General Licensing Terms for Standard Software
by Marine- und Automatisierungstechnik Rostock GmbH (henceforth: MAR GmbH)

Preamble

The Customer (cf. §1, (1)) purchases one or more standard software products from MAR GmbH (henceforth also: the Seller).

§ 1 Subject Matter of Contract

(1) The subject matter of any contract under discussion here is the long-term licensing of MAR standard software products for the benefit of a Licensee (henceforth: Customer) including the respective user rights as stipulated in § 2 below. This standard software (henceforth: Contractual Software) is provided in object code and includes the appurtenant documentation for the user in an appropriate electronic format. The Contractual Software is tested and approved to run exclusively on operating systems enlisted in the above mentioned documentation for the user.

(2) The Seller provides the Customer with a digital copy of the Contractual Software for downloading. To safely download the Contractual Software is the sole responsibility of the Customer. The Contractual Software needs to be activated with a licensing and an activating key.

(3) The characteristics and functionality of the Contractual Software finally results from the product description. The data provided there are to be regarded as technical specifications, not as warranties. Warranties are only granted where they are expressly referred to as such.

(4) Installation and configuration services are not dealt with in these General Licensing Terms.

§ 2 Entitlements

(1) The Customer is granted a non-exclusive, permanent right to use the Contractual Software. The number or licences bought by the Customer has to be equal to or larger than
▪ the number of natural persons using the Contractual Software simultaneously at any one time
▪ the number of single work-place systems where the Contractual Software is installed and may be used at any one time. The Customer is not entitled
▪ to sublet or sublicense the Contractual Software in any way
▪ to display it publicly neither by wire nor wirelessly or in any other way
▪ to grant access to any Third Party neither gratuitously nor against payment in any way, (e.g. neither by way of Application Service Providing nor by „Software as a Service"). Paragraph (4) is not affected.

(2) The Customer is entitled to have backup copies of the Contractual Software insofar as they are necessary to ensure safe operation of the system now and in future. These backup copies have to be labelled "Backup Copy" and have to display the holder of the intellectual property rights/ copyrights in a clearly visible way.

(3) The Customer is entitled to relinquish the purchased copy permanently to a Third Party. In this case the use of the Contractual Software by its former owner is given up completely and permanently. All Contractual Software is to be uninstalled from all host computers and all data carriers storing Contractual Software are to be erased or handed back to the Seller unless mandatory storage of certain data for a longer period of time is required by law. The Customer will confirm in writing to MAR GmbH that it has done as required above in each individual case. In case of mandatory storage requirements it will name and explain these requirements to the Seller in writing. Furthermore, the Customer will supply the Seller with a copy of the agreement between Customer and Third Party. The Customer is also obliged to inform the Third Party explicitly about its entitlements, their limits and their consequences with regard to § 2.

(4) In case of excessive use of the Contractual Software and its appurtenant entitlements both qualitatively (with regard to the kinds of authorised uses) and quantitatively (with regard to the number of licences purchased), the Customer with purchase the outstanding entitlements or licences without delay as soon as it becomes aware of any excessive or unauthorized use. Otherwise, the Seller will take all necessary steps to enforce the observation of its rights.

(5) Copyright notices, serial numbers and other characteristics for properly identifying the Contractual Software must not be altered or removed.

§ 3 Remuneration, Due Dates and Arrears

(1) The purchasing price corresponds to the offered price on the offer required by the Buyer.

(2) All prices quoted are net prices, excluding V.A.T. and any other tax, levy or other form of mandatory payment.

(3) Payment is due immediately before the Contractual Software is downloaded and the activation and access data are provided to the customer.

(4) If a private customer/ consumer gets into arrears, the default interest rate to be paid is the base rate plus 5 per cent. Commercial customers have to pay a default interest rate of base rate plus 8 per cent. Base rate refers to the ECB Base Rate valid at the time under consideration.

§ 4 Warranty

(1) The Seller guarantees that the Contractual Software has all the agreed specifications and that the Buyer can use it without infringement on the rights of Third Parties. There is no warranty of quality, however, if the Contractual Software is used in a hardware or software environment that is incompatible with the relevant requirements mentioned in the contract at hand.

(2) If the Customer is a commercial entity/ business (as opposed to a consumer), the Contractual Software is to be checked for obvious defects on receipt. In case of any such defect on delivery, warranty is excluded unless the Customer immediately informs the Seller of this defect, The same applies if such a defect shows later. § 377 HGB (German Commercial Code) applies.

(3) If the Customer is a commercial entity/ business (as opposed to a consumer), it is within the seller's discretion to either repair or replace the faulty product. In case of a software replacement, the Customer accepts that it might be supplied with an updated version of the software unless this would lead to unreasonable adverse effects for the Customer. In case of deficiencies in title, the Seller will redress these deficiencies as it sees fit so that the Customer will be able to use the software purchased without any infringement on the rights of other parties.

(4) The Seller is entitled to do warranty work on the premises of the Customer. The Seller fulfils its warranty obligations for faulty software by providing self-installing updates of the Contractual Software on its website for downloading and – if necessary - by offering telephone support to guide the Customer through the installation process.

(5) The Customer is entitled to rescind the contract or to reduce the purchasing price after two failed attempts to repair or replace the faulty product.
A right of rescission does not exist for minor, insignificant faults or defects. If the customer claims damages and/or compensation for futile expenditure, the Seller is liable according to § 5.

(6) If the customer is a consumer, the (German) mandatory warranty rules apply to their full extent.

(7) With the exception of claims for damages, any warranty claim will lapse within one and two years, respectively, as long as the claimant is not a consumer. The warranty period starts with the delivery date of the data carrier or – in case of a purchase via Internet download – with the date on which the download is enabled and activation and access keys are provided. Claims for damages and for compensation of futile expenditure are dealt with under the provisions of § 5.

§ 5 Liability

(1) The Seller is liable for damages without limitation in case of
▪ intent or gross negligence
▪ harm to life and limb.
The seller is liable to the extent of a warranty granted under the provisions of the (German) Product Liability Law.

(2) In case of slight negligence with significant adverse effects on the purpose of the contract (cardinal duty), the Seller's liability is limited to the extent of typical and foreseeable damages in the kind of business under consideration.

(3) There is no further liability on the part of the Seller.

(4) The limitations of liability mentioned above do also apply for employees, representatives and institutions of the Seller.

§ 6 Safety Measures

The customer is solely responsible for preventing the Contractual Software and access keys from unauthorized access of Third Parties.
This expressly includes safe custody of all copies of the Contractual Software and all access keys.

§ 7 Confidentiality

(1) All information and documentation concerning either Party is considered confidential if it is explicitly marked "confidential" or if it stands to reason that it is not meant for distribution to persons or organisations not involved with executing the contract at hand. This expressly includes all information pertaining to technical know-how, operational data or business relations of either Party.

(2) Both Parties agree to distribute confidential information on a strict "need-to-know" basis. They agree not to disseminate confidential information to anyone not directly involved with executing the contract at hand.

(3) Confidentiality as described above does not apply to information

a) that was already known to the other Party before the contract was signed or that the Party was supplied with by Third Parties without violating any other confidentiality agreement, statutory provisions or governmental directives.

b) that was in the public domain at the time when the contract was signed or that has been made public afterwards insofar as its publication does not constitute a breach of contract.

c) that has to be made public due to statutory provisions, court orders or as part of publications of public authorities. If legally admissible and practically possible, the Party officially obliged to disclose confidential information about the other Party will inform the other party beforehand so that the other Party can take appropriate legal action against the pending disclosure.

(4) The Parties will only disclose confidential information to those of their consultants that are bound by official or professional secrecy or that have signed the same confidentiality agreement as the Parties. Furthermore, the Parties will disclose confidential information only to those of their employees and only to such an extent that is necessary to execute the contract at hand. Those employees will have to be committed to secrecy also for the time after they have ceased to be employees of either of the Parties.

§ 8 Miscellanea

(1) The Customer may transfer or cede its claims against the Seller to a Third Party only after prior written consent of the Seller.
§ 3 paragraph 4 is not affected.

(2) The Customer may only offset those of its claims that are undisputed or recognised by legally binding judgment

(3) Changes and amendments to this contract need to be made in writing. This does also pertain to changing or rescinding this clause. Electronic text formats are not considered "written documents" and do not suffice to change or amend the contract at hand.

(4) The General Terms and Conditions of the Customer do not apply and are no part of this agreement.

(5) The Contractual Software may be subject to (re-)export restriction, e.g. to the United States of America or the European Union. It is the sole responsibility of the Customer to abide by any of those restrictions when selling on or otherwise exporting the Contractual Software.

(6) These General Licensing Terms are an agreement under German Law. The "United Nations Convention on Contracts of International Sale of Goods" (CISG) dating from 11 April, 1980 does not apply.

(7) The place of performance is Rostock, Germany. The sole place of jurisdiction is Rostock, Germany, for all Customers that are registered merchants/ companies, bodies corporate organised under public law or whose place of general jurisdiction is outside of Germany.

(8) Should one or several stipulations of this contract be or become invalid for legal or other reasons, this will not alter the validity of all other stipulations. The Parties agree to replace invalid stipulations by valid ones that come closest to the originally intended purpose of the contract and the commercial results originally aimed at.

(9) All enclosures and appendices mentioned in this document are integral, legally binding parts of the contract.

(10) This document is a translation of the German original. In a dispute, only the German original of this document is legally binding.