Software Clause
to our general terms and conditions

We have also agreed on the software clause for the provision of standard software as part of supplies by ZVEI, version April 2012:

(1) Scope of software clause

a. This software clause shall only apply to the (temporary as well as permanent) provision of standard software which is supplied as part of or in connection with a shipment of the related hardware to be used (hereinafter referred to as the "Software"), as well as to the entire delivery insofar as a breach of duty or interference to service has its cause in the Software. The GTCD shall otherwise apply to hardware.

b. The GTCD shall apply in cases where this software clause does not contain any provisions.

c. The Supplier shall not assume any obligation to provide service benefits within this software clause. These service benefits shall require a separate agreement.

(2) Documentation

Supplementary to Article I No. 2 of the GTCD:

The provision of documentation requires a separate written agreement. If documentation is supplied based on such an agreement, the term "Software" as used hereinafter shall also include the documentation.

(3) Rights of use

The following shall apply in place of Article I No. 3 of the GTCD:

a. The Supplier shall grant the Purchaser the non-exclusive right to use the Software. Unless otherwise agreed, this right of use shall apply in the country of the place of delivery of the hardware. The right is limited to the agreed period of time; in the absence of such agreement, the right of use shall be unlimited in time.

b. If the right of use has been granted for a limited period of time, the following provisions shall additionally apply: the Purchaser shall only use the Software with the hardware referred to in the contractual documentation (e.g. software product note), and if there is no such reference only with the hardware supplied together with the Software. The use of the Software with other devices shall require the explicit written consent of the Supplier and shall in the case of the Software being used with a more powerful device lead to a claim of the Supplier for an adequate additional consideration; this shall not apply where and as long as the Purchaser temporarily uses the Software with a replacement device to the agreed extent because of a defect of the agreed device.

c. Where the contract documents refer to more than one device the Purchaser shall not use the Software provided on more than one of these devices simultaneously (single licence), to the extent that it has not been granted a multiple licence pursuant to Clause 3 (j). Where more than one workplace exists for a specific device where the Software can be used independently, the single licence shall apply to only one workplace.

d. The Software shall be exclusively provided in machine readable format (object code).

e. The Purchaser shall be entitled to make only one copy of the Software and solely so for backup purposes (backup copy). Any other duplication on the part of the Purchaser shall be allowed only subject to a multiple licence pursuant to Clause 3 (j).

f. Except in cases such as those stated in § 69e of the German Copyright Act (decompilation), the Purchaser shall not be entitled to modify, decompile, translate, or isolate parts of the Software. The Purchaser shall not remove alphanumeric or other identifiers from the data medium and shall transfer such identifiers unchanged to any backup copy.

g. The Supplier grants the Purchaser the right - which shall be revocable for good cause - to assign the right to use granted to it to a third party. The Purchaser to whom the Software has not been provided for commercial resale shall pass on the right to use the Software only together with the device it has bought in combination with the Software from the Supplier. If the right to use is transferred to a third party, the Purchaser shall ensure that the right to use granted to the third party does not exceed the scope of rights to the Software granted to the Purchaser under this agreement, and the Purchaser shall ensure that the third party shall be obliged to comply with at least the same

obligations as are imposed herein. When doing so, the Purchaser may not retain copies of the Software. The Purchaser shall not be entitled to grant sublicences. Where the Purchaser provides the Software to a third party, the Buyer shall ensure that any existing export requirements are observed and shall indemnify the Supplier in this respect.

h. To the extent that Software is provided to the Purchaser for which the Supplier has only derived rights to use and the Software in question is not open source Software (third party software), the provisions of this Clause No. 3 shall be amended and superseded by the conditions of use agreed between the Supplier and its licensor (such as the End User Agreement); the Supplier shall make the Purchaser aware of this and provide the latter with these details upon request.

i. o the extent that the Purchaser is provided with open source Software, the provisions of this Clause No. 3 shall be amended and superseded by the conditions of use underlying the open source Software. Upon request, the Supplier shall provide the Purchaser with the source code if the provision of the source code has been agreed in the conditions of use. The Supplier shall point out in the contract documents if third party software or open source Software and pertaining conditions of use exist and make the conditions of use available if requested to do so.

j. The use of the Software on more than one device or simultaneously at more than one workplace shall require a separate agreement on the right to use. The same shall apply if the Software is used in networks even if the Software is not copied for this purpose. With regard to the situations named above (hereinafter referred to as "Multiple Licence") the following provisions (aa) and (bb) shall apply in addition to and with priority over the provisions of Clause 3 (a) to (i):

(aa) Multiple Licences require that the Supplier expressly confirms in writing the number of admissible copies that the Purchaser may make of the Software provided and the number of devices and/or workplaces where the Software may be used. Clause 3 (g), second sentence, shall apply to Multiple Licences provided that they may be transferred by the Purchaser to third parties only if transferred in their totality and together with all devices on which the use of the Software is allowed.

(bb) The Purchaser shall observe the duplication rules provided by the Supplier together with the Multiple Licence. The Purchaser shall keep records on the whereabouts of all copies made and submit them to the Supplier if requested to do so.

(4) Transfer of risk
Supplementary to Article V of the GTCD:
The risk shall transfer when the Software leaves the sphere of influence of the supplier (e.g. when downloading) if the Software is provided via electronic communication media (e.g. via the Internet).

(5) Additional obligations of the Purchaser and liability
Supplementary to Article VI of the GTCD:
The Purchaser shall take all required and reasonable measures to prevent or limit damage attributable to the Software. In particular, the Purchaser shall make regular backup copies of the programs and data. To the extent the Purchaser negligently breaches this obligation, the Supplier shall not be liable for any consequences arising therefrom, in particular not for the replacement of lost or damaged data or programs. The above provision does not imply a change in the burden of proof.

(6) Material defects
1. The following shall apply in place of Article VIII of the GTCD for Software provided for an unlimited period of time:
   a. The limitation period for claims based on material defects in the software is 12 months. This shall not apply if the law stipulates longer periods in accordance with § 438 para. 1 No. 2 (buildings and materials used for buildings), § 479 para. 1 (recourse claim) and § 635a para. 1 No. 2 (building defects) of the German Civil Code (BGB), as well as in cases of culpable injury to life, body or health, or an intentional or grossly negligent breach of duty by the Supplier, fraudulent concealment of a defect or non-fulfilment of warranted properties. The period shall commence upon transfer of risk. The legal provisions regarding the suspension of the limitation period, suspension and recommencement of said period shall remain unaffected.
   b. Only reproducible deviations from the specifications, which are proven by the Purchaser, are considered as material defects of the Software. However, it shall not be considered

a material defect if it does not occur in the version of the Software last handed over to the Purchaser and its use is deemed reasonable for the Purchaser.

c. Notifications of defects shall be given in writing without undue delay. Defects and the relevant data processing environment shall be described as precisely as possible therein.

d. Material defects shall not exist in the following cases:
- insignificant deviations from the agreed characteristics
- only minor impairment of usefulness
- damages resulting from faulty or negligent handling
- damages resulting from particular external influences not assumed under the contract
- modifications made by the Purchaser or third parties, and any consequences resulting therefrom
- incompatibility of the Software provided with the data processing environment of the Purchaser

e. If the software has a material defect, the Supplier shall be given the opportunity to rectify the defect within a reasonable period of time. The Supplier shall have the right to choose between the various types of subsequent performance available.

f. Unless the Supplier does not choose any other form of subsequent performance, the subsequent performance shall be carried out by remedying the material defect to the Software as follows:

(aa) The Supplier shall provide a replacement by way of an update or an upgrade of the Software if available to the Supplier or obtainable with reasonable efforts by the Supplier. If the Purchaser has been granted a Multiple Licence, it may make a corresponding number of copies of the update, or, as the case may be, upgrade.

(bb) Until an update, or, as the case may be, upgrade is provided, the Supplier shall make available to the Purchaser an interim solution bypassing the material defect, provided that this does not result in unreasonable expenditure and that the Purchaser would otherwise, due to the material defect, be unable to complete work that cannot be delayed.

(cc) If a data medium or documentation supplied proves to be defective, the Purchaser's right shall be limited to demanding that the Supplier replace it with a working version.

(dd) The Supplier shall have the right to choose whether it corrects the defect at the location of the Purchaser or at its own location. If the Supplier chooses to correct the defect at the Purchaser's location, the Purchaser shall assure that the required hardware and software as well as the required operating conditions (including the required computing time) and qualified operating personnel are available. The Purchaser shall submit to the Supplier the documents and information available to it and required to remedy the material defect.

(ee) The Purchaser shall grant remote access for maintenance purposes upon request by the Supplier.

g. If subsequent performance fails, then the Purchaser may withdraw from the contract or reduce the remuneration, without prejudice to any compensation claims in accordance with Article XII of the GTCD.

h. Upon notification of a defect, the Purchaser may withhold payments to a reasonable extent taking into account the materia defect involved. However, the Purchaser may withhold payments only if the subject matter of the notification is justified beyond doubt. If the complaint is unjustified, the Supplier shall be entitled to compensation from the Purchaser for any expenses incurred.

i. Article XII of the GTCD shall otherwise apply to compensation claims. Any additional claims or claims other than those governed by Clause 6 by the Purchaser against the Supplier or its vicarious agents due to a material defect shall be excluded.

2. The following shall apply in place of Article VIII of the GTCD for Software provided for a limited period of time:

a. Only reproducible deviations from the specifications, which are proven by the Purchaser, are considered as material defects of the Software. However, it shall not be considered a material defect if it does not occur in the version of the Software last handed over to the Purchaser and its use is deemed reasonable for the Purchaser.

b. Notifications of defects shall be given in writing without undue delay. Defects and the relevant data processing environment shall be described as precisely as possible therein.

c. Material defects shall not exist in the following cases:
- insignificant deviations from the agreed

characteristics
- only minor impairment of usefulness
- damages resulting from faulty or negligent handling
- damages resulting from particular external influences not assumed under the contract
- modifications made by the Purchaser or third parties, and any consequences resulting therefrom
- incompatibility of the Software provided with the data processing environment of the Purchaser.

d. If the software has a material defect, the Supplier shall be given the opportunity to rectify the defect within a reasonable period of time. The Supplier shall have the right to choose between the various types of subsequent performance available.

e. Unless the Supplier does not choose any other form of subsequent performance, the subsequent performance shall be carried out by remedying the material defect to the Software as follows:

(aa) The Supplier shall provide a replacement by way of an update or an upgrade of the Software if available to the 3 Supplier or obtainable with reasonable efforts by the Supplier. If the Purchaser has been granted a Multiple Licence, it may make a corresponding number of copies of the update, or, as the case may be, upgrade.

(bb) Until an update, or, as the case may be, upgrade is provided, the Supplier shall make available to the Purchaser an interim solution bypassing the material defect, provided that this does not result in unreasonable expenditure and that the Purchaser would otherwise, due to the material defect, be unable to complete work that cannot be delayed.

(cc) If a data medium or documentation supplied proves to be defective, the Purchaser's right shall be limited to demanding that the Supplier replace it with a working version.

(dd) The Supplier shall have the right to choose whether it corrects the defect at the location of the Purchaser or at its own location. If the Supplier chooses to correct the defect at the Purchaser's location, the Purchaser shall assure that the required hardware and software as well as the required operating conditions (including the required computing time) and qualified operating personnel are available. The Purchaser

shall submit to the Supplier the documents and information available to it and required to remedy the material defect.

(ee) The Purchaser shall grant remote access for maintenance purposes upon request by the Supplier.

f. If subsequent performance fails, then the Purchaser may withdraw from the contract or reduce the remuneration, without prejudice to any compensation claims in accordance with Article XII of the GTCD.

g. Article XII of the GTCD shall otherwise apply to compensation claims. Any additional claims or claims other than those governed by Clause 6 by the Purchaser against the Supplier or its vicarious agents due to a material defect shall be excluded.

(7) Industrial property rights and intellectual property rights; defects in title

The following shall apply in place of Article IX of the GTCD

(1) Unless otherwise agreed, the Supplier shall provide the supplies free from third parties' industrial property rights and intellectual property rights (hereinafter referred to as "property rights") with respect to the country of the place of delivery only. If a third party asserts a justified claim against the Purchaser based on a breach of a property right by the supplies made by the Supplier and used in conformity with the contract, the Supplier shall be liable to the Purchaser - in the case of Software provided for an unlimited time period within the contractual limitation period stipulated for material defects, and in the case of temporarily provided Software within the statutory limitation period - as follows:

a. At its own discretion and expense, the Supplier shall either obtain a right to use the product, modify the product so as not to breach the property rights or replace the product. If this is not possible to the Supplier on acceptable terms, it shall have to take back the product and refund the purchase price or reduce the purchase price at the Buyer's discretion.

b. The Supplier's obligation to pay compensation shall otherwise be governed by Article XII of the GTCD.

c. The Supplier's aforesaid obligations shall exist only on condition that the Purchaser immediately notifies the Supplier in writing of the claims asserted by the third party, that it does not

acknowledge any such breach and that all countermeasures and settlement negotiations are reserved to the Supplier. If the Purchaser stops using the product to reduce the damage or for other important reasons, it shall be obliged to make it clear to the third party that the suspended use does not mean acknowledgement of a breach of property rights.

(2) The claims of the Buyer shall be excluded if it is responsible for the breach of property rights.

(3) The claims of the Purchaser shall also be excluded if the breach of property rights was caused by specific demands of the Purchaser by a use of the product not foreseeable by the Supplier or by the product being altered by the Purchaser or being used together with products not provided by the Supplier.

(4) In the case of breaches of property rights, the provisions of para. 6, No. 1 (h) and para. 6, No. 1 (e) sentence 1 shall otherwise apply accordingly to claims made by the Purchaser governed by Clause 7 No. 1.

(5) The provisions of para. 6 shall apply to the existence of any other material defects.

(6) Any additional claims or claims other than those governed by this Clause 7 by the Purchaser against the Supplier or its vicarious agents due to a material defect shall be excluded.