

## **General terms and conditions – United Planet GmbH**

### **General legal conditions for the transfer and maintenance of software as well as the performance of other services**

#### **§ 1 General**

The following conditions apply to the transfer of Intrex as standard software and – if and when stipulated – the performance of other services, such as modifying a software for the customer's purposes by United Planet. According to this contract, software modifications should explicitly be understood as modifications to the standard software but not as the creation of software. In the following, the term "software" encompasses the standard software, the modified standard software and individual applications based on the standard software.

Deviating terms and conditions of the customer are not part of this contractual agreement, unless they have been expressly recognized by United Planet in the written form. The uncontradicted performance of services by United Planet does not mean that the terms and conditions of the customer are recognized.

#### **§ 2 Subcontractors**

United Planet has the right to make use of subcontractors for performing services, either entirely or partially. Upon request, United Planet will inform the customer about the involved subcontractors.

#### **§ 3 Conditions of payment – Settlement of claims**

The customer pays United Planet the license fee specified in the offer and/or web shop for the transfer of the software. The payment for services provided is the fee for the time and labor of the contractually agreed upon service and is made based on the actual time and labor according to the current price list of United Planet, unless other terms are agreed upon. Unless otherwise specified, total prices and time named in offers are tentative estimations of the expected costs and time and labor based on expert calculations. One day encompasses 8 hours including breaks. Additional time and labor and additional costs are to be paid for separately. Waiting times for the United Planet employees incurred by the customer are considered and charged for as work time.

The customer only has offset rights, if their counterclaims are determined without further legal recourse, undisputed or recognized in the written form by United Planet. The customer's right of retention is ruled out unless the customer's counterclaim comes from the same contractual agreement and is without further legal recourse, undisputed or recognized in the written form by United Planet.

#### **§ 4 Payment deadlines/Arrears**

All prices are listed excluding the applicable sales taxes. Arising costs for delivery, packaging, insurance, travel costs and business expenses apply to all prices. If the legal value added tax rate changes, we will adjust our fees at that time and in accordance with the respective legal change; a right of cancellation for the customer does not originate here.

All invoices shall be paid immediately and in full, with payment to be received by the due date of the invoice at the latest. If the customer is wholly or partly in arrears with a payment, United Planet is entitled to charge the statutory interest rate as of the relevant

date. United Planet also reserves the right to continue to withdraw services in the case of arrears, as well as to only perform outstanding services in return for prepayment or bailouts.

## **§ 5 Export terms**

United Planet software can be subject to export control laws, standards, regulations and limitations and national security controls of Germany, the EU and/or the United States of America. The customer has a duty to regard possible limitations, which result from this, and if required, to obtain the applicable approvals themselves. The customer releases United Planet from all effects of the violation of this provision.

The user shall particularly check and verify that

- the software, documentation and information shall not be used for any purpose related to armaments, nuclear energy, weaponry or other military use;
- no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive goods, software or technology originating in the U.S.;
- no undertaking or person named in the U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive goods originating in the U.S. without permission;
- the early warning advice notices of the respective German authorities shall be observed.

## **§ 6 Data protection**

Customer data is gathered, saved and processed for handling orders and guarantees, as well as for advertising purposes. Personal data is gathered when these are voluntarily transmitted as part of a product order, customer account registration or newsletter subscription.

Disclosure of your personal data to appointed service providers only occurs within the framework of their performance of the service (haulers, logistics specialists, banks).

The parties regard the applicable terms of data protection. Provided the services of United Planet represent an order data processing in accordance with §11 BDSG or if there is a duty to conclude an agreement according to §11 Paragraph 5 BDSG, the parties will conclude an agreement for order data processing. Detailed information regarding data protection can be found at: [www.unitedplanet.com](http://www.unitedplanet.com).

## **§ 7 Warranty**

United Planet guarantees that the software is in compliance with the description and specifications laid out in the relevant program documentation and has been created with due care and skill. At the time of handing over the software, United Planet guarantees the original licensee that the software can be used as described in the documentation and free from malware.

Technical information, specifications and performance information, which is made in public statements, in particular advertising materials, are not guarantees. The functionality of the software is based on the description within the written documents and where appropriate, supplementary agreements made for this purpose.

## **§ 8 Liability**

In the case of loss of life, limb or injury to health, United Planet is fully liable if the loss is the fault of United Planet and is intentional or through gross negligence in accordance with the regulations of the Product Liability Act or United Planet breaches any of the services guaranteed.

United Planet is only liable for slight negligence, if a duty, whose fulfillment facilitates the proper consummation of the contract in the first place and in whose fulfillment the licensee can trust (cardinal duty). The amount to be paid in damages is limited, that is predictable or typical based on the type of business in question, to two times the amount paid by the customer for the license fee. With rental contracts the amount can only be a maximum of double the figure paid by the licensee per year for their rental contract.

Unless otherwise stated, United Planet is only liable for direct damage to the product – not indirect and consequential defects (in particular, loss of profit and loss of production). United Planet shall not be liable for loss of data, unless United Planet caused a defect by gross negligence or willful intent and only if the customer has ensured to store their data in machine readable form and can be reconstructed with a reasonable effort.

The customer is aware that they should conduct regular backups of their data in the context of their obligation to minimize any damage in the case of a suspected software error and they shall take all reasonable additional safeguards to ensure they carry out these regular backups.

United Planet is not liable in any additional case. The above provisions also apply to the benefit of any agents acting on behalf of United Planet.

## **§ 9 Retailers**

We deliver our software and data to retailers exclusively for the purposes of further sale in their own name and on their own account to end customers. Therefore, we authorize retailers to sell our software and data according to the stipulations described in the license conditions.

Detailed terms for retailers are contained in the partner contract from United Planet. This must have been concluded by any partner or retailer beforehand.

## **§ 10 License agreements**

Supplementary conditions in the form of end user license agreements apply to license contracts. These can be found at [www.unitedplanet.com](http://www.unitedplanet.com) and must be agreed to before the installation process of the software can begin. If the license conditions aren't agreed to, the software may not be installed and/or the installation process will be cancelled.

United Planet grants the customer the user rights defined in the license agreement and license certificate.

## **§ 11 Software Service Contract**

The maintenance and service of the software is primarily subject to the conditions of a separate software maintenance contract ("Software Service Contract").

## **§ 12 Services**

United Planet – if and when stipulated – performs adjustments to the software as a service. These services include consultations, trainings, customer-oriented modifications and similar to support the customer. The type, location, time and scope of the services are defined in the respective contract or commission.

United Planet provides services in accordance with this contract and with the state of technology at the time of the contract's conclusion. These services are provided by personnel who are qualified to provide the agreed upon service. United Planet has the right to use qualified third-parties in order to provide said services.

If the customer has commissioned services from United Planet, such as the modification of software, the parties will make a separate agreement for these specific, required services. Furthermore, the parties will usually determine the following:

- Tasks and aims of the services
- Type and scope of the services – where appropriate for complex projects, in the form of a detailed functional specification document
- Expected start and end date of the service provision
- Specification of the customer's duties to cooperate
- Fees/Payment

The customer is to support United Planet to an appropriate degree in the provision of said services. The customer will especially provide United Planet with:

- the required information and documentation punctually and in their entirety,
- the required hardware and software environment including development, testing and live environments which at least meet the minimum system requirements as stated in the software description from United Planet, and
- test data that conforms with data protection standards.

Customer duties beyond these require a separate agreement. The lawful backup of data is the customer's responsibility.

United Planet provides services based on a stipulated number of hours; these are agreed upon in advance. Should the customer require a service in the form of a work contract, i.e. which isn't time-based, then a separate contract is to be made between the two parties.

United Planet grants the customer the non-exclusive, non-perishable, irrevocable and non-transferable right to use the results of the services provided and embodied in the scope of the contract, as long as this comes from the purpose and field of application of this contract. These rights include the agreed upon interim results and aids.

If the service isn't provided in accordance with the contract or is defective due to the fault of United Planet, United Planet is obliged to provide the customer with the service in accordance with the contract at no extra cost and within a reasonable period of time. This requires a complaint on the part of the customer which is to be made immediately – at the very latest within 2 weeks of discovering the fault.

If United Planet is not able to provide the service substantially in accordance with the contract and by an appropriate, final deadline specified by the customer due to reasons on the part of United Planet, the customer reserves the right to end the contract without any cancellation period. In this case, United Planet has the right to claim payment for the services provided, which are based on this contract, up until the time the contract cancellation took effect.

### **§ 13 Place of performance – Place of jurisdiction**

The place of performance is Freiburg im Breisgau. The law of Germany shall apply to the exclusion of the UN Convention on the International Sale of Goods. The place of jurisdiction is Freiburg im Breisgau, or if United Planet GmbH so chooses, the place of jurisdiction for the customer, if the customer is an established merchant or similar. In the case of international contracts, the German court with jurisdiction over the physical area and legal field of United Planet GmbH shall be used.