



## General Terms and Conditions (GTC) of Relicense GmbH

### 1. Scope of use

- 1.1 The following GTC apply exclusively; deviating or supplementing terms of the contractual partner will not apply to the contractual relationship unless Relicense GmbH has explicitly approved in writing that they apply. These GTC also apply to all future contracts of Relicense with the contractual partner.
- 1.2 These GTC only apply in relation to businesses, legal entities of public law and separate estates under public law in accordance with Section § 310 Abs. 1 BGB.

### 2. Services, conclusion of contract, written form requirement

- 2.1 Relicense GmbH distributes software licenses. The contractual obligation consists of the transfer of rights of use with regard to software programs. The scope of the rights of use is derived from the mandatory provisions of copyright law as well as the license terms of the copyright owner. The rights of use with regard to the software programs will be transferred in relation to the software versions indicated in the license terms.
- 2.2 An order form signed by the contractual partner qualifies as a binding offer of the contractual partner unless the contract is concluded by mutual signature immediately. Relicense GmbH may accept such an offer within four weeks upon receipt by countersignature.
- 2.3 The service due is exclusively described in the written order confirmation respectively the concluded contract.
- 2.4 All agreements of the parties as well as any subsequent supplementary or deviating agreements need to be in writing to be effective. This also applies to the reversal of this requirement of written form.

### 3. Payment terms

- 3.1 Prices of Relicense GmbH are plus applicable statutory VAT.

- 3.2 All invoices of Relicense GmbH are due for payment within 10 days of the date of the invoice without deduction.
- 3.3 In case of late payment, Relicense GmbH is entitled to request the payment of interests in the amount of 5%. The claiming of further damages, if any, remains reserved.
- 3.4 Relicense GmbH is entitled to refuse to perform all services owed under the contractual relationship or only perform them against advance payment as long as the contractual partner is in default with regard to its payment obligations.
- 3.5 The contractual partner is only entitled to exert the rights of set-off or of retention if its counter claim is undisputed or has been decided upon in a legally binding way.

### 4. Delivery, delivery dates

- 4.1 Delivery and performance dates are set out in the order confirmation of Relicense GmbH respectively the contract. If it has not been agreed otherwise, indicated dates are to be understood as „approximate dates“. Final dates will be announced by Relicense GmbH in a timely manner.
- 4.2 Relicense GmbH is entitled to perform partial deliveries. Potential claims of the contractual partner due to default are not affected hereby.
- 4.3 All delivery obligations of Relicense GmbH are subject to receiving punctual delivery. In case of late delivery without default or in case of other obstacles which Relicense GmbH is not responsible for, such as strike, lock-out, war, import or export bans, energy and resource shortages as well as public sanctions, Relicense GmbH is entitled to adequately postpone the transfer of rights without any default.
- 4.4 In case that Relicense GmbH is under the obligation of advance performance, it may refuse performance without default if – after the conclusion of the agreement – circumstances become apparent that give cause to the conclusion that the contractual partner is



not able to fulfill its contractual obligation, i.e. its payment obligation. In this case, Relicense GmbH is entitled to determine a deadline within the contractual partner is required to pay versus delivery or provide a security. In case such deadline expires without success, Relicense GmbH may rescind the contract and claim reimbursement of the accrued damages or vain expenses.

## **5. Exclusion of other services, system responsibility**

- 5.1 Relicense GmbH exclusively distributes licenses. It does not provide installation, development, support or similar services.
- 5.2 The contractual partner is solely responsible for its hardware and software environment, any interfaces – if necessary – and the compatibility and the serviceability of the acquired software licenses in relation to its hardware and software environment.

## **6. Right of Withdrawal**

- 6.1 In case that contractual partner or Relicense GmbH receives a legal notice from a person of authority of the software manufacturer, or a person of a manufacturer authorized auditor, within 12 months of the license transfer note submitted by Relicense GmbH to the manufacturer, stating that they are unwilling to acknowledge the license transfer, Relicense GmbH will review this note immediately.
- 6.2 Should Relicense GmbH consider the claim as unjustified; it will clarify the matter in relation to the software manufacturer at costs of Relicense GmbH. If it turns out that the claim is justified, Relicense GmbH may replace the products by products the software manufacturer acknowledges, within one month after the confirmation of justification of the claim by Relicense GmbH. In case Relicense GmbH is unable to provide contractual partner with such products within one month after the confirmation of justification of the claim by Relicense GmbH, contractual partner is entitled to withdraw from the contract regarding the products within one month after information of Relicense GmbH and will be refunded with the full value of the corresponding products in the contract.

- 6.3 6. only applies if contractual partner uses the products in the EU, UK and/or Switzerland.

## **7. Indemnification**

- 7.1 Relicense GmbH shall indemnify the contractual partner from claims of the software manufacturer in connection with the license transfer provided that the contractual partner (1.) confirms that it used the products in the EU, UK or in Switzerland, only, (2.) immediately informs Relicense GmbH about the claims, (3.) does not acknowledge the claims (or make an economically comparable statement) with regard to the claims, (4.) leaves the legal defense to Relicense GmbH to the degree procedurally permissible and (5.) supports Relicense GmbH with regard to the legal defense adequately and at its own expense.

## **8. Liability**

- 8.1 Relicense GmbH shall be liable without limitation for damages caused by willful conduct or gross negligence as well as within the scope of applicable mandatory product liability provisions or in accordance with applicable mandatory law.
- 8.2 Otherwise, in particular for damages caused by simple negligence on the part of Relicense GmbH and for damages caused by auxiliary persons (Hilfspersonen), any liability on the part of Relicense GmbH shall be excluded to the maximum extent permitted by applicable law.
- 8.3 The contractual partner is required to implement adequate safeguards to prevent and minimize damages. In this context, the contractual partner also is required to secure all of its data on a regular basis.

## **9. Applicable law, Jurisdiction**

- 9.1 The exclusive place of jurisdiction for all disputes resulting from the contractual relationship is Munich.
- 9.2 The laws of Germany apply exclusively to the exclusion of CISG.