Terms and Conditions

Governing the Use of imx Solutions GmbH Software   as of: 01.01.2022

§ 1 Objects of the Agreement

(1)   In addition to the "General Terms and Conditions Governing imx Solutions GmbH Deliveries and Services to Customers", these terms and conditions apply to all contracts concluded with imx Solutions GmbH (hereinafter referred to as "imx") which involve the transfer of rights of use to any software developed by imx (standard software, software created or adjusted specifically for the Customer, which is recorded on the machine-decodable data carriers such as data files, databases and database material, updates, upgrades, releases, etc., including corresponding documentation, information and materials, hereinafter referred to as "Software").

(2)   The Software is provided to the Customer as an executable object program on machine-decodable data carriers specified in the "Objects of the Agreement". The Software's product documentation is also supplied to the Customer either in print or on a machine-decodable data carrier. Unless otherwise expressly agreed in writing, the Customer is not issued the source code of the Software.

§ 2 Rights of Use / Scope

With regard to any transfer of rights of use to Software created by imx, the following provisions apply:

(1)   Basic Provisions

    a.   The Customer is granted a non-exclusive and – subject to the terms and conditions governing the use of Software by third parties, resale and leasing – non-transferrable right of use to the Software for its own purposes. "Use" signifies running the programs and editing the data records.

    b.   Until each due fee is paid in full, the Customer is entitled to use the Software solely on a revocable basis. If the Customer is in default with regard to the payment of fees, imx is entitled to revoke the use of the respective services for the duration of the default. The Customer is granted the permanent right to use copyright protected services, in particular the Software, only upon full payment of the agreed fee.

    c.   The Customer agrees to undertake appropriate precautionary measures to prevent unauthorized access by third parties to the Software. The original data carriers and the data carries used to make copies as per the agreement, as well as the documentation, are to be stored in a secure location. Employees are to be notified that the production of copies beyond the scope of the agreement is not permitted.

    d.   If the right of use is revoked or expires due to another reason, the Customer is obligated to return to imx the Software, the copies made by the Customer and the documentation. Provided that a physical return of the Software and the copies is not

possible due to technical reasons, the Customer is obligated to delete such and confirm deletion to imx in writing.

(2) Reproduction

a. The Customer is entitled to make copies of the Software only if copies are necessary to use the Software in accordance with the contract. The following are considered cases in which reproduction is necessary: installation of the Software from the original data carrier onto the hard disk drive of the hardware used, as well as loading the Software into the computer memory.

b. The Customer is entitled to create a backup copy if such is necessary to safeguard future use. Copies may only be made for other purposes after prior written consent has been issued by imx.

c. The Customer is not allowed to make any reproductions other than those expressly permitted under the provisions of this agreement.

(3) Use of the Software by Third Parties, Resale and Leasing

a. The Software may be used for the purposes stipulated in this contract, in particular for the Customer's business operations. Access to the Software may also be provided to parties which rely on using the Software as instructed by the Customer. In particular, the Customer is entitled to operate the Software or allow the Software to be operated on data processing devices, which are located on the premises of and are directly owned by a third party company (outsourcing). The prohibition against multiple use remains unaffected.

b. The Customer may permanently sell or give the Software to third parties provided that the Customer is granted permanent use of the Software. In the context of its period of use, the Customer may temporarily transfer the Software to third parties for a fee or free of charge. The prohibition against multiple use remains unaffected. The Customer is expressly notified that transfer to third parties is not permitted and use by third parties is technically not possible if an individual license must be acquired or an individual activation is required for third party usage, such as in the case of runtime licenses.

c. With regard to the valid use of Software by a third party, the Customer is obliged to ensure that the third party acknowledges the provisions of this agreement governing the rights of use as binding for such third party. The Customer may not transfer Software and documentation to third parties if there are grounds to suspect that the third party may infringe upon the provisions of this agreement governing the rights of use, in particular with regard to the unauthorized production of copies.

d. Subject to the provisions stipulated in § 4 Paragraphs 1 and 2 or a deviating express agreement in writing, the Customer may not use the Software while the Software is being used by a third party (prohibition against multiple use); in the event that the

Software is transferred to the third party, the customer is obliged to surrender to imx all Software copies including, if applicable, all existing backup copies, or to destroy copies not surrendered.

(4) Dekompilation
The reverse translation of the provided program code into other code forms (decompilation), disassembling and other forms of reverse engineering of the various production phases of the Software is not permitted. If interface information is required to achieve the interoperability of a separately created computer program, such may be requested from imx, or a third party to be named by imx, for a minor fee. Section 69 e of the German Copyright Act ("UrhG") remains unaffected by this provision.

(5) Changes by imx
If imx conducts adjustments, changes or enhances the Software on behalf and on account of the Customer, the Customer thus acquires the corresponding rights of use to the changes or enhancements of the Software to which he is entitled according to the stipulations of this agreement.

(6) Exceptional Usage
Requests by the Customer If the Customer requests to use the Software according to terms which deviate from the requirements stipulated in Paragraphs 2 through 5, this exceptional use of the Software must be agreed in writing by imx. In such an instance, the Customer agrees to provide imx with information about the desired scope of use, the pertinent field of application, etc. If imx subsequently grants a license covering the Customer's special intended use, the parties agree that a new license fee is owed by the Customer, which is independent of payments made by the Customer for the previously existing license.

§ 3 Copyright / Protection of the Software

(1) The intellectual property, in particular the copyright as well as all industrial property rights and trade secrets, are retained by imx and are not transferred to the Customer. The Customer's ownership of the machine-decodable data carries and data processing units remains unaffected.

(2) Copyright notices, serial numbers as well as designations and reservations of rights which serve as program identification or a protective right may not be removed or changed. The Customer is obliged to transfer the existing protective right notices to all copies. In particular, backup copies of the Software must be expressly designated as such.

§ 4 License Types / Multiple Use

(1) In the case of a Single-User License, the Software may be activated and run on only one data processing unit. "Activation" refers to the process of transferring the license to the data processing unit. If the technical specifications for the Software permit a second

activation, then the Customer may additionally activate the Software on a second data processing unit. However, the Software may only run on one data processing unit at any one time, not on both simultaneously.

(2)   With a Network License, the Software may be run on as many data processing units as the amount of licenses obtained. In this case a central data processing unit acts as the license server for which the activation process is performed. If the technical specifications for the Software permit a second activation, then the Customer may additionally activate and run the Software on as many data processing units as the amount of licenses obtained. However, these additional data processing units must be used by the same users who operate the Software via the license server.

(3)   Subject to the provisions in Paragraphs 1 and 2 or a deviating express agreement in writing regarding network use, multiple use of the Software is not permitted.

(4)   If the data processing unit is changed, the Customer is obliged to delete the Software from the hard disk drive of the previously used hardware.

§ 5 Trial-Version

(7)   If the Software used is a free trial version, then the following additional limitations apply: (1) The trial version only entitles the user to test the Software. In particular, commercially productive utilization is not permitted. (2) The rights of use granted expire after the elapse of a period stated in the product description.

§ 6 License Key

(1)   Upon delivery of the Software the Customer receives a License Key. Using this License Key, the Customer is able to activate the Software purchased. By means of this License Key the Customer can also view his license status and order updates and upgrades.

(2)   The License Key is to be protected against access by third parties in order to prevent misuse. If, however, a third party gains unlawful access to the Key, the Customer is obliged to notify imx immediately via telephone, as well as in writing, so that the previous License Key may be suspended and a new one issued.

§ 7 Conclusion

(1)   The law of the Federal Republic of Germany shall apply under exclusion of private international law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.

(2)   The place of performance for all obligations arising from this agreement is imx's registered seat. Insofar as the Customer is a merchant as defined by the German Commercial Code (HGB), a legal entity under public law, or a special asset under public law, the exclusive

place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship is agreed as imx's registered seat. The same applies to persons who have no general place of jurisdiction in Germany, as well as to persons who have moved their place of residence or usual whereabouts abroad since conclusion of the contract, or whose place of residence or usual whereabouts is unknown at the time the action is filed. In addition, imx is entitled to file suit at the statutory venue.

(3)   Oral side-agreements are not valid. Deviating or supplementary conditions as well as modifications of this contract, including this written requirement clause, are only valid if agreed in writing and expressly marked as a modification or supplement.

(4)   If certain provisions of this contract are inoperative or unfeasible, this does not prejudice other provisions of the contract. The contracting parties agree to contractually substitute an operable provision which approximates the commercial intention of the contract as closely as possible for any inoperable one.