
GENERAL TERMS AND CONDITIONS - LICENSE PROGRAM / MHP-SOFTWARE / S-CHECK

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SCOPE

1. These general terms and conditions of the MHP Solution Group govern the assignment and use of license programs and MHP software especially S-CHECK by MHP or one of the companies of the MHP Solution Group (referred to in the following as MHP). These terms and conditions apply exclusively. Deviating or contrary terms and conditions will not be recognised to the extent that MHP does not expressly agree to them in writing.
2. This general terms and conditions apply only to companies, legal persons under public law or special estates under public law in the sense of § 310 Para. 1 BGB.
3. These general terms and conditions also apply for all future transactions between the parties as well as when MHP performs services in awareness of deviating or contrary terms and conditions.

OBJECT OF CONTRACT

1. The object of contract is the transfer and use of licensed programs.
2. The term "licensed programs" refers to the original program as well as any complete or partial copies of the licensed program. A licensed program consists of machine readable instructions and data, its components, audio-visual content and the related licensed material. The "licensed program" encompasses all MHP programs and non-MHP programs that are made available to the customer under these general terms and conditions.
3. MHP grants the customer the right to use the commissioned software module for his own purposes. This right to use includes the user by and for associated companies on the premises of the customer's computing centre/computer network even if such an associations with these companies only comes into effect after the conclusion of a corresponding contract.
4. MHP expressly gives notice that the licensed software S-CHECK only performs an evaluation of already generated lists that are publicly accessible to everyone or offered by third parties and in association with this does not generation any independent list entries of its own and/or save them on data storage devices of any kind.
5. The contractual services are already specified on the order sheet.

CONCLUSION OF CONTRACT

1. A contract takes effect with the signing of an "order" or an "order sheet" by the customer and the confirmation of the order by MHP.
2. The customer's order constitutes a binding offer that MHP can accept within two weeks by sending an order confirmation.
3. The provisions of the order confirmation are solely determinative for the legal relationship between MHP and the customer, and include the general terms and condition as well as any additionally concluded special contracts/applicable GTCs/ other terms and conditions of contract.
4. On placing the first order the customer will receive the authoritative GTCs which will be in force for all subsequent orders until a change is made.
5. Oral side-agreements to the order are only binding if they are confirmed in writing. This applies also to subsequent changes and amendments. Each contracting partner can request in writing changes in the agreed upon scope of performance by the other contracting partner.
6. If a modification to the contract from the customer requires an extensive review, this will be arranged separately. The expenditures required for this review can be billed by MHP. The contractual modifications to the agreed upon conditions required for a review and/or

modification will be specified in writing in an additional agreement on modifications or in an additional order sheet and will enter into force corresponding to the contract.

7. The customer bears the risk for any communications errors in the framework of oral orders.
8. To the extent necessary and relevant additional responsibilities of the contracting partners will be stated in the order sheet.
9. MHP can transfer contracts within the MHP Group to any other company. Furthermore any assignment of rights or transfers of obligations from a contract requires the prior written consent of both the customer and MHP. This consent may not be denied capriciously.
10. Before a contracting party undertakes legal actions due to failure to fulfil a term of contract, the other party in the case must be given an appropriate opportunity for fulfilment.

SERVICES/USE RIGHTS

1. The scope of service is familiar to the customer from the order confirmation. The customer receives the program in object code on a data storage device agreed on with the customer or via data transfer.
2. All licensed programs are protected by copyright. They are transferred for use starting on the day of installation and not sold.
3. The customer is granted a non-transferrable, non-exclusive right to use of every licensed program transferred under these GTCs under the terms of use specified by MHP on a "specific machine" owned by its company in the Federal Republic of Germany.
4. "Specific machine" is either the machine on which a licensed program is to be used and which the customer specifies to MHP by type, model and serial number (or order number) or if MHP does not require specification, the machine on which the customer uses the licensed program.
5. A company is any legal person or subsidiary that is held at more than fifty per-cent.
6. An additional license is required to use the licensed program on any machine other than the "specific machine". If the "specific machine" is non-functional, the licensed program may be used temporarily on a substitute machine.
7. If the "specific machine" cannot assemble or compile the licensed program, the customer can have this done by another machine. The customer is obligated to notify MHP immediately of any change to the "specific machine" indicating the date and time of the change.
8. The customer is entitled:
 - i. To use the licensed program in the contractually agreed-upon scope;
 - ii. To the extent contractually agreed-upon, to generate and use copies, to the extent that each copy or partial copy is included in the copyright registry of the rights holder;
 - iii. To use the parts of the licensed program that he received in source code or that are marked with the label "Restricted Materials of MHP" in order to
 - a. Solve problems, that arise from the use of the licensed program and/or
 - b. To alter the licensed program so that it can work with other products.
9. The customer is not entitled:
 - i. To reverse assemble or reverse compile the licensed program or convert it into another expressed form, unless this is unavoidably provided for by expressed legal rules;
 - ii. To rent or lease the licensed program or issue sub-licenses for its use.
10. To the extent that special terms and conditions of use are provided for specific licensed programs, these will be listed in the order form or in the program specifications.
11. Some license programs have program components that are intended for use on other machines than the "specific machine" on which the program is used. The customer can make copies of these program components and their documentation assuming that this type of use is agreed upon and MHP is informed of the date and time of the distribution of these copies onto other machines.
12. Test periods for licensed programs: MHP will make a test period available for specific licensed programs so that the customer can test whether the specific licensed program meets his

needs. The test period begins with the second working day after the passing of the standard shipping time or another date that will be specified on the order form. The customer will be informed of the duration of the test period.

13. The customer is obligated:
 1. to make sure that every person using the licensed program (directly or by remote access) only uses it in the limit of the agreed-upon use and only in conformity with the relevant terms and conditions from MHP;
 2. to keep records of all copies of the program and provide these to MHP on request.
14. Program packages and the data storage devices, handbooks and product information sheets delivered with them are under copyright (§ 69a ff. UrhG). The copy right is the object of these terms and conditions of order. The customer recognises this legal protection.
15. MHP's right to dispose of the program remains with it and without restriction and does not engender any kind of claims against MHP.
16. MHP remains entitled to use the program wholly or in part - or also in modified form- for its own purposes as well as to allow third parties to use it.
17. The customer is not entitled to allow the MHP software that is the object of this contract to be used by third parties. Any sub-letting of the MHP software by the customer is therefore strictly prohibited. Anything to the contrary would apply only to the extent that a corresponding explicit arrangement is made between the parties.
18. The customer is obligated to arrange any contractual relationships with third parties in such a way that any non-compensated use of MHP's software is excluded.
19. MHP makes every effort to provide the licensee an international approach to evaluation. The customer is aware that perfect recognition of nation-specific linguistic characteristics is not possible under the current state of the art.
20. On request and to the extent that there is a justifiable interest, the customer, as a licensee, will allow MHP as the licensor or a third party assigned to this task by MHP to audit whether the use of the license stays within the limits of the agreed upon rights; the customer will support MHP in the execution of such an audit to the best of his abilities.
21. Installations and configuration services can be separately agreed upon between the parties.
22. A separate agreement will be made concerning the delivery time. MHP will take the customer's wishes into account to the extent possible.

PRICES/TERMS AND CONDITIONS OF PAYMENT

1. The are determined by the contractually specified scope of service.
2. The fees for a licensed program are determined by the contractually agreed upon scope of use.
3. The following types of fees are provided for licensed programs:
 1. One-time fees;
 2. Recurring fees;
 3. Combination of one-time fees and recurring fees.
4. The fees will be billed in each case starting from the date on which the licensed program is installed. The date of installation for a licensed program is the latest of the following dates:
 - 1 the day after the end of the test period;
 2. the second business day after the end of standard shipping time;
 3. the day that is indicated on the order form as the date of authorisation to copy or the day on which the customer distributes the agreed upon copy of a component subject to fees for use.
5. For additional services additional fees will also be contractually arranged.
6. The fees can be issued on the basis of measurements or specified use (e.g. number of users or size of processor in the use of a licensed program). The customer is obligated, to communicate to MHP current use data according to the procedures he has established. If the customer makes changes that have effects on the basis of measurement, the customer is

obligated to immediately inform MHP of this and pay the therewith associated fee to MHP. Recurring fees will then be appropriately adjusted by MHP. To the extent no otherwise arranged, there will be no refunding of fees already paid. If MHP changes the basis of measurement this will be done according to the terms and conditions that apply to price changes.

7. Recurring fees are due and payable in advance monthly or annually. Monthly fees are billed quarterly at the start of each calendar quarter (billing period). Pro-rata billing periods will be billed on the basis of a 30-day month.
8. Recurring fees and billing periods can be changed by MHP with a notification period of three months to the start of a billing period or to the date named in the communication.
9. If the price increases 20% or more above the agreed-upon compensation the customer has the right to withdraw from the contract.
10. Increases in one-time fees do not take effect if the order was received at MHP before the date of the fee increase and if one of the following events occurs during a period of 4 months after this date:
 1. MHP provides the customer with the licensed program;
 2. The customer makes an agreed-upon copy of a licensed program or distributes a component subject to a fee to another machine;
 3. A change in the specified use of a licensed program takes effect (increase of the number of users, change in processor group, etc.)
11. All prices stated by MHP are net prices without VAT; the VAT is added in the applicable legally mandated amount unless the prices are stated expressly as gross prices including the VAT in the legally mandated amount. The VAT will be billed at the tax rate in effect at the time the service is rendered. If the tax rate changes during the contract period, discrete periods with the different respective tax rates are deemed agreed upon.
12. Billing statements are due and payable on receipt. If the billed amount is not received within 30 days after the billing date, MHP is entitled to charge default interest. The default interest is 9%-points p. a. above the German prime lending rate. The assertion of additional damages remains reserved.
13. MHP expressly reserve the right to demand instalment payments. This especially applies to the creation of specific software.
14. Software prices do not include installation and initial use training as well as any required adjustment to hardware and/or software. Such serves are to be ordered by the customer separately and will then be billed separately; separately billed instructional sessions will inform about the most important performance characteristics of an object of delivery without being able to replace an extensive course of training. MHP offers the customers separate service, care and training agreements for such services.
15. The customer can only offset if his counter-claims are not disputed or are legally established. There is no right to retention.

PROTECTING SOFTWARE

The customer as a licensee is obligated to protect the software from access by unauthorised access by third parties through suitable measures, especially by keeping all copies of the software in a safe place.

WARRANTY

1. The relevant provisions of law apply to the customer's warranty claims to the extent that nothing to the contrary is specified in the following.

2. MHP guarantees for every licensed program either the agreement of the licensed program with the general description in the product information or with the program specifications valid on shipping and given to the customer.
3. In the identification and remediation of defects, the customer will cooperate according to the agreements for program service.
4. If MHP is not able to remediate a significant fault from the program specification after a suitable grace period has been set and has expired, or to circumvent it in such a way that enables the customer to use the licensed program in the contractually agreed upon manner, the customer can demand a reduction of the licensed fee or cancel the licensed program.
5. In the case of insignificant faults cancellation is excluded.
6. The customer is aware that it is not possible under the state of the art to exclude faults in programs in information technology under all terms and conditions of use. For that reason MHP guarantees neither an uninterrupted nor error-free use of the program.
7. The warranty does not encompass the remediation of faults that arise from contractually disallowed or improper use, operator error, incorrect use, insufficient maintenance or the use of unauthorised third-party products and/or by use under terms and conditions of use that are foreign to the contract.

LIABILITY

1. MHP is liable according to provisions of law.
2. Liability for breaches of contractual obligations as well as for delinquency is limited to intentional malice and gross negligence. This applies also to intentionally malicious or grossly negligent acts of employees, management personnel and temporary employees.
3. This liability limitation does not apply in the case of loss of life, limb or health as well as in the case of damages arising from delay and claims deriving from the breach of so-called primary (cardinal) obligations from this contract. These are essential contractual duties whose fulfilment per se makes the proper execution of the contract possible in the first instance and on whose fulfilment the customer may regularly rely and depend and whose breach endangers the purpose of the contract itself. In these case MHP is liable for every degree of culpability. To the extent that these are not damages that result from the loss of the customer's life, limb or health, MHP is only liable for damages of types that typically occur.
4. In the case of liability for simple negligence, MHP's obligation to provide compensation is limited to an amount of EUR 25,000.00 per instance, in total however to EUR 75,000.00 even if it is a case of breach of essential contractual obligations. This limitation however does not apply to liability owing to injuries to life, limb or health.
5. To the extent that typical, foreseeable damages would exceed a liability sum of EUR 25,000.00 per loss event or a total of EUR 75,000.00, the customer must notify MHP of this so that additional insurance against the risk can be arranged.
6. Liability for loss of data is limited to the typical cost of recovery and restoration that would arise with regular creation of back-up copies commensurate with the risk.
7. Liability on the part of MHP in cases of force majeure, especially strikes or lock-outs, is excluded by mutual agreement. MHP accepts no obligation to assume liability for damages of any kind that arise from a supplemental software used by the customer (especially malfunctions or incorrect data) or a pre-system of this kind.
8. The liability exclusions and limitations stated above apply in the same scope in favour of the organs, legal representatives, employees and other persons working for MHP.
9. Claims deriving from guarantees and the Product Liability Act remain reserved.
10. The customer is aware that licensed software only performs evaluation of already generated lists and does not independently generate list entries and/or save them on data storage devices of any kind. Furthermore liability of MHP for any incorrect conclusions and other actions on the part of the customer on the basis of the evaluation results is mutually

excluded. The licensee is permitted to generate his own, user-controlled list entries. In this respect MHP is not liable on the basis of any incorrect or abusive use of this functionality.

11. Irrespective of the liability rules set down above, liability on the part of MHP for any defects in the lists that form the basis of the such as e.g. typographical/ syntax errors or currency is excluded in mutual agreement, both in terms of the reason as well as in the amount.
12. Proof that an error in evaluation does not derive from the evaluated lists is the responsibility of the licensee.
13. MHP makes every effort to provide the licensee an international approach to evaluation. The customer is aware that perfect recognition of nation-specific linguistic characteristics is not possible under the current state of the art.
14. Due to this fact liability on the part of MHP for any missed search hits resulting from orthography that differs from the international standard for the language is excluded both by reason and amount.
15. Irrespective of the rules given about the licensee indemnifies MHP in the event of any claims of direct legal action by a legal or natural person affected by the list screening.

PROGRAM SERVICE

1. MHP will provide program service for the unaltered part of valid releases of specific licensed programs. The prerequisite for this is that the fault can be reproduced under the specified terms and conditions of use contained in the specific program specifications or product information. The customer will receive information from MHP concerning functional limitations, fault clearance or work-arounds.
2. The duration of program service will be specified by MHP for each licensed program and this with an unspecified period and a six-month notice period by MHP or through a specific date or for a specific time period; in any case 12 months starting from the general availability of a licensed program.

TERMINATION OF THE CONTRACT/CANCELLATION

1. The customer can cancel the right to use a licensed program with a notification period of one month. Cancellation must be affected in writing. Cancellation is possible at any time during a test period.
2. Furthermore both MHP and the customer can cancel a contract for due and sufficient cause if the counter-party in each case fails to meet its contractual obligations - even after being granted a grace period. MHP is especially entitled to cancel if the customer does not observe the agreed upon terms and conditions of license. In the case of insignificant breaches of contract, however, cancellation is excluded. Once MHP has cancelled the customers right to use the licensed program is revoked.
3. To the extent that the contract's terms and conditions are not by their nature time-limited, they continue to be in force after the termination of the contract; this applies for possible legal successors and authorised proxies.
4. If a customer obtains the right to use a successor program, he pledges and is legally obligated to cease using the program that was replaced starting on the day the successor program is installed.
5. In the case of a general re-working of these general terms and conditions, MHP is entitled to extraordinary cancellation of the rights to use the licensed program with a notification period of three months. MHP is in such a case obligated to offer the customer the rights to use the affected licensed program at the changed GTCs. If the customer finds continued use of a licensed program under the changed GTCs unreasonable, MHP will refund any one-time license fee paid by the customer on a pro-rata basis. If the licensed program is offered

- optionally in return for a one-time or continuing licensing fee, a proportional period of use will be assumed.
6. MHP can cancel the contract with immediate effect if bankruptcy proceedings are initiated against the customer's assets or the initiation of such proceedings was refused due to lack of assets sufficient to cover the costs of the proceedings or if the proper unwinding of the contract is called into question due to the initiation of bankruptcy proceedings against the customer, for example, or the customer halts payments even temporarily. MHP is entitled to dissolve the contract already on the submission of a petition to initiate bankruptcy proceedings to a court.
 7. Use rights are revoked on cancellation of a licensed program.

PROTECTED RIGHTS/PATENTS AND COPYRIGHTS

1. MHP retains the ownership and copyright to the software, switching diagrams, drawings, drafts, descriptions, plans, concepts and other documents that it creates. They may not be made accessible to third parties without the expressed written consent of MHP.
2. Copying without the expressed consent of MHP is prohibited. On request is/are copies to be returned to MHP immediately to the extent that this does not contradict other use agreements. In the case of a breach of terms, MHP is entitled to demand compensation for damages. MHP cannot be held responsible for the infringement of any patent violation of other protected rights by the customers. To this extent the customer indemnifies MHP against any third party claims.
3. The use of trademarks, trade names or other designations in advertising or other publications requires prior written consent of the rights holder.
4. MHP will defend the customer against all claims that arise from any breach of a commercial protected right or copyright by use of the licensed material in accord with the contract in the Federal Republic of Germany, and will assume the court-imposed costs of the customer and any compensation paid for damages, to the extent that the customer immediately informs MHP of such claims in writing and MHP retains all technical and legal mechanisms of defence and arbitration proceedings. If such claims have been asserted or are to be expected, MHP can at own cost modify the licensed material or replace it. If this or the obtaining of a use right is not possible under reasonable expenses, each contracting partner can cancel the licensed program in question. In this case MHP will refund at most the amount paid or 12 months' of fees, whichever amount is lower.
5. The rules above do not apply if third party claims are based on the fact that the licensed program was modified by the customer, was used under terms and conditions of use other than those specified in the contract or that products not supplied by MHP are used with the licensed program or are used outside of the system delivered by MHP.
6. The customer and MHP agree that each party grants the other only those licenses and rights that are expressly specified and agreed upon. The customer bears the responsibility for the use of the results sought and achieved through the use of the licensed program. The organisational integration of the licensed program in the customer's business operations is to be undertaken by the customer under his own responsibility.
7. Both parties are responsible for the import and export laws and ordinances that are respectively applicable to them.
8. Program packages as well as the data storage device, handbooks and product information delivered with them are protected by copyright (§§6 9a ff. UrhG). The parties are obligated to observe all applicable provisions of copyright.
9. MHP grants the customer the right to use the commissioned software module for its own purposes. Furthermore the right to dispose of MHP's produce remains held by MHP without qualification – without engendering any claims against MHP. MHP remains especially entitled to use the program, wholly or in part – even in modified form - for its own purposes. The

- customer is not entitled to make the software that is the object of this contract accessible for use by third parties. The customer is explicitly prohibited from sub-leasing the software.
10. The customer is obligated to arrange any contractual relationships with third parties in such a way that use of the software without compensation is excluded.

CONFIDENTIALITY

1. The contracting partners will treat essential and not generally known matters of the other contracting partner with confidentiality. Any protection of especially confidential information going beyond this and the therewith associated establishment of prerequisites and conditions require in each case the conclusion of a separate written agreement (confidentiality agreement). Confidential information that is given by one partner to the other in the framework of this contract must be clearly labelled as confidential. The legal provisions concerning data protection must be observed. Sharing this information with third parties is prohibited.
2. The customer will make neither the programs nor the documentation accessible to third parties, neither wholly nor in part. The customer is liable for all damages that MHP suffers from the breach of this obligation.
3. Ideas, designs, know-how and techniques that are related to information processing can be used freely by the contracting partners to the extent that no protected rights intervene.
4. The customer agrees that he will be included in the MHP reference list.
5. The customer agrees that MHP will save the customer's personal data, process it and communicate it to companies in the corporate group to the extent that this is required for the fulfilment and settlement of the order/commission.
6. The contracting parties are obligated to treat as confidential all objects (e.g. documents, information) that are sent to them before or during the execution of the contract from their respective other contracting partner or of which they become aware and which are legally protected, and any business or commercial secrets that they receive and are designated as confidential, even beyond the end of the contract unless they are publicly disclosed absent a breach of obligations of confidentiality. The customer will instruct employees or other third parties to the extent necessary concerning the need for confidentiality concerning the corresponding objects.

DATA PROTECTION

The customer gives consent that MHP will collect, save, edit, process and use personal data (contact information) for the purpose of administrating the contractual relationship and that it transfers this data within the corporate group to the extent required for the fulfilment and completion of an order/commission.

CONCLUDING PROVISION

1. The obligations from the contract are exclusively fulfilled in the Federal Republic of Germany. German law under exclusion of the UN CISG [UN Convention on the International Sale of Goods]. Should differences of opinion arise from this business relationship, the business partners will make every effort to resolve them in an amicable fashion. For all disputes arising

from the contractual relationship, the headquarters of MHP in Neustadt am Rübenberge is the sole court of jurisdiction. Moreover, MHP is entitled to bring legal action at the court responsible for the customer's headquarters.