

General Terms and Conditions for the Provision of Software Products

1. Subject of the Contract

1.1 The specifications and scope of the software, including functionality and compatibility, as well as the approved operating environment, are defined in the respective program description, supplemented by the user manual, unless otherwise agreed. Security of the software is based on the state of the art at the time of risk transfer, unless otherwise agreed or required by law. Public statements are only relevant for the agreed quality if they refer to specific features of the agreed software.

1.2 The software is delivered only in executable form, including a user manual (user documentation or online help) and installation instructions. Manuals may also be provided electronically. Additional instructions will only be delivered if expressly agreed. If the software includes interfaces to third-party software not supplied by H+S, § 69d of the German Copyright Act applies.

1.3 Unless otherwise agreed, the software is installed and commissioned by the customer. Any further services provided by H+S at the customer's request (e.g., preparation, installation, demonstration, training, consulting) will be invoiced based on time spent.

2. Usage Rights and Protection Against Unauthorized Use

2.1 Upon full payment, H+S grants the customer the right to use the software as specified in the contract. If not specified, a simple, non-exclusive right for permanent use is granted, limited to one computer and one user at a time, and only for internal business purposes. Any broader usage must be contractually agreed in advance.

2.2 Rights may be transferred to third parties only if the customer completely relinquishes their own rights. The customer must impose all obligations and restrictions on the third party and confirm in writing that their own use has ceased.

2.3 The customer may only copy the software as necessary for contractual use. Copyright notices must not be altered or removed.

2.4 H+S may implement reasonable technical measures to prevent misuse, provided the use on backup or successor configurations is not significantly affected. Documentation of original and successor configurations must be provided upon request.

2.5 Ownership of copies remains with H+S until full payment is made. Any usage rights granted before that are provisional and revocable.

2.6 No intellectual property is transferred to the customer. Even customized versions remain the intellectual property of H+S unless otherwise agreed in writing.

2.7 H+S may transfer its rights and obligations to a third party.

2.8 H+S may use subcontractors, including for implementation, operation, and data processing, under the agreed terms.

2.9 H+S is not obliged to provide the source code.

2.10 The application and all information it provides (excluding customer data) are protected by copyright and are the intellectual property or licensed property of H+S. Any adaptations made by the customer to this IP also become property of H+S. The customer must report any IP violations or unauthorized usage.

2.11 The system is protected by copyright and remains the full intellectual property of H+S.

2.12 H+S may revoke usage rights if the customer violates usage restrictions or protection rules. H+S will set a deadline for remedy. In repeated or serious cases, the revocation may be immediate. Usage must then cease and be confirmed in writing. H+S may restore rights if the customer gives a written assurance of compliance.

3. Customer Obligations

3.1 The customer ensures that qualified personnel are available at the time of delivery.

3.2 The customer must inform H+S of changes in the operating environment.

3.3 The customer must support H+S in remedying defects, e.g., by sending relevant data and tools.

3.4 The customer acknowledges that the software, manuals, and related materials – including future versions – are protected by copyright and may contain trade secrets. Source code is considered a trade secret unless otherwise agreed.

3.5 The customer must not encourage unauthorized use or attempt decompilation, unless legally permitted. Any threats or incidents of unauthorized access must be reported.

4. Software Maintenance and Support

4.1 Access to maintenance and support depends on the contract or product description.

4.2 A separate maintenance agreement or SLA may be required.

5. Warranty Claims

5.1 H+S warrants that the software conforms to the agreement when used properly. The limitation period begins upon delivery or completion of installation. Usage extensions do not reset this period. Warranty claims require defects to be reproducible or provable.

5.2 If defects exist, the customer has a right to subsequent performance (repair or replacement) within a reasonable time. H+S decides the method, considering customer interests. Access to the software must be granted for this purpose. Before performing repairs independently, the customer must consult H+S. If remedial efforts fail or are not feasible, the customer may reduce payment, withdraw from the contract, or claim compensation under clause 6 of the general terms.

6. Freeware, Demo, Test or Trial Versions

6.1 If software is provided for evaluation or testing (e.g., demo, trial), usage is restricted to internal purposes and to the period specified by H+S. The right expires automatically after that period.

6.2 Such software and freeware may be functionally limited and is used at the customer's own risk.

6.3 H+S provides no warranty for features in such versions. Sections 3, 4, and 5 (disturbances and defect claims) of the general terms do not apply.

7. Applicability of General Terms and Conditions

The General Terms and Conditions of Heilig & Schwab GmbH & Co. KG also apply.

8. Final Provisions

8.1 H+S may propose changes to these terms. If the customer does not object in writing within four weeks, the change is deemed accepted. H+S will notify the customer of this consequence at the start of the period.

8.2 If a provision is invalid, the rest remains effective. The invalid provision is to be interpreted, modified, or replaced so its economic intent is achieved, unless this causes undue hardship.

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