

GENERAL TERMS AND CONDITIONS

Status: August 2019

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GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all services provided by COOR GmbH. The Licensee's terms of purchase and the UN Convention on Contracts for the International Sale of Goods are excluded.

1. Services

COOR GmbH (hereinafter referred to as "Provider") offers the purchaser/lessee/customer (hereinafter referred to as "Licensee") the following services:

- 1.1 Software Purchase:
The Provider shall provide (sell) the Licensee with the COOR standard software.
- 1.2 Software Leasing:
The Provider shall provide (lease) the Licensee with the COOR standard software for an agreed period of time.
- 1.3 SaaS - Software as a Service:
The Provider provides the Licensee with the necessary IT infrastructure (Virtual Server Hosting) in a computer center for the use of COOR software via the Internet.
- 1.4 Services:
Within the framework of the existing technical and operational possibilities, the Provider shall provide personnel services such as consulting, specification workshops, data migration, legacy data transfer, project planning, implementation, administrative tasks, training, education, support, in each case by agreement and for separate payment.

2. Software, Creator, Right of Exploitation and Use

- 2.1 COOR Software is a standard software program created for the needs of a majority of customers in the market.
- 2.2 Unless otherwise agreed, the software and documentation shall be made available exclusively in German.
- 2.3 The Provider is the originator and creator of the work and has the sole right of exploitation, even if the software was created by specifications or cooperation of the Licensee.
- 2.4 The Licensee is not entitled to reverse engineer, decompile or modify the Software in any form whatsoever.
- 2.5 The provision of the source code is not part of the granting of the right of use.
- 2.6 The Provider grants the Licensee a non-exclusive, non-transferable, time-limited (in case of rent) or time-unlimited (in case of purchase), simple right of use of the Software.
- 2.7 The Licensee shall have the non-exclusive right to use the Software in unchanged form, within the scope of the type of use agreed in the order (number of licenses, type, period and location of licensing and module scope, ...).
- 2.8 Transferring (passing on) the software to third parties without the written consent of the provider is not permitted. Leasing of the software, its duplication and the transfer of the documentation by the Licensee to third parties without the written consent of the Provider is not permitted.
- 2.9 The Provider provides the Licensee with software that is to be used in accordance with the program description. The Provider notes that it is not possible to produce completely error-free software according to the state of technology.
- 2.10 Licensee may make copies of the Software to the extent necessary for data backup. In doing so, he shall record the whereabouts of the copies and reproduce identifications and copyright notices unchanged.
- 2.11 The Licensee is entitled to make copies of the user documentation for his own purposes.
- 2.12 The Provider shall deliver the software in accordance with the product description. The product description in the documentation (=manual) is conclusive for the functionality of the software delivered by the Provider. The Licensee has informed himself about the essential functional features of the Software and bears the risk as to whether they meet his wishes and needs. In case of doubt, the Licensee must seek advice from the Provider's expert staff before concluding the contract.
- 2.13 The Provider shall describe the technical application possibilities and conditions of the software (e.g. operating system, hardware, ...) in the system requirements. These are either part of the offer or are available for download on the Provider's website.

3. Offers and Prices

- 3.1 COOR's offers are always subject to change and are valid for one month
- 3.2 All prices are exclusive of value added tax.
- 3.3 The Provider's price list is adjusted annually.
- 3.4 Unless otherwise agreed, the list prices of the Provider's price list valid at that time shall apply to follow-up orders.
- 3.5 The prices for the use of the Provider's services are generally regulated in individual contracts; otherwise the list prices of the Provider's price list valid at that time shall apply.
- 3.6 Third party licenses such as TSPlus, Microsoft Office, Microsoft SPLA licenses and products that include SPLA licenses may be subject to price fluctuations. To compensate for prices that have been changed by the manufacturer during the term of the agreement, Licensee agrees to a price adjustment during the term of the agreement. The adjustment will be announced to Licensee with reasonable notice.

4. Delivery

- 4.1 The software shall be deemed to have been delivered when the Provider transmits the software to the Licensee together with the license code (COOR license file) and the printable documentation by post or e-mail, makes it available for download, provides online access to the software (electronic delivery) or sends it to the Licensee in another technological form.
- 4.2 Unless otherwise agreed, the Provider shall bear the costs of delivery.
- 4.3 If no delivery date has been agreed, the Provider shall deliver the software within one month after conclusion of the contract.
- 4.4 If the Provider waits for the Licensee's cooperation or information, or is hindered in the execution of the order by strike, lockout, official intervention or other circumstances beyond the Licensee's control, delivery and service deadlines shall be deemed extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance. The Provider shall notify the Licensee of the obstruction.

5. Payment Terms, Due Dates

- 5.1 The purchase price of the software shall be due for payment as soon as the software is ready for operation.
- 5.2 On-going payments (software rental, hosting, ...) shall be paid in advance for an agreed period (payment interval: normally quarterly, half-yearly or annually) on a pro rata basis, beginning with the operational provision of the software. If there is no agreement on the payment intervals, the advance payment shall be made semi-annually.
- 5.3 The on-going payments are generally due in advance and will not be refunded in the event of premature termination - for whatever reason. The on-going payments are secured in value. The consumer price index published by the German Federal Statistical Office, based on 2010 = 100 or an index replacing it, serves as a measure for calculating the stability of value. The basis for the adjustment of payments due to the value retention clause is the annual average index of the year in which the order was first placed or the contract/agreement was concluded. There shall be an annual payment adjustment to the extent of the index increase or decrease of the average annual index of the previous year compared to the average annual index of the year of conclusion of the contract. The basis for the respective adjustment shall be the payment agreed in the initial order.
- 5.4 One-time services (e.g. installation, trainings, coordination workshops, ...) are due with the execution.
- 5.5 Payments must be made within 8 days of receipt of invoice without deduction.
- 5.6 The interest on arrears is 6% above the prime rate of the German Federal Bank.
- 5.7 The Licensee shall not be entitled to withhold payments due to incomplete total delivery, warranty, guarantee claims or complaints or to offset them against other claims.
- 5.8 The product remains the property of the Provider until full payment has been received.
- 5.9 In the event of delay in payment exceeding 90 days, the Provider shall be entitled to temporarily suspend services until all outstanding debts have been settled in full.

6. Normal Working Hours, Workdays, Availability

- 6.1 Workdays are the days of the week from Monday to Friday, with the exception of legal, church and general holidays (of the Federal State of Bavaria and Austria) and 24 and 31 December. The times are: Monday - Thursday 08:30 to 12:00, 13:00 to 16:30, Friday 08:30 to 14:00 (CET). An extension of availability or service provision outside of these normal working hours can be regulated by a higher SLA (Service Level Agreement) level within the scope of the software maintenance agreement or by a separate service agreement.

7. Cooperation of the Licensee

- 7.1 The Licensee shall name in writing a contact person for COOR and an address and e-mail address at which the contact person can be reached. The contact person must be able to make the necessary decisions for the Licensee and to bring about the necessary decisions without delay. The contact person shall ensure good cooperation between the Provider and Licensee.

8. Warranty, Defects

- 8.1 The Provider undertakes to deliver the software free of defects of material and title
- 8.2 The Licensee undertakes to check and test the Software and the printable documentation for completeness and functionality immediately after it has been made available in an operable form. If any defects are detected during this or later, the Licensee shall be obliged to immediately send a written notice of defects to the Provider, specifying the exact nature of the defects that have occurred, failing which the Licensee shall lose his right to warranty and compensation.
- 8.3 The prerequisite for the Licensee's claims is the reproducibility or detectability of the defects.
- 8.4 The statute of limitations for claims for defects arising from provided software or other services shall be 24 months, beginning with the provision of operable software or with the acceptance, which has taken place over 4 weeks after use without objections.
- 8.5 After expiry of 12 months of the statute of limitations, withdrawal from the purchase of the standard software - for whatever reason - is not permissible.
- 8.6 The Provider may choose to remedy the defect either by free repair, replacement (update, upgrade or patch) or by means of how to remedy or circumvent the effects of the defect. The Licensee will accept a solution offered by the Provider in the context of the rectification of defects if it is suitable for producing the agreed service.
- 8.7 The Provider shall enable all measures necessary for the examination and rectification of defects and, if necessary, provide sample data with the defect report to verify that the defect can be rectified.
- 8.8 The time delay that may occur due to the rectification of defects, replacement delivery or other remedial measures by the Provider under this warranty does not constitute a liability for damages as long as the time delay remains reasonable. The contractual partners consider a period of 6 weeks to be still reasonable.
- 8.9 The Licensee is aware that software products generally cannot be created without errors. On this basis, a defect in the software supplied shall only be deemed to exist if errors significantly reduce the value or suitability of the software for the contractually agreed use.
- 8.10 The Provider shall not be liable for defects and damage resulting from improper use of the software during installation, updates/upgrades and during operation. This shall apply equally to defects and damage caused by the fact that the hardware and software environment (operating system) used by the Licensee does not meet the system requirements specified by the Provider in each case.
- 8.11 The Licensee's right to remedy the defect himself and to be reimbursed for the necessary expenses is expressly prohibited.

9. Liability

- 9.1 The Provider shall be liable without limitation for damages caused by intentional or grossly negligent conduct of the Provider.
- 9.2 The Provider excludes liability for slightly negligent breaches of duty - also by subcontractors - as long as these do not concern damages from harm to life, limb or health, no essential contractual obligations or guarantees.
- 9.3 The exclusion shall not affect claims under the Product Liability Act.
- 9.4 In the event of a breach of a material contractual obligation, the liability of the Provider shall be limited to damages that can typically be expected to occur in the course of software licensing or maintenance and service work.
- 9.5 Liability for financial losses shall not exceed 10% of the software purchase sum or 10% of the current annual fee (software lease, hosting) of the main contract. Claims for loss of profit are excluded.
- 9.6 The Provider has insurance for his liability risks. The insured sums amount to financial loss liability insurance € 2,000,000, - and business liability insurance € 2,000,000, - insurance policy number: HV.VSH.6013906 Hiscox.

10. Confidentiality

- 10.1 The Provider agrees to keep secret all confidential information disclosed in connection with the use of the Services and to take the necessary precautions to prevent unauthorized persons from gaining access to the confidential information.
- 10.2 The Provider agrees not to use the confidential information and knowledge received for his own or third party purposes.
- 10.3 Confidential information within the meaning of this provision is basically all information communicated to the Provider by Licensee or User, except for such information that
 - is already publicly known or become publicly known during the term of this contract without the Provider or persons whose behavior the Provider is responsible for;
 - was already known to the Provider at the time of the conclusion of the contract or become known during the term of this contract without violation of the obligation of secrecy, legal regulations, or official orders.

11. Data Protection

- 11.1 On the basis of the GDPR General Data Protection Regulation, the Provider guarantees the data protection security of the respective data, which is either entered into the software or processed within the scope of and on the basis of the agreed scope of services.
- 11.2 The Provider collects, processes and uses personal data of the Licensee without further consent only to the extent necessary for the establishment and execution of the contract and for billing purposes. Detailed information on data protection can be found online on the Provider's website in the Privacy Policy.
- 11.3 If necessary, the Provider and the Licensee agree to conclude an agreement on data processing (ADV) in accordance with Article 28 GDPR.

12. Other Provisions

- 12.1 The place of jurisdiction for all disputes arising from this contract or other agreements shall be Munich District Court.
- 12.2 Unless otherwise agreed, the statutory provisions applicable between registered businesses shall apply exclusively under German law, even if the order is carried out abroad.
- 12.3 Changes and amendments to this agreement must be made in writing. This shall also apply to any amendment of this written form clause itself.
- 12.4 In the event that individual provisions of this Agreement are or become invalid, void or voidable in whole or in part, and in the event that this Agreement contains loopholes not intended by the contracting parties, this shall not affect the validity of the remaining provisions of this Agreement. The invalid or void or missing provision shall be replaced by such valid provision which comes as close as possible to the intention of the contractual partners taking into account the purpose of this agreement and which would have been agreed if the contractual partners had been aware of the invalidity or nullity or the missing provision at the time of conclusion of this agreement.