

Licensing Terms and Conditions

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1 User License Terms and Conditions for Compart Software Products

These Compart license terms and conditions apply to the use of Compart software products. Compart products are intended for business people in the spirit of the German Commercial Code (HGB). If the end user is not a business person in the spirit of the HGB, the legal directives applicable in the case of inapplicability of individual provisions shall be replaced by the legally stipulated provisions unless agreed otherwise in individual contracts.

The Compart software is to be used as specified in the following license terms and conditions and requires agreement with the provisions. With the installation of the software, the user accepts these license terms and conditions in their entirety. If the user is not in agreement with the following provisions, he or she is not authorized to use, install or copy the software or to pass it on to a third party.

2 Usage Rights Provided by Licenses

Upon payment in full of the purchase price or rent, the software licensee obtains the contractually defined, non-exclusive rights to use the software, including available documentation. The contractually stipulated use includes the creation of a backup copy of the licensed program, provided this is necessary for the designated use. Compart explicitly states that the software may not be used if a risk of danger to life, body or health exists or may arise. Compart accepts no liability for this.

The contractual software includes the functions listed in the respective product flyers made available by Compart on website www.compart.com and in the corresponding product sheets published by Compart.

Software installation, instruction and training are not included in the license but may be arranged in an individual contract with Compart.

The software is protected by copyright. The product names of the software/trademarks shall be recognized by the licensee as the property of Compart, even if not explicitly labeled as such.

2.1 License Scope

The licenses vary according to scope of use:

2.1.1 Client License

With client licenses, the number of installations on individual workplaces must not exceed the purchased number of licenses. If installed in a network, the licensee must only allow access to as many users as are permitted by the license model. The use of a "Concurrent User Model" is not permitted.

2.1.2 Server License

In the case of a server license, the number of installations on servers must not exceed the number of purchased server licenses. With server licenses, the software checks the number of processors/ cores and makes certain that there are not more instances of the software running simultaneously than there are licensed processors/cores.

2.1.3 Location License

With a location license, the software may be installed and operated any number of times at one specific licensee location. The location is contractually stipulated and may only be changed upon written agreement with Compart. With this license type, affiliated companies at the licensed location are excluded.

Affiliated companies are defined according to paragraphs 15 et seq. of the German Companies Act, whereby independent companies are considered to be affiliated if the primary licensee holds at least 80% of the nominal capital or equivalent voting rights.

2.1.4 Corporate License

In the case of a corporate license, the software may be installed and operated any number of times within a company. Corporate licenses are regulated in individual contracts. Corporate licenses contain only non-transferable usage rights. The status quo of the company at the time the contract is closed always applies. The company is obliged to inform Compart of any changes to the company status. Re-licensing is only possible upon written agreement with Compart.

2.2 License Type

The licenses differ according to type of use:

2.2.1 Production License

A production license refers to a fully functional product and includes the contractually defined usage rights of the licensed product. The prices listed in the price list refer to the purchase or lease of production licenses.

2.2.2 Backup License

A backup license requires a licensed product version and, like the production license, refers to a fully functional product. It includes the permission to install this product version on a second system for backup purposes (same functionality and throughput class). This backup may be kept ready for the case that a version licensed with a production license cannot be used. Thus, it does not give permission for the simultaneous productive use of the production license and backup license product versions. A backup license can be requested at no charge within the scope of the purchase of a main license or on the basis of an existing maintenance contract.

2.2.3 Development License

A development license is a license that enables the licensee to use—in addition to a productive version—a separate version of the product for the purpose of testing specific configurations and environments. It is only available as a

sublicense with the same functionality and throughput class as a licensed product. A development license is usually purchased for the same operating system as the production license; it may, however, also be purchased for an operating system of a more economical price group. It is not possible to purchase development licenses for an operating system of a higher price group.

2.2.4 Evaluation License

Some products are available prior to the purchase of the production license for a certain period of time for evaluation purposes with no license costs. In this case, the customer or interested party obtains a license file that enables use of the product without restrictions in functionality up to a time defined by Compart. An evaluation license may not be used for productive purposes unless Compart has given prior written consent. After this evaluation time has elapsed, usage rights are terminated and the product may no longer be used. Some of the output filters are limited with respect to the number of pages that can be generated during a program run.

2.2.5 Trial License

Trial licenses are also available for some products. These are cost-free versions and are limited in functionality either immediately or after a period of time specified by Compart. These versions may only be executed for the purpose of testing or demonstrating functionalities.

2.2.6 Partner License

A partner receives a time-limited partner license at no cost for the contract products. During the duration of the partner contract, this license is periodically extended for test, integration and demonstration purposes. The partner license authorizes the partner to demonstrate the contract products to end customers for presentation purposes; the products may not, however, be passed on to the end customers. The partner license does not authorize the

respective partner to use the contract products for productive purposes.

2.3 System Change

If the licensee changes the licensed host name or a similar system identity, the licensee must request a new license key and, in a declaration to prevent the misuse of the license key, provide legally binding assurance that the old license key will no longer be used and will be appropriately deleted. License transfers are generally free of charge, provided a maintenance contract is in place at the time the request is made or the transfer requests made by the end customer are kept within normal limits.

2.4 Software Modification

The transformation of the provided, executable object code into other code forms ("decompilation" and "disassembly"), as well as any other types of reverse engineering of the various production levels of the software ("reverse engineering"), including program changes, manipulation, copying, derivation, and modifications to the software or the associated written material, into any other form beyond the cases stipulated by Article 69 d and e of German copyright law, is not permitted. A program change is not permitted unless absolutely necessary for the intended use and for purposes of error rectification and Compart is not able to rectify the error in a timely manner or definitively refuses to rectify the error. In this case, the licensee may only authorize a third party who is not in a competitive relationship with Compart to rectify the error if it is possible that important program functions and methods may be revealed during the error rectification process. The licensee is only authorized to decompile the object code if deemed necessary for establishing the interoperability with other software programs, if the required information has not been made available to the licensee in spite of requests made to Compart, and if actions are limited to the parts of the original program that are necessary for establishing interoperability. The knowledge gained in this

way must not be used for other purposes, passed on to third parties, or used for internal developments by the licensee. Upon delivery of program source code within the scope of the project, provision may be made for modification by the licensee; this may, however, only occur within the scope of the contractually defined conditions.

2.5 Proprietary Notices

Copyright and other proprietary notices, serial numbers, as well as other features that serve to identify the software may not be removed or changed. They are to be included with every authorized copy of the delivered product.

2.6 For Temporary Assignment of the Software

The licensee's user rights and usage rights begin and end at the contractually agreed time. For the lease duration, the license includes full service as per the standard service level according to Compart's general service conditions. Service includes, in particular:

- Hotline support during the general service hours and
- Rectification of malfunctions (defect support) as well as
- Product maintenance (adaptive maintenance)

Temporary assignment of the software can be converted to permanent assignment through a mutual agreement with Compart. The contract which serves as the basis of the temporary assignment, with all associated rights and obligations, is thereby automatically terminated.

The licensee is required to return the software upon termination of the contract. Proper return includes the complete and permanent deletion of the software and any existing copies. The licensee is to provide Compart with legally binding assurance of this. Upon termination of the contract, the software must no longer be used. Failure to observe this is a violation of

copyright law, and Compart reserves the right to pursue civil and criminal prosecution.

3 Limitations

The licensee obtains no rights through purchase or lease with respect to the software itself that go above and those specified under **Section 2 (Usage Rights Provided by Licenses)**. Compart remains sole owner of all rights. In particular, Compart retains all property, copyright, publication, duplication and editing, and usage and analysis rights for the software.

Any non-authorized duplication or use of the software and the corresponding documentation, including excerpts, is subject to damage compensation and may result in criminal as well as civil prosecution. Should the licensee violate the provisions of these license terms and conditions, the licensee forfeits any warranty claims and Compart may extraordinarily terminate an active maintenance contract. Furthermore, Compart reserves the right to assert compensation claims for the arising material damage and a contractual penalty for each violation.

3.1 For Permanent Assignment of the Software

The Compart software may neither be passed on to third parties nor rented or leased without specifying the new user by name and the license first having been transferred by Compart. Employees of the licensee are not considered to be a third party, provided they use the software in accordance with the contractually stipulated terms on behalf of the licensee. A prerequisite for a license transfer is a prior confirmation of deletion from the previous user with reference to the old license and the prior written acceptance of the Compart license terms and conditions by the new user. Compart shall not deny its approval of a license transfer contrary to the principles of good faith unless there are justifiable reasons against this license transfer.

3.2 For Temporary Assignment of the Software

The licensee may not pass the software on to third parties, neither by sale nor for a limited time. In particular, it may not be rented or lent.

4 Electronic Delivery

Compart delivers the Compart products electronically.

5 Liability Limitations

Compart accepts no liability for ensuring that the product is suitable for the task intended by the licensee. The licensee accepts sole responsibility for the choice and use and the respective, intended results, unless specific functionalities were explicitly agreed upon in the offer/contract. The functional scope is specified in the respective product flyers made available by Compart on website www.compart.net and in the corresponding product sheets published by Compart.

Guarantees in the legal sense exist only if they have been explicitly stated as such and agreed upon in writing.

It should be noted that it is not possible to develop data processing programs that are free of errors. Compart is committed to ensuring that, at the time of delivery, the software can be used in the contractually defined scope.

5.1 Basic Limitation of Liability

Unless other contractual arrangements were made, all claims for losses of the licensee of any type—direct or indirect damages, damages to other software, and for lost profit—are excluded. This applies, in particular, for claims arising from breaches of duties from a potential contractual relationship and from tort. The liability of Compart is unaffected if Compart acted willfully or with gross negligence as well as in all cases of culpable violation of substantial contractual obligations (cardinal obligations) and the purpose of the contract is, as a result, endangered as a whole.

5.2 Limitation of Liability in Terms of Amount

In the case of breach of cardinal obligations, Compart's liability for minor faults is limited to the amount of the purchase price of the software or three times the annual rent. If, in the aforementioned case, the purchase price of the software or three times the annual rent does not, as an exception, meet the typically foreseeable damage, Compart's liability is, in any case, limited to the typically foreseeable damage. Compart explicitly states that a standard maximum value of €500,000 is reinsured as typically foreseeable damage.

5.3 Non-Applicability of the Entire Liability Disclaimer

The preceding liability disclaimer and the preceding limitation of liability do not apply to claims in accordance with the German Product Liability Act or if Compart provided a guarantee for the condition of the product. Furthermore, the limitation of liability does not apply to damages resulting from injuries to life, body or health. Explicit reference is made to [Section 2 \(Usage Rights Provided by Licenses\)](#), Sentence 3 of the license terms and conditions.

5.4 Liability Disclaimer for Failure to Perform Data Backup

The licensee is also responsible for periodically backing their data. In the event of data loss for which Compart is responsible, Compart is, therefore, only responsible for the costs of duplicating the data on the backup copies that are to be created by the licensee and for restoring the data that would have been lost in the event of a properly performed data backup.

5.5 Contributory Negligence

Should a damage be attributable to both Compart as well as the licensee, the licensee must accept responsibility for their contributory negligence, particularly in the case of inadequate error messages, unauthorized interventions in the software, inadequate data

backup and defensive measures against computer viruses, and protection against access by Compart to confidential or personal data. Insufficient data backup is considered to have occurred, in particular, if the licensee has neglected to take appropriate and up-to-date backup measures against external influences, especially if no precautions have been taken against computer viruses and other phenomena that could jeopardize individual pieces of data or all stored data.

5.6 For Temporary Assignment of the Software

The strict liability of Compart for any errors present upon conclusion of the contract acc. to Article 536a Paragraph 1 of the German Civil Code is explicitly excluded.

6 Place of Jurisdiction and Applicable Law

These license terms and conditions are subject exclusively to the laws of Germany; jurisdiction lies solely with German courts. The applicability of international private law and of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. Within Germany, the statutory place of jurisdiction shall apply. For licensees outside of Germany, Böblingen shall be the court of jurisdiction.

7 Liability for Defects

Compart commits itself to ensuring that the software listed in this price list satisfies the requirements listed in the product flyers and applicable product sheets and to ensuring that the software can be used as specified and is functional.

The rectification of malfunctions within the scope of liability for defects includes the timely identification and elimination of problems that result in the specified functions of the contract products not being available or being incomplete or limited in use.

In the event of defects, Compart shall, in the case of temporary assignment of the software, rectify any defect within the scope of its obligation to ensure proper function within a reasonable period of time; for permanent assignment of software within the warranty period for defects, defects shall be rectified quickly. In both cases, corrections shall be made at no charge to the licensee. If it is not possible to correct a defect quickly, Compart shall provide an acceptable workaround for the defect while it is being corrected. According to the current state of technology, defects in programs cannot be excluded. Such defects in data processing programs cannot, thus, be excluded under all application conditions. Object of defect liability is, however, that the program can be used within the scope of these restrictions.

If, within the scope of an additional installation, specific production sequences are defined by the customer, customer-specific modifications do not fall under product defect liability, unless other arrangements were explicitly made in writing with Compart.

Liability for defects shall not be accepted if

- defects are not reproducible or
- defects can be attributed to changes made to the software by the licensee or by a third party not authorized by Compart, unless the licensee is able to prove that the defect which occurred is not the result of this change and as long as this change does not affect the defect analysis and rectification or
- the licensee did not follow instructions from Compart for the installation, administration, or operation of the contract products or disabled functions of the contract products through incorrect operation or
- the production sequences/data on which the contact is based were changed without prior approval from Compart, thereby affecting the used contract products from Compart or preventing them from running or

- the system environment was changed by the licensee in a way not approved by Compart or
- the malfunction can be attributed to defects or malfunctions of external hardware or system software.

If the examination by Compart reveals that there are no defects present, and if, by reporting this defect, the licensee is guilty of intent or gross negligence, or if a reported defect cannot be attributed to a Compart product, or if the defect is caused by changes made by the licensee or by a third party not authorized by Compart, or if one of the reasons listed above for not accepting defect liability has occurred, the licensee may be charged at industry-standard service rates for the time and effort associated with the analysis of the malfunction and for preparing the corresponding analysis documents, and for the further consultation and support requested by the licensee with regard to this problem.

For permanent assignment of the software, the warranty period for defects between business people is one year. For non-business people, the legally stipulated liability for defects shall apply. In cases of malice or acceptance of guarantee by Compart, the legal provisions shall apply. For products, defect liability begins with delivery of the software, though no later than at the time of invoicing unless explicitly agreed otherwise.

For software assigned on a temporary basis, defect rectification shall be provided at Compart's discretion either in the form of a free correction or replacement. The licensee may not offset reduced functionality by reducing the agreed rent price. Corresponding claims for unjust enrichment or damage remain unaffected. Furthermore, the licensee's right to terminate the contract due to failure to provide a usable product acc. to Article 543 Paragraph 2 Clause 1 No. 1 of the German Civil Code is excluded unless the correction is considered to have failed. A correction or replacement delivery may only be deemed to have failed if definitively

refused by Compart or if unacceptable for the licensee or if it is impossible.

8 Acceptance and Analysis of Malfunctions With-in the Scope of Defect Liability

The licensee can report malfunctions of the licensed products through one of the following channels:

- via telephone (+49-7031-6205-112) during the general service hours from 8:00 a.m. to 8:00 p.m. CET/CEST from Monday to Friday, except on official German public holidays celebrated in all German states,
- or via e-mail (support@compart.com),
- fax (+49-7031-6205-555) or
- mail (Department: Support).

Once notified of a malfunction, Compart shall respond to the reported malfunction as follows:

9 Processing of Malfunctions Within the Scope of Defect Liability

If the analysis performed by Compart shows that the malfunctions of the licensed product are justified, Compart shall proceed as follows:

The work to correct malfunctions is usually performed by Compart during regular service hours.

Compart provides the licensee with either a hotfix as a temporary solution or a released build in which the malfunction does not occur.

If these are not available or cannot be made available within a reasonable period of time, Compart shall work to rectify the malfunction, possibly with the aid of an acceptable intermediate solution, within a reasonable period time, taking into consideration the reduction in usability and the severity of the malfunction (between 8 hours and the next release). This solution shall then be made available to the licensee. If a subsequent improvement cannot be made within a reasonable period of time, the licensee shall set

a reasonable extension for Compart, provided this is acceptable to the licensee and Compart has not definitively refused subsequent improvement. Should the contract be rescinded, Compart is authorized to demand compensation for the temporary use of the software, taking into consideration the functional impairment.

Notwithstanding any other provisions of the license and usage terms and conditions, the aforementioned reaction measures do not apply in cases of force majeure or in the event of unforeseen or unavoidable events or events for which Compart cannot be held responsible.

The rectification of defects by Compart can also occur through instructions given to the end customer via telephone, in writing or electronically. To accelerate the problem analysis and rectification, it is possible, in consultation with the licensee, to also take advantage of the more effective possibilities of remote maintenance for the specified services, taking into consideration the licensee's duties to cooperate listed in [Section 10 \(Licensee's Duties to Cooperate\)](#). In this case, the licensee shall provide the necessary technology and cover the costs for supplying these measures.

10 Licensee's Duties to Cooperate

If a malfunction is reported, the licensee shall specify a competent contact and commit to having such defects examined by specialist personnel before they are reported. Furthermore, within the bounds of what is reasonable, the licensee commits to support Compart during the rectification of the defect. This includes, in particular, providing a precise description for reproducing the malfunction and/or providing suitable test data. The licensee commits to protect confidential data from access by Compart or its employees that may arise during the course of service work, e.g. through anonymization. The licensee shall perform periodic backups to protect against data loss using state-of-the-art technology that is appropriate for the respective dangers. The licensee shall notify us immediately should a

third party assert a claim for breach of copyright and, where possible, shall leave the defense against such claims up to Compart. In doing so, the licensee shall provide Compart every reasonable support. In particular, all necessary information on the use and possible changes to the programs shall, where possible, be provided in writing and necessary, related documents made available. In the case of temporary assignment of the software, the licensee is obliged to take appropriate precautions to prevent unauthorized access by third parties to the program.

11 Offset/Assignment/Pledging

The licensee can only offset Compart's claims against undisputed or legally established claims. Without the written consent of Compart, demands against Compart can neither be assigned nor pledged.

Compart retains all usage rights as its property until payment of the full purchase price (time-limited license key).

12 Third-Party Components

Compart reserves the right to include third-party components in the Compart software products (e.g. open source) that are subject to supplementary, separate license terms and conditions.