

## 1 General provisions

These Terms of Use apply to all modules and sections of the GEFASOFT GmbH software products GraphPic, Legato and Legato Sapiant, hereinafter referred to as "software product". The acquirer has acknowledged these Terms before the conclusion of the Agreement and with his order accepts these Terms.

## 2 Right of Use

Based on his order GEFASOFT GmbH grants to the acquirer the Right of Use/Application for the software product in the contractual options "indefinitely in return for one-off payment" or "limited in return for recurrent payment". This Right includes the nonrecurring use of the software product on a suitable platform (PC for GraphPic and server for Legato and Legato Sapiant respectively) for the modules and sections listed in the order.

For data backup purposes, one copy each may be reproduced only. The duplication of the documentation supplied is only permitted with the express consent.

The use of the software products is excluded for the following industries: nuclear energy, aerospace, defense. This exclusion also applies to the use in production areas that manufacture products for the supply to the industries mentioned above.

## 3 Assignment of the Right of Use

The acquirer is entitled to assign the acquired Right of Use within the scope of projects to end customers. The acquirer is not permitted to directly sell on the software products and the Rights of Use for the software products respectively without providing services relating to the system integration.

At any rate, the acquirer is liable for the compliance with the obligations from this Agreement.

## 4 Support

Any kind of support for the software product during the project and operating phase may only be provided if a valid "series number" is provided in connection with a "registration key" (stated on the delivery note) and a valid "invoice number" of the delivery note respectively. The acquirer only is entitled to request support information from GEEFASOFT GmbH.

For defined support, services for the software products a separate Support Agreement must be concluded.

## 5 Liability

GEFASOFT GmbH endeavors to supply impeccable software products, which may be run on the computers and operating systems stated in the system description. However, GEFASOFT GmbH does not accept any liability for the disruption-free and faultless operation of the software products.

The liability for direct damages, indirect damages, consequential damages and third party damages is excluded.

## 6 Noncompliance and indemnity

Each incident of breach of these Terms of Use on the part of the acquirer, in particular the prohibited duplication or use of the software product automatically results in the termination of the Term of Use. In such an event, GEFASOFT GmbH is entitled to demand compensation for damages within the scope of the legal provisions.

## 7 Validity / place of jurisdiction

This Agreement is subject to the German Law and is only valid in the German version. Translations into other languages only serve your understanding.

The place of jurisdiction is the GEFASOFT GmbH company head office, Munich.