

## General Licensing Conditions

### 1. Conclusion of contract

The Master Contract as understood by the present General Licensing Conditions is the contractual relationship between Licensor and Licensee on which the release of the platform is based.

The Licensor is the party, which releases the platform according to the Master Contract. The Licensee is the recipient of the application.

The special contractual conditions are to be set forth in the Master Contract.

The special contractual conditions and general licensing conditions are in the following referred to jointly as "Software Licensing Agreement".

With the conclusion of the Master Contract between the parties, and with the acceptance of the program carrier or, if no program carrier is handed over, with the transfer of the program into the licensee's data processing system at the latest, these General Licensing Conditions are regarded as contractually agreed, unless the parties to the Master Contract have made different arrangement in writing, with explicit reference to these General Licensing Conditions.

### 2. Scope of the License

2.1 The Licensor grants the Licensee the non-exclusive and non-transferable right to use the software.

2.2 The Licensee may use the platform only in the system named in the purchase contract.

Any use of the application and its information for purposes other than those agreed between the parties is not permitted.

2.3 No copies may be made of the documentation handed over to the Licensee.

2.4 Any further processing of the platform by changing, translating or linking it with other programs is allowable only with the express consent of the Licensor, to be given in writing.

2.5 Notes referring to the protection of the Licensor's proprietary rights in the application may not be removed and must be transferred to copies and modified versions.

2.6 Any granting of utilization rights to third parties requires the previous approval of the Licensor in writing.

### 3. Reservation of Rights / Secrecy

3.1 All rights in the platform, including copies and modified versions, in particular the owner's title and the copyright, rest with the Licensor.

3.2 The Licensee undertakes to keep the training and the software incl. copies and modified versions secret. There is no time limit regarding this obligation; it remains in force even after the termination of the licensing agreement.

### 4. Delivery of the Software

4.1 The training course is supplied in Software as a Service form associated to a Login information.

4.2 The Licensee shall check the application immediately upon handover. The Licensor shall be informed without delay of any defects which nullify or significantly reduce the value of the training. The Licensor shall be given an opportunity to rectify any such defects at his cost. If no notice of defects is received within thirty days after handover, the training is regarded as accepted.

### 5. Guarantee

5.1 The guarantee and suscription period per training course shall be three months from the date of handover.

5.2 The Licensor guarantees that at the time of handover the content meets the submitted specifications. Explanation and descriptions do not constitute any warranty of features.

5.3 The Licensor undertakes to eliminate within a reasonable period any reproducible errors in the training content reported to him by the Licensee within the guarantee period, if the Licensor is responsible for such errors pursuant to Clause 5.2. The Licensee shall make available the system and the necessary operating personal to support the Licensor with the troubleshooting free of charge.

If the Licensor is unable to eliminate errors of the software within a reasonable period of time in such a way that the contractually agreed use of the software by the Licensee is essentially possible, the Licensee may request a reduction of the price paid for it or the cancellation of the contract.

5.4 Any further warranty claims are excluded. This clause does not apply if mandatory liability exists in causes of wilful deception, gross negligence or the complete absence of guaranteed features.

### 6. Liability

The Licensor shall not be liable for any loss of property and other consequential damages, such as loss of production, loss of expected profits, or losses with respect to claims of third parties against the Licensee.

In the event of a loss of or damage to date and/or data carriers liability to pay damages does not cover the expenditure for the replacement of lost data.

If third parties raise claims against the Licensor conjunction with the use of the platform by the Licensee based on any grounds whatsoever, the Licensee will indemnify the Licensor.

Any further claims are excluded. This does not apply in cases of mandatory liability because of wilful deception and gross negligence.

### 7. Remuneration

7.1 The Licensee pays the agreed fees for the right of use of the platform granted to him.

- 7.2 Place of performance for all payments is the domicile of the Licensor. Payment is regarded as having been affected when the amounts paid become freely available to the Licensor at the place of performance.
- 7.3 If the amounts do not become freely available to the Licensor within the specified times, the Licensee shall pay interest on the arrears from the due date.  
The interest rate shall be three per cent p.a. above the market rate for non-secured 6 months current account loans to prime borrowers in the country of Licensor.
- 7.4 All taxes and dues which become payable in the country of Licensee in connection with the conclusion or the implementation of the software licensing contract are to be born by the Licensee. As far as payments to be made by the Licensee are subject to a double taxation agreement, special arrangements shall be made regarding the payment of taxes and fees in the country of Licensee. Value-added tax, if payable, shall be paid by the Licensee in addition to the contractual payments, unless agreed otherwise.

## **8. Termination**

- 8.1 The Licensor is entitled to terminate the software licensing agreement with immediate effect
- If the Licensee does not fulfil his contractual obligations within one month following a written reminder.
  - If insolvency or bankruptcy proceedings against the Licensee's property are opened.
- 8.2 After the termination of the Licensing Agreement the Licensee may no longer use the platform. He shall return at his cost all materials received, such as data carriers and documentation, incl. all copies and modified versions, to the Licensor within two weeks after the termination of the contract or, if the Licensor gives his consent in advance, destroy the said material within this period and confirm the destruction in writing.

## **9. Miscellaneous**

- 9.1 Any changes and addenda to the Software Licensing Agreement must be set forth in writing.
- 9.2 The registration of the Software Licensing Agreement in the country of the Licensee and/or the procurement of a permit of the pertinent authorities shall be affected by the Licensee at his cost. He shall be responsible for any losses arising out of the non-observance of regulations.

Weston, April 2022  
GERS USA