

1 Contract object

- 1.1 In the absence of an agreement to the contrary, the characteristics and performance scope of the software and the approved utilisation environment are shown in the relevant program description and, on a supplementary basis, the operating instructions.
- 1.2 The software is supplied in operable form (as object programs) including operating instructions (utilisation documentation or online help) and installation instructions. The operating instructions and installation instructions may also be provided to the customer electronically.
To the extent that, in the supplier's software, interfaces exist with software which is not to be supplied by it, § 69 d of the German Copyright Law applies. Before decompiling, the customer will first of all request the necessary information from the supplier.
- 1.3 The software is installed and commissioned by the customer. The supplier may carry out installation instead of the customer. In the absence of an agreement to the contrary, all support services by the supplier at the request of the customer (particularly preparations for use, installation and demonstration of successful installation, instructions, training and advice) are remunerated on the basis of the work involved.

2 Utilisation rights and protection against authorised use

- 2.1 On complete payment of the remuneration owed the supplier grants the customer the right to use the agreed software to the extent and scope stipulated in the contract. If the extent and scope are not agreed in the contract, this is a simple non-exclusive right of use on a lasting basis. This entitles the customer only to utilisation of the software on a computer by a single user at any time. The utilisation right comprises use for the customer's internal purposes only.
Extended use must in all cases be contractually agreed before its commencement. Remuneration is based on the scope of the utilisation right.
- 2.2 The utilisation right for individual software may be transferred by the customer to another user if it abstains from using the software.
- 2.3 The customer is entitled to copy software only to the extent required for use in accordance with the contract. Copyright references in the software may not be changed or deleted.
- 2.4 The supplier is entitled to take appropriate technical measures for protection against non-contractual use. Use of the software on an alternate or successor configuration may not be substantially impaired as a result of this.
- 2.5 Until complete payment of the remuneration owed, title is retained to the duplication items issued. If utilisation rights have been granted individually beforehand, these are in all cases granted provisionally and are freely revocable by the supplier.
- 2.6 The supplier is entitled to revoke the customer's utilisation right if the customer substantially infringes utilisation restrictions or other regulations for protection against unauthorised use (see also 3.4 and 3.5). The supplier must previously allow the customer a period of grace for remedial action. In the event of repetition or special circumstances which, in consideration of the interests of both sides, justify immediate revocation, the supplier may declare revocation without a period of grace. After revocation, cessation of use must be confirmed by the customer to the supplier in writing.

3 Duties of the customer

- 3.1 The customer must ensure that, by the time of delivery at the latest, informed personnel are available to support the supplier and use of the software.
- 3.2 The customer will inform the supplier promptly about changes to the utilisation environment. Item 1.1 is unaffected.
- 3.3 The customer must if necessary support the supplier in correcting defects, and in particular at the supplier's request send a data carrier with the relevant software and make working materials available.
- 3.4 The customer recognises that the software together with the operating instructions and other documents - including future versions - have copyright protection. In particular, source programs are business secrets of the supplier. The customer will take chronologically unlimited precautions to ensure that third parties do not have access to source programs without the supplier's consent. Transmission of source programs requires the supplier's consent, which may not be refused contrary to the dictates of good faith. Source programs have to be supplied by the supplier only on the basis of an express agreement.
- 3.5 The customer may not take any action which could encourage unauthorised use. In particular, it may not attempt to decompile the programs unless entitled to do so in accordance with 1.2 paragraph 2. The customer will promptly inform the supplier if it comes to its notice that unauthorised access is threatened or has taken place in its field.

4 Defect claims by the customer

- 4.1 The supplier guarantees that the software complies with the points of agreement in 1.1 if used in accordance with the contract.
The statute of limitation for claims for defects starts on delivery or – if the supplier carries out installation – on completion of the installation. An extension of the scope of use (2.1 paragraph 2) has no effect on the course of the statute of limitation.
For legal defects, item 5 of CONET's AV applies on a supplementary basis.
For material defects, item 4 of CONET's AV applies on a supplementary basis in accordance with the following regulations in 4.2 – 4.4.
- 4.2 The customer has defect claims only if reported defects can be reproduced or otherwise proven by the customer. With regard to the notification of defects, item 2.3 of CONET's AV applies in particular.
- 4.3 If the customer has justified defect claims, it is initially entitled only to subsequent performance within a reasonable time. At the choice of the supplier, subsequent performance consists either of repair or delivery of replacement software. In its choice, the supplier will take reasonable account of the customer's interests.
- 4.4 If subsequent performance is unsuccessful or proves impossible for other reasons, the customer may in accordance with the provisions of the law reduce the remuneration, withdraw from the contract and/or - within the parameters of item 6 of CONET's AV – demand compensation for damages or reimbursement of expenses.

If subsequent performance is delayed, compensation for damages or reimbursement of expenses by the supplier is governed by item 3.4 of CONET's GCT. For compensation for damages or reimbursement of expenses, item 6 of CONET's AV applies in particular.

Any right of election accruing to the customer with regard to these defect claims will be exercised by it within a reasonable time, as a general rule 14 calendar days.

5 Application of CONET's AV

The General Contractual Terms (AV) of CONET apply on a supplementary basis.