

License Conditions sisKMR

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Licensor: GEF Ingenieur AG, Ferdinand-Porsche-Strasse 4a, 69181 Leimen

This document is only an English translation of the original license conditions which are in German. This English translation is solely for information purposes. GEF Ingenieur AG takes no responsibility whatsoever for its correctness. In the event of any discrepancies or anomalies of any kind arising between the German and English versions the German version shall in any event and under all circumstances take precedence over the English version. The original license which is in German is added at the end of this translation.

1. Subject

1.1 Circumferenze; Validity

End user's license terms (software surrender contract - in the following: license conditions)

These license conditions are valid in their actual version for the product "**sisKMR**" in all it's versions, including the improvements and modifications for which GEF Ingenieur AG has issued a license, (updates) and the accordingly documentation.

1.2 Description

sisKMR is a software which supports the user by designing district heating lines. The software gives, on this occasion, assistance by the static calculation and optimization of district heating lines. Beside the classical calculation of buried PBP **sisKMR** offers calculation possibilities of nearly any three-dimensional supported pipe geometry. The software serves merely to support the designer. Calculation results of the software have always to be understood and approved by competent staff.

1.3 Introduction

The contract between you and the GEF Ingenieur AG, Ferdinand-Porsche-Strasse 4a, 69181 Leimen (in the following: GEF Ingenieur AG) comes about with the acquisition of a software license or license update under inclusion of these license conditions.

2. User Rights

2.1 Copyright

The **sisKMR** program is the property of GEF Ingenieur AG. It is protected in accordance with copyright, international law and the applicable laws of the country in where it is used. GEF Ingenieur AG retains, as owner and beneficial owner, the software rights in accordance with Para. 69 ff UrhG (to be found in German law).

2.2 Transfer of user rights

In accordance with the following (terms and conditions), GEF Ingenieur AG does not transfer the sole right to the client, for an unlimited period of time, to use **sisKMR** in all versions including all and any related programmes improvements and alternations thereto for which the GEF Ingenieur AG license was issued.

The copying and distribution of the Software is not permitted. This applies equally to changes, additions, defect rectifications and other further developments of GEF Ingenieur AG as well as amended versions of **sisKMR** for the user or any third parties.

The license is issued solely for the purchased and payed number of licenses. The right of usage is embodied by the hardware lock (dongle).

2.3 Transfer of Programme

The transfer to third parties in whole or in part is not permitted. The usage at other companies is not permitted, even though these may be complete or particulate owned by the licensee.

2.4 Loss or damage of hardware lock

For lost dongles the licensee owes full fee of the first single license. Damaged dongles can only be replaced if the where about is being verified. In any other case the replacement is only possible for full fee of the first single license.

2.5 Type of Use

The license encompasses the use for private business/freelance purposes. The software may be installed unlimited either on a server, PC or other similar medium. For backup purposes a copy may be made by the owner of a license, onto a data carrier.

2.6 Multiple Usage

A duplication of the user rights by using virtual desktops (e.g. Terminal Server) or other technical possibilities is illegal.

3. Delivery and Dispatch

3.1 Delivery

The programme will be delivered in machine readable format. The client will receive from GEF Ingenieur AG the hardware lock. The shipping begins at the latest one week after recognition of payment. Delays of delivery caused by irresistible force protract the delivery date in due course.

3.2 Documentation

User documentation and the installation instructions are contained in the programme package.

All details are dealt with in the installation instructions.

3.3 Update-Service

Subject to product version, improved versions of the programme will be made available to the client for downloading from the internet. This service is only available for customers that have signed a service & support contract.

4. Guarantee

4.1 Guarantee Definitions

Within the parameters of law pertaining to guaranties GEF Ingenieur AG pledges that the software as delivered will fulfil its intended purpose in substance. The precondition for this undertaking is that the software will be used in accordance with the contract. No guarantee or pledge is made concerning characteristics relevant to (Para. 443 BGB).

Obvious defects must be notified by the client and user within a period of two weeks. Failure to comply with these conditions will negate the guarantee rights relating to this defect upon which the guarantee shall extinguish and be of nil effect.

4.2 False inquiries

The customer has to inform the supplier of evident mistakes within two weeks after delivery of the software and the dongles. By disregard of this term the guarantee rights of the customer go out with regard to these mistakes.

4.3 Guarantee Rights

In case of GEF Ingenieur AG is unable to fulfil its obligations arising out of Para. 4.1, then the client can only, either reasonably reduce the agreed remuneration amount or request that the contract has to be rescinded.

4.4 Time Limitation

Claims made under this guarantee by the client expire after a period of 6 months after delivery.

5. Ownership and Copyright of Software

5.1 Ownership of Software

The software including the complete documentation as provided to the client remains the property of GEF Ingenieur AG.

5.2 Rights of Software

GEF Ingenieur AG retains ownership of all programme rights including all of the corresponding material even in such circumstances that the user alters them or combines them with his own or a third party programme.

6. Payment

6.1 License Fee

For purchase and usage is the current price list valid. For enforcement of the scale of discount prices for afterwards purchased licenses GEF Ingenieur AG has the right to demand the verification of all meanwhile purchased licenses. In case of non-fulfilment of the verification the enforcement of the scale of discount can be rejected.

6.2 Support & Service contract

The costs for the servicing contract arise from the price-list valid at the time of the contract completion. The proportionate costs are valid for the effective time.

The invoice takes place at the beginning of each calendar year. The payment is due completely net within 30 days after the invoice.

7. Liability

GEF Ingenieur AG does not assume del credere liability for any damage caused by usage or faults of the software. This is not valid for the liability for damages which have originated from intention or gross negligence of the GEF Ingenieur AG or the liability for damages to health, body or life.

8. General Conditions

8.1 Changes of the Contract

Modifications and extensions to this contract shall only be made in writing with reference to this contract and become effective when signed by all of the parties. The same is valid for an agreement to deviate from the written form requirement.

8.2 Deviations from General Conditions to Contract (GCC)

Deviations from the client's GCC are only valid if GEF Ingenieur AG agrees expressly and in written form.

8.3 Applicable Law, Place of Application and Place of Jurisdiction

The applicable law for the contractual relationships is that of the Federal Republic of Germany. Jurisdiction for all disputes arising out of this contract is Heidelberg insofar as the client is either a commercial or legally registered entity. The application of the UN-agreement relating to the international sale of goods from 11.4.1980 (CISG) does not apply.

8.4 Data Protection

The data protection guidelines effective at the time of purchase shall be observed and complied with by the parties. In the event that, following delivery, data protection guidelines alter so that the delivered version no longer corresponds with the revisions, then GEF Ingenieur AG shall provide an updated version which fulfils the changed conditions. However the user is solely responsible for updating the software. This is likewise the case for finding out about revised data protection guidelines. GEF Ingenieur AG rejects any responsibility for this matter.

8.5 Severability Clause

In the event that events or circumstances cause certain conditions of this contract to become ineffective or lose their legal effect or in the event that this contract has any deficits then nevertheless the integrity of the remaining contract conditions shall not be affected. In such cases a reasonable replacement clause/solution will be found which rectifies the deficit, such clause/solution shall reflect the original intention of the parties is if they had anticipated such event of circumstance.