granted to you for any infringement on the existence and scope of these rights and, in accordance with our requests, take all measures to protect and support the rights holder's rights in the Licensed Material to a reasonable extent in the defense of intellectual property rights.

4e injuries

If you, your employees or through you mandate intentionally or grossly negligently violate the provisions of these terms and conditions of use and protection of the license material, we will immediately terminate the contract and revoke the license

5 Warranty

5a Warranty for program features

A program defect that is subject to a warranty obligation exists if a program deviates from the assured applications, functions and services during intended use on the designated computer system and under the defined conditions of use and operation to such an extent that its suitability for use is suspended or considerably reduced.

5b Bug fix / warranty period

Within 6 months of the date of acceptance (clause 3.3), we will remedy program errors that are subject to guarantee in the valid, unmodified version of the program product for free, which have been sufficiently documented within 10 working days of their discovery. The documentation is sufficient if it enables the proof under which conditions of use and operating conditions a program error occurs. For certain functions with a longer periodicity (for example, year-end processing), a separate warranty period may be agreed in the offer.

The services include providing a correction code or version of the program or developing a fallback solution to bypass or suppress the error.

They will assist in the analysis of the causes and conditions of the program error, as well as in the development and testing of the correction code, or a circumvention solution to an appropriate and reasonable extent.

5c resignation

If we fail to remedy reported and documented bugs and therefore the suitability of the Licensed Material to the use described in the offer is canceled or significantly reduced, you can withdraw from the contract after expiry of a set grace period of at least 30 days. In this case, we will refund the payments made. The position of claims according to these terms and conditions remains reserved.

5d limitations of warranty

We can not guarantee that computer programs will run uninterrupted and error-free in any desired combination with any data, computer systems and other programs, nor that correcting a program error will prevent the occurrence of further program errors.

5e Cancellation of the warranty

We are exempted from a warranty obligation to the extent that a program error is due to circumstances beyond our control, such as, without limitation

- unauthorized changes to the conditions of use and operation,
- unauthorized interference with the program,
- operating errors,
- Influences of systems or programs not supplied by us

If it turns out that we are not responsible for a program error or that we have incurred additional expenses as a result of incorrect fulfillment of the duty to cooperate and to provide documentation, we have the right to charge you the actual costs for analyzing and correcting the error according to time – and material costs to invoice.

5f program maintenance services

We are prepared to provide performance maintenance services for the intended use after acceptance, or after expiration of the warranty period, for a definite or indefinite period of time based on the approaches, specifications and conditions of a separate software maintenance agreement or by special agreement or to be provided.

6 Legal guarantee

6a content

We declare that the Licensed Material is either self-developed or in possession of the applicable intellectual property rights, in particular copyright, or that the Rightsholder has acquired the rights to use and distribute the Licensed Material and that no prior rights exist in the conclusion of this Agreement or any offer Third are known.

6b defense duties

Should third parties claim you for breach of allegedly owned property rights, we will defend and defend you at our own expense and for any costs and damages imposed by final court decision if you promptly inform us in writing of the claim raised and to conduct the defense, including Settlement of a settlement, empowering and supporting it to an appropriate and reasonable extent and the claim of the third party based on the intended use of the valid, unmodified version of the Licensed Material would infringe an existing German intellectual property right or constitute unfair competition.

6c measures

If we believe that the valid, unmodified version of the Licensed Material could infringe third-party intellectual property rights in Germany, you may choose to make modifications at your own expense to remove the infringement or enter into negotiations to obtain the appropriate rights from the better-qualified third party to acquire.

If these measures do not lead to reasonable and reasonable efforts and the violation of property rights is determined by a final judgment, we will compensate you for the loss of the right of use by reimbursement of royalties paid, after deducting a reasonable remuneration for the interim use, and any judicial imposed Take over costs and damages.

6d suspension

We are released from the above obligations if there is a protective claim based on the fact that you have changed the license material, used it together with other programs or data, or under conditions other than those offered, defined conditions of use and operation.

7 Liability

7a For indirect and consequential damages

Any liability or obligation arising out of or relating to the use and exploitation of the Licensed Material and the testing of programs, the recovery of unsecured data, and indirect or consequential damages such as lost profits, unrealized savings, additional expenses or third party claims as far as legally permissible.

7b Prevention of fulfillment

We shall not be liable if, for reasons for which we are not responsible, the timely and proper performance of services under this contract is prevented.

7c data security

We take the necessary measures to ensure the highest possible level of data security. The data is stored on a third party, which is certified according to ISO 27001, unless otherwise stated, stored on German servers. We are not responsible for any data loss or possible third-party data theft. The sovereignty over the data and the data protection are your responsibility.

8 Different regulations

8a Privacy Policy

The contracting parties are aware that conclusion and fulfillment may lead to the processing of personal data about the contracting parties, their employees, subcontractors and so on. You agree that such data may be used to process and maintain your business relationships and to that end also to third parties, e.g. Manufacturers, suppliers, holders of property rights, subcontractors, freight forwarders, credit institutions can be disclosed. The disclosing Affiliate will in such cases provide appropriate organizational, technical and contractual arrangements to ensure data protection.

9 Final provisions

9a content

These general terms and conditions and ancillary agreements govern the relations between the contracting parties and replace the negotiations and correspondence prior to the conclusion of

the contract. In the event of deviations, the most recently valid provisions of the annexes and ancillary agreements shall prevail over these terms and conditions.

9b written form

These terms and conditions, any changes and additions as well as all ancillary agreements must be in writing to be valid and must be approved by both contracting parties. This form requirement can be waived only by written agreement.

9c messages

For the exercise of rights and obligations from these Terms and Conditions certain notices are to be sent in writing, by letter or by fax and subsequent written confirmation to the imprint specified addresses.

9d partial nullity

Should individual provisions or parts of these terms and conditions prove to be void or ineffective, this shall not affect the validity of the rest. In such a case, we will adapt the terms and conditions in such a way that the purpose intended by the void or ineffective part is achieved as far as possible.

9e assignment and transfer

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9d partial nullity

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9e assignment and transfer

These general terms and conditions or individual rights and obligations arising therefrom may only be assigned or transferred to third parties with the prior written consent of the other contracting party.

9f Applicable law

The terms and conditions are subject to German law.

9g combat action

Both contracting parties undertake to seek a mutually agreed settlement in good faith in the case of disagreements in connection with these, if necessary with the assistance of an independent expert as arbitrator.

If, despite the efforts of the contracting parties, no agreement can be reached by amicable means, the court of jurisdiction Ravensburg shall apply.