

Maintenance and licence conditions for the maintenance and support of Stampack GmbH software**§ 1 Subject of the maintenance conditions**

- (1) Stampack GmbH provides the services described in the maintenance and licence contract as well as maintenance and support of the software cited in the maintenance and licence contract as set out in these maintenance conditions.
- (2) The maintenance and licence contract comes into effect upon receipt by Stampack GmbH of the contract form signed by the customer.
- (3) The maintenance of computer hardware is not the subject of this contract.

§ 2 Scope of the maintenance services

- (1) The maintenance services include the ongoing improvement (updating) of the products, troubleshooting, advice and support for the customer in the event of program malfunctions. In detail, as follows:
 - a. Product updates, consisting of a corresponding data set and the associated documentation.
 - b. Emergency service in the event that the customer reports a program error that has a direct influence on the productive use of the product. The emergency service provides for a Stampack GmbH employee to investigate the reported fault and offer the customer an alternative solution.
 - c. Telephone hotline or email support, Monday to Friday between 9.00 am and 5.00 pm German time, except on public holidays, in the event of problems regarding the use of the software as well as any program errors.
 - d. Maintenance and software care shall be provided in accordance with the respective state of the art and such that it is oriented towards the interests of the entirety of software users. The services shall only be provided in relation to the most recent and last delivered software version from Stampack GmbH.
- (2) Contractual maintenance services do not include the following services:
 - a. Maintenance services that become necessary due to the use of the software on a different hardware system than that recommended by Stampack or use with a different operating system.
 - b. Maintenance services following an intervention by the customer in the program code of the software.
 - c. Maintenance services arising due to the interaction of the contractual software with other computer programs which are not the subject of this maintenance contract.
- (3) Additional software modules that are purchased from Stampack GmbH after the conclusion of the maintenance and licence agreement are automatically added to the existing maintenance and licence agreement.

§ 3 Maintenance and licence period; termination

- (1) The term of the maintenance and licence contract defines the maintenance and licence period and begins on the date agreed in the contract.
- (2) The maintenance and licence contract is concluded for an indefinite period. The minimum term is one year. This period is automatically extended by one further year respectively if the maintenance agreement is not terminated in writing by either the customer or Stampack GmbH at least 3 months before the minimum term expires. The right to terminate with good reason remains unaffected.
- (3) Stampack GmbH has the right to terminate the maintenance contract with immediate effect with good reason, in particular if:
 - a. The customer makes an assignment for the benefit of creditors or if a receiver, administrator or other similar third party is appointed.
 - b. The customer files for bankruptcy or arrangement.

- (4) Advance warning of any termination of the further exchange of services (e.g. in the case of withdrawal, reduction, termination with good reason, damages in lieu of performance) must always be provided, citing the grounds and setting a reasonable deadline for rectification (at least two weeks except in emergencies) and can only be declared within two weeks after expiry of the deadline. In the cases prescribed by law (cf. § 323 section 2 German Civil Code) the setting of a time limit may be omitted. Anyone who is wholly or largely responsible for the disruption cannot demand reversal.
- (5) In order to be valid, all declarations in this context must be issued in writing.

§ 4 Payment

- (1) The annual fee can be found in the maintenance and licence contract. The amount plus the respective statutory value added tax shall fall payable in advance without deduction.
- (2) The fee may be appropriately increased for the second year and subsequent years of the term of the maintenance and licence contract by means of a corresponding written notification from Stampack GmbH to the customer, whereby this notification must be made at least three months before the increase comes into effect. If the increase in the fee is more than 10% in relation to the previous year, the customer may terminate the contractual relationship within 4 weeks of receipt of notification of the increase.

§ 5 Confidentiality and data protection

Both parties shall maintain secrecy about all business and operational matters of which they become aware and shall treat all information in connection with the performance of this contract as strictly confidential, even after the contract has expired. The customer acknowledges that the software and the associated documents are legally protected objects and trade secrets and undertakes to maintain secrecy with regard to the software and documents provided in accordance with the contract for their own internal purposes, even beyond the end of the contract, unless these are in the public domain without any breach of the obligation to maintain confidentiality.

The obligation to maintain confidentiality also includes (without limitation) the obligation to take appropriate steps to ensure that this confidentiality obligation is observed by the respective employees.

Stampack GmbH processes the purchaser's data required for business transactions exclusively in compliance with the data protection regulations.

§ 6 Cooperation obligations of the customer

- (1) The customer shall report faults, errors and damage without delay (see also § 10). Notification in this regard may initially be provided verbally, but must be repeated in writing no later than the next working day. The customer must follow the instructions provided by Stampack GmbH when circumscribing, isolating, identifying and reporting errors. If necessary, the customer must use checklists provided by Stampack GmbH.
- (2) The customer must specify their error messages and questions to the best of their ability. They must rely on competent staff for this.
- (3) During necessary test runs, the customer shall be personally present or shall assign competent employees for this purpose, who are authorised to judge and decide on defects, function extensions, function reductions as well as changes to the program structure. If necessary, other work with the computer system must be halted during the period of maintenance work.
- (4) Before installing the software, the customer must check all data that will be further processed and back it up according to the state of the art.
- (5) The customer is obliged to produce back-up copies regularly and in accordance with the risk.
- (6) The customer shall provide Stampack GmbH with access to the software and facilitate the delivery of new software online via data lines. The customer shall establish the necessary connections for this.

§ 7 Decompilation and program modification

- (1) The reverse translation of the program code provided into other code forms (decompilation) as well as other types of reverse engineering of the various production stages of the software are not permitted.
- (2) Copyright notices, serial numbers and other features serving to identify the program may not be removed or changed under any circumstances.

§ 8 Liability

- (1) Stampack GmbH shall only pay compensation or reimbursement of futile expenses, regardless of the legal reason (e.g. due to contractual and quasi-contractual obligations, material and legal defects, breach of duty and tort), to the following extent:
 - a. Liability in the event of intent, fraudulent intent and under guarantee is unlimited.
 - b. In the event of gross negligence, Stampack GmbH shall be liable in the amount of the typical damage foreseeable at the time the contract was concluded.
 - c. In the event of a simple negligent breach of a cardinal obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place, the observance of which the contractual partner regularly relies on and may rely on and the breach of which endangers the achievement of the purpose of the contract), Stampack GmbH shall be liable in the amount of the typical damage foreseeable at the time the contract was concluded.
- (2) Stampack GmbH reserves the right to object to contributory negligence. In particular, the customer has the obligation to back up data and to defend against malware in accordance with the current state of the art. In particular, liability for loss of data shall be limited to the typical recovery expenditure that would have occurred if back-up copies had been made regularly and in accordance with the risk.
- (3) In the event of injury to life, limb and health and in the event of claims under the Product Liability Act, the statutory provisions shall apply without modification.
- (4) The regulations set out above also apply in favour of the employees of Stampack GmbH.

§ 9 Warranty

- (1) Subject to the following special provisions, the statutory regulations shall apply to defects in the delivered software and the services under the maintenance and licence contract.
- (2) Stampack GmbH may choose to remedy the defect by repair or replacement. As a general rule, Stampack GmbH will rectify the defect by showing the customer how to circumvent the defect that has occurred. If this is not reasonable, the customer shall be supplied with a previous program version that does not contain the error, provided that an error-corrected program version is not yet available from the manufacturer.
- (3) In the event of failure of the repair or replacement delivery, the customer may withdraw from the contract or demand a discount.

§ 10 Obligation to examine and give notice of defects

- (1) The user shall examine the delivered software including the documentation within eight working days of delivery, in particular for the completeness of the data carriers and manuals as well as the functionality of basic program functions. The supplier must be notified in writing within a further eight working days of any defects that are found or can be found in the process. The notice of defects must contain a description of the defects in as much detail as possible.
- (2) Notification of defects that cannot be detected within the scope of the proper inspection described must be given within eight working days of discovery in compliance with the requirements set out in clause 1.

- (3) In the event of a breach of this obligation to inspect and give notice of defects, the software shall be deemed to have been approved in view of the defect in question.

§ 11 Prohibition of assignment

Any assignment of rights or transfer of obligations arising from the maintenance contract and the services described within the scope of these maintenance provisions requires the prior consent of Stampack GmbH.

§ 12 Use, duplication, transfer of the software

§§ 69 a to 69 g of the German Copyright Act shall apply with regard to the use, reproduction and transfer of the software. Furthermore, the licence conditions of the software manufacturer must be observed.

§ 13 Choice of law

With regards to all legal relationships arising from the contractual relationship per the maintenance and licence contract, the parties agree that the law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

§ 15 Jurisdiction

For all disputes arising from and in connection with this contract, the place of jurisdiction for contracts with merchants and persons of equal status is the registered office of Stampack GmbH.

§ 16 Final provisions

- (1) All agreements that contain an amendment, supplement or clarification of these contractual conditions, as well as special assurances or agreements, must be issued in writing. Compliance with the written form is a prerequisite for the effectiveness of the declaration. Transmission in text form, in particular by fax or email, shall be sufficient to comply with the written form requirement. If declarations are issued by representatives or other auxiliary persons of Stampack GmbH, these shall only be binding if the company issues corresponding written consent.
- (2) References to the inclusion of the customer's T&Cs are hereby expressly contradicted.
- (3) Should one or more of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision that reflects the intended purpose insofar as possible. The same applies if a loophole arises during the execution of the contract that requires amendment.