End User License Agreement (SOFTWARE USE CONTRACT)

THIS END USER LICENSE AGREEMENT ("CONTRACT") IS A LEGALLY BINDING AGREEMENT FOR THE SUBMISSION AND USE OF SOFTWARE BY MSOFT (MAIK ZORN IT-SERVICE & SERVICES). HEREBY THE LICENSEE IS GIVEN RIGHT OF USE OF THE SOFTWARE SPECIFIED IN THE TREATY. THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED IN THE AGREEMENT. BY CONTRACT SIGNATURE OR BY ANY ACCEPTANCE AND INSTALLATION, ACTIVATION OR USE OF THE SOFTWARE, THE END USER ACKNOWLEDGES THE APPLICATION OF THE GENERAL TERMS AND CONDITIONS.

§ 1. Definitions

The following terms have the following meaning in connection with this CONTRACT:

LICENSEE

The legal or natural person who is granted the right to use this software.

SOFTWARE

Is the sum of all computer programs, including the associated know-how, which are handed over to the LICENSEE by **mSoft** within the scope of the present contractual relationship and including all subsequent updates, patches, modifications and other software updates, as far as these are acquired by the LICENSEE ,

DOCUMENTATION

User documentation belonging to the product, eg the user manual, sources, pictures, contents, original archives or similar documents

SPECIFICATION

The written functional performance parameters of the SOFTWARE

HARDWARE

Includes a unit of physical dependencies and devices needed to store, run, and operate the SOFTWARE.

UPDATES

Updating the SOFTWARE for the purposes of troubleshooting and product improvement. There is basically no claim of the SOFWARE through updates.

§ 2. Subject of the contract

LICENSEE acquires **mSoft** 's SOFTWARE, including related documentation, under the terms of use set **forth in this End** User License Agreement. The source code of the SOFTWARE is not part of the subject matter of the contract. Any quality **exceeding** the specifications of the SOFTWARE is not owed by **mSoft** . In particular, LICENSEE can not derive a corresponding obligation from other representations of the SOFTWARE in public statements or in the advertising of **mSoft** , unless **mSoft** has expressly confirmed the condition beyond that in writing. Insofar as employees of **mSoft provide warranties** prior to the conclusion of the contract, these are only valid if they **have** been confirmed in writing by the management of **mSoft** .

§ 3. License scope

mSoft is the copyright owner of the SOFTWARE and holds the exclusive copyright and exploitation rights under copyright to the SOFTWARE. By lawfully acquiring the Software **License** , **mSoft grants** LICENSEE a non-exclusive,

perpetual, copyrighted right to use the SOFTWARE and the DOCUMENTATION in accordance with the provisions of the German Copyright Act.

The LICENSEE may use the **mSoft** SOFTWARE only for its own internal purposes. In particular, the LICENSEE shall not be entitled to operate a data center for third parties without the prior written consent of the Service **Provider** , or to use the **mSoft** SOFTWARE to train persons who are not employees of the LICENSEE or its affiliates Group companies are.

Duplication of the **mSoft** SOFTWARE is only permitted to the extent that this is necessary for the contractual use. Changes, enhancements and other **alterations of** the **mSoft** SOFTWARE within the meaning of § 69c Nr. UrhG are only permitted to the LICENSEE insofar as the law permits this as indispensable.

Decompression of the SOFTWARE is only permitted according to § 69e UrhG. Any lending, leasing, public access, sublicensing, copying, issuing, publishing and translation of the **mSoft** SOFTWARE and the DOCUMENTATION is prohibited to the LICENSEE.

The LICENSEE is authorized to use the **mSoft** SOFTWARE on a HARDWARE. LICENSEE is not permitted to use the SOFTWARE on more than one HARDWARE at the same time unless specifically named in the **mSoft** SOFTWARE. If the LICENSEE changes the HARDWARE, he must delete the **mSoft** SOFTWARE from the previously used HARDWARE.

§ 4. Purchase price, terms of payment

The purchase price for the **mSoft** SOFTWARE including the DOCUMENTATION is determined by the respective offer plus VAT. The purchase price is due and payable with billing and / or download of the product.

The LICENSEE is entitled to use the SOFTWARE, which goes beyond the rights of use granted in this contract, only with the prior written consent of **mSoft** . In the **event of additional** use without appropriate consent, **mSoft is** entitled to charge the amount due for further use in accordance with the **mSoft** price list valid at that time . Further claims for damages remain unaffected.

§ 5. Technical protective measures, license plate

Insofar as an activation of the **mSoft** SOFTWARE by a license key or hardware protection is required, **mSoft** will **only use** the data obtained for internal purposes and in accordance with the provisions of the Federal Data Protection Act (BDSG) of the Federal Republic of Germany.

The LICENSEE shall not be entitled to remove or circumvent the technical protective measures.

LICENSEE shall not modify or remove copyright notices, marks and / or control **numbers** or marks from **mSoft** . If the LICENSEE modifies or modifies the contractual objects, these notes and characteristics of **mSoft shall be included** in the amended version of the subject matter of the contract .

§ 6. Resale

The LICENSEE shall not reproduce, copy , rent or resell the **mSoft** SOFTWARE, including all DOCUMENTATION, PICTURES AND CONTENT . This also applies to so-called free, and trial versions

§ 7. Update Guarantee

The LICENSEE has the opportunity to obtain a currency guarantee for the SOFTWARE he has purchased for additional remuneration. The currency guarantee is valid for one year and automatically renews, unless it is canceled in writing 3 months before the end of the current term. The up-to-date guarantee includes support services according to § 8 and updates according to § 9 § 8 during their term.

Support The LICENSEE must install the SOFTWARE on its own responsibility. **mSoft will provide** all LICENSEES with a telephone support request and installation support via email within 30 days of submission of the license key.

The LICENSEE gets access to a user forum and has the possibility to send general support **requests** by e-mail to **mSoft** . Support services can only be availed within normal business hours. A legal claim for further support after the installation of the SOFTWARE by the LICENSEE does not exist unless an additional support contract is concluded.

§ 9. Updates

Insofar as the LICENSEE has concluded an up-to-date guarantee in accordance with § 7, **mSoft** will **provide** it with all UPDATEs free of charge for download, provided that it complies with the terms of this AGREEMENT. The Timeliness Guarantee does not imply the obligation to periodically create new UPDATES. LICENSEE has no legal claim to UPDATES.

§ 10. Warranty

Defects of the supplied **mSoft** SOFTWARE (defects in **quality** and title) including the DOCUMENTATION are remedied by **mSoft** within the warranty period of one year starting with the handover of the license key for the **mSoft** SOFTWARE to the © 2018 - **mSoft**_Software_End_User_License Agreement - LICENSEE after notification by the LICENSEE.

Warranty claims against **mSoft** are excluded if the LICENSEE has changed the SOFTWARE and the other licensed material, unless it proves that the changes were not the cause of the defects that occurred.

In the **event of** defects in the SOFTWARE, **mSoft shall provide** subsequent performance either by **remedying the** defect, by circumventing the error or by delivering a **faultless mSoft** SOFTWARE or other licensed material. Insofar as **removal of defects** or circumvention of the fault or delivery of a defect-free **mSoft** SOFTWARE does not bring about a contractual condition, the LICENSEE shall be entitled, at its discretion, to reduce the remuneration (reduction) or to withdraw from the contract.

Reduction and withdrawal are excluded, however, if the defect only leads to a negligible reduction in the quality of the **mSoft** SOFTWARE. If **mSoft is** grossly negligent or intentionally in default of remedying the defect, LICENSEE may remedy the defect itself and demand reimbursement of expenses. The right of the LICENSEE to demand damages in accordance with the statutory provisions remains unaffected by the above provisions.

For the purpose of remedying the defect, the LICENSEE shall only be entitled to rework the SOFTWARE if **mSoft has** repeatedly failed to **remedy** the defect, or if **mSoft** has rejected the **removal of** the defect as disproportionate or if insolvency proceedings have been**initiated against mSoft's** assets .

Should third parties claim legal violations against the use of the **mSoft** SOFTWARE against the LICENSEE, the LICENSEE will **inform mSoft** immediately of the assertion of such alleged infringements.

At the request of **mSoft LICENSEE mSoft** is **left** the sole legal defense. The LICENSEE will **support mSoft** to a reasonable extent in the defense against such claims.

mSoft does not guarantee that the **mSoft** SOFTWARE works together with third-party products. Failure to comply with operating or maintenance instructions and instructions for use by the LICENSEE or third parties shall exclude claims for defects.

§ 11. Liability

Claims for damages due to default (§§ 280 Abs. 2, 286 BGB), due to defectiveness of the **mSoft** SOFTWARE and other license material, due to a positive breach of contract, due to **culpa in contrahendo** , due to subsequent impossibility

(§ 283 BGB), due to other breaches of duty within the meaning of § 280 Abs 1 sentence 1 BGB or from tort to **mSoft** are excluded unless intentional or grossly negligent action is involved.

The above exclusion of liability does not apply in cases of culpable violation of essential contractual obligations (cardinal obligations), fraudulent concealment of a defect or injury to life, body or health or for liability under the ProdHaftG. Significant contractual obligations are those whose fulfillment gives the contract the character and on which the LICENSEE can rely.

The claim is limited to compensation for typical damage foreseeable upon conclusion of the contract, unless it is based on injury to life, body or health. **mSoft** is not liable for indirect damages, consequential damages and lost profits, unless these are based on a breach of material contractual obligations.

mSoft takes all reasonable measures to eliminate the dangers of virus attack.

However, mSoft can not guarantee or guarantee the complete freedom from viruses of all systems involved in the production and distribution of the SOFTWARE. The LICENSEE is therefore obliged to take all reasonable measures within its area of responsibility to protect its systems against virus attack. Insofar as data loss or **destruction of** data by **mSoft has** not been caused intentionally or **through** gross negligence, the liability of **mSoft is limited to** the amount of damage that would have arisen if the LICENSEE provided regular and appropriate data protection.

§ 12. Inspection and Rejection

LICENSEE will **investigate mSoft** SOFTWARE and DOCUMENTATION within 8 business days of delivery, particularly with regard to the completeness of the media and manuals, as well as the functionality of basic program features.

Defects that are detected or detectable must be **reported to mSoft** within a further 8 working days by registered letter. The notice of defects must contain a description of the defects, which is to be detailed in detail.

Deficiencies that are not identifiable within the scope of the proper investigation described above must be reported within 8 working days of discovery in compliance with the rowing requirements set out in the preceding paragraph.

In the event of a breach of duty to inspect and to give notice of defects, the SOFTWARE shall be deemed approved in respect of the defect in question.

§ 13. Partial nullity

The provisions of this CONTRACT shall remain binding even in the event of the invalidity of one or more provisions in the other parts thereof. Ineffective provisions shall be replaced by provisions that come closest to the meaning and purpose of the invalid provision in a legally effective manner. The same applies if there is a gap that needs to be filled during the implementation of this CONTRACT.

§ 14. Changes

Changes and additions to this contract must be in writing.

§ 15. Choice of law and jurisdiction

The relations between the contracting parties are governed exclusively by the law applicable in the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising from this agreement is Leipzig.

§16. Additional information

Changes and additions to the end-user license agreements are also available at:

http://maik-zorn-it-service.de/de/msoft/lizenz/

added and published.