

**GENERAL TERMS AND CONDITIONS OF THE  
BAUKLIMATIK DRESDEN SOFTWARE GMBH**

These General Terms and Conditions (hereinafter referred to as GTC) apply to all legal relationships between Bauklimatik Dresden Software GmbH (hereinafter referred to as Licensor and/or Provider) and business customers and/or public clients of the licensor (hereinafter referred to as Licensee or Client) which use the services of the licensor. Bauklimatik Dresden Software GmbH is a software business and offers innovative software products with relation to the climate and/or physical structure of buildings.

These General Terms and Conditions are divided into different parts. It is expressly pointed out at here that the object of regulation in question may be composed of the various parts of these GTC, according to the scope of the service agreed on and to be provided. For all contractual relationships, the general part of these GTC hold as well as the special part specifying the services of the Provider insofar as these have been agreed in advance. If provisions are made in the relevant special part that are also regulated in the general part, the special part shall take precedence insofar as a deviating regulation between the general part and the special part exists. This also applies if contradictory clauses are included in the general and in the special part.

The following GTC are subdivided into

- I. Fundamentals for all contracts,
- II. License terms and conditions with regard to the licensing of software,
- III. Service, support, consulting services.

**I. FUNDAMENTALS FOR ALL CONTRACTS**

**§ 1 GENERAL PROVISIONS / SCOPE**

1. These GTC govern the legal relationships between the Provider and the Client of the Provider that uses the services of the Provider. The Provider will only work for business clients/companies and/or contracting public authorities.

2. These GTC apply to all business activities and relationships between the Provider and the Client, including future ones, that are related to consulting services and/or software products of the Provider. The Provider performs all services exclusively on the basis of these GTC. The version (of the GTC) valid at the time of the execution of the business act shall apply unless it has been amended by other agreements.

3. These GTC also apply if the Client uses conditions deviating from these or if services are rendered to them in the knowledge of conflicting terms and conditions of the Client. Deviating, supplementary or conflicting terms and conditions of the Client are therefore not part of the contract even with knowledge, unless the Provider gives written approval of their validity.

4. These GTC only holds for entrepreneurs in terms of § 14 BGB (German Civil Code) and public contracting authorities. An entrepreneur is any natural person or legal entity or partnership with legal capacity who, when concluding the contract, is exercising a commercial or independent professional activity. By placing the order and/or submitting an offer and/or submitting an acceptance, the Client confirms as entrepreneur that he or she is acting in his or her capacity as an entrepreneur and has the necessary power of representation.

5. The provisions "Fundamentals for all contracts" apply to every case. Insofar as the special provisions regarding the agreed performance

deviate from these general provisions and/or a supplementary or specific provision has been made, the provisions of the special part have precedence.

**§ 2 CONCLUSION OF CONTRACT / OFFER / ACCEPTANCE**

1. The offering of services on the website of the Provider and all subpages and websites does not constitute a binding offer to conclude a contract. Likewise, prices quoted on the website are not binding. A binding offer has only been made by the Provider if the declaration is formulated as an offer. Otherwise, these are preparatory measures.

2. The Provider sends the Client a binding offer to conclude a contract, unless the Provider communicates in sending this document that it is not a binding offer. By sending the countersigned offer, the Client accepts this offer. The Provider reserves the right, in case of deviating acceptance of an offer submitted by the Provider, to reject this acceptance. The Provider is bound to its binding offer in the form sent for the duration of the acceptance period specified in the offer. With expiration of this period/date, the offer of the Provider expires, without the need for a separate notification. The contracting parties may individually coordinate the procedure for concluding the contract and may deviate from the aforementioned procedure by mutual agreement. The conclusion can be made both electronically and in writing, by e-mail as well as by post.

3. The Provider has the right, despite the expiration of the offer, to maintain the original offer by separate notice. If the Client submits an offer, this can be accepted by the Provider by order confirmation. Unless otherwise expressly agreed, the Provider is bound by its offer for a period of 4 weeks.

4. A contract is also concluded when the Client makes use of services provided by the Provider on the basis of an offer from the Provider. Deviations from these GTC as well as the possible offer must be in writing to be effective. The contract can also be concluded via a web form.

5. The object and content of the contract as well as the corresponding scope of services result from these GTC as well as the underlying offer, the price sheet and the product information which are transmitted to the Client by the Provider.

6. The Provider reserves all rights, in particular the right of ownership, exploitation, reproduction and copyright, to all documents, in particular cost estimates, drawings and offer documents. The Client is forbidden to make these documents available to third parties if no prior consent has been given by the Provider. If a contractual relationship does not materialize, the Client is obliged, without being asked, to immediately return all exchanged documents to the Provider and to treat the exchanged contents as confidential. Reproduction and/or forwarding to third parties is prohibited.

**§ 3 CONTRACT CONTENTS / SERVICE**

1. The agreed service content results from the general as well as the respective special part of these GTC and the activities agreed in the offer or the order confirmation, the license overview as well as the price list. Further services are only contractually owed insofar as the parties have jointly defined this and recorded it in writing. Insofar as there is no prior or subsequent agreement, the Provider may, at its sole discretion, choose the method of working and the method of proceeding insofar as it is suitable for fulfilling the contractually agreed purpose.

2. The Provider is entitled to use third parties to fulfill the rights and obligations arising from the order from the Client. Insofar as the delivery and / or provision of software in the form of licenses is contractually owed, the provisions of Part II of these GTC shall apply and insofar as there is a gap in this particular part, the statutory provisions shall apply. Insofar as service and / or consulting services are contractually owed, the provisions of Part III of these GTC apply and insofar as there is a gap in this particular part, the statutory provisions apply.

#### § 4 COPYRIGHT AND OTHER RIGHTS

1. Unless otherwise agreed, the Client receives from the Provider the right to use the transmitted work results and / or services to the contractually agreed extent.

2. Unless otherwise agreed in writing, the Client shall be assigned a simple, non-exclusive, non-transferable right of use limited to the duration of the contractually limited and unlimited use of the work results and / or services. A right of exploitation, and thus the right to transfer the contractual services to third parties, is not granted and requires a mutual and written regulation of the contracting parties. Copies / backups of work results may only be made for security purposes and are to be marked as such. These copies are to be provided with a corresponding and clearly visible copyright notice "Bauklimatik Dresden Software GmbH". In addition, the contracting party is obligated to keep a record of all copies, partial copies, small installations as well as any copies of the manual and to grant the Provider access to them on request at any time.

#### § 5 PLACE OF PERFORMANCE / DELIVERY / DEFAULT

1. Unless otherwise agreed, the contractually agreed services on the part of the Provider are provided from the establishment of the Provider, thus ex works. Services such as consulting services may be provided by the Provider at its own discretion at the site of the Client. If the provision of services is not ex-works, the Provider is entitled to charge the contracting party for the costs and expenses incurred for this purpose.

2. Manuals, documentation and software are provided by the Provider at its sole discretion, either by notice of release to download from the Provider's websites or directly online.

3. In the case of delivery of objects, the Provider generally hands over the service to third-party transport companies. In this case, the risk of accidental loss passes to the Client at the time the service is transferred to the forwarder. At the request of the Provider, the Client is obliged to name / confirm readiness for takeover, determination of the takeover date and completion of necessary preparatory acts prior to delivery. Insofar as a transfer of the service of the Provider to a suitable transport person should not take place, this requires a mutually agreed regulation of the contracting parties.

4. A default of acceptance occurs, inter alia, if the contractual partner refuses acceptance due to insignificant defects, does not provide necessary preparatory actions in the sense of § 5 paragraph 3 and / or acceptance does not occur despite indication of a takeover date by the Provider and this is due to a fault of the Client. In this case, the risk of accidental loss passes to the Client. In cases of default of acceptance, the Provider is free to insist on a new delivery date, but without the default being terminated.

5. The delivery times are determined by the respective contractual

agreement between the contracting parties. Insofar as no other contractual agreement exists, the delivery period is determined according to the information in the offer of the Provider. The beginning of the delivery period implies that the Client complies fully and contractually with its cooperative actions. Consequently, the delivery period begins to run only when the Client has provided the necessary documents, permits and / or releases within the deadline. The delivery period shall be reasonably extended if the Client has caused the delay due to non-fulfillment of his or her contractual obligations. Delivery and other service deadlines of the Client are also extended in appropriate proportion if unforeseen circumstances occur in the context of force majeure, which even with the utmost care on the part of the Provider could not have been prevented. If the service is not provided on time, the Client is obliged to give the Provider a reasonable deadline to render the service.

#### § 6 PRICES / COMPENSATION AGREEMENT

1. The remuneration depends on the provisions agreed between the contracting parties. An individual agreement, such as in the underlying offer, will take precedence over the provisions of this section. Insofar as no other agreement is made, services of the Provider will be charged according to agreed hourly rates and agreed calculation bases. Travel time is always calculated. Insofar as no other agreement exists, the compensation rates are based on the known product and price lists of the Provider, which become part of the contract. The compensation rates and other invoiced amounts (e.g. expenses, ancillary costs, travel expenses, etc.) do not include value-added tax. This tax will also be billed to the contracting party in the amount applicable at the time of accounting and shown separately or included. If there is no agreement on the due date, invoices are due 14 days after receipt.

2. The Provider is entitled to demand advance payments and / or installments to an appropriate extent, if no other regulation has been made in this regard. The amount, timing and extent of the installment payment and / or the advance payment as well as other factors relating to this principally derive from the agreement made between the Provider and the Client. If such an agreement does not exist, the right of the Provider to demand an installment payment remains, insofar as there is a divisible and usable partial service.

3. All amounts are net amounts to which statutory VAT and any duties and other charges are added. Both the installment payments and the final payment require accounting. Accounting in electronic form is sufficient. Incurred expenses and fixed costs, in particular flight, travel and accommodation costs, are to be borne by the contracting party and are not shown separately in the offer.

#### § 7 SERVICE / PERFORMANCE TIME / COMPLETION / WITHDRAWAL / ACCEPTANCE

1. The performance period and completion date are based on the agreements between the Provider and the Client. In the absence of such an agreement and if the following provisions do not stipulate otherwise, the performance period and the completion date shall be determined in accordance with the development period typical for the industry. If a performance period / implementation period is agreed, this shall be deemed to be an estimate and shall be extended by an additional 8 weeks if necessary. It is noted that information on the period of performance is only binding if this information is described as binding. Partial services are permissible insofar as this is reasonable for the contractual partner.

2. Insofar as all documents to be provided by the Client for the fulfillment of the contract are not available in a timely manner and / or necessary approvals cannot be obtained, the agreed service period shall be extended appropriately. This also applies with regard to delays for which the Client is responsible and / or in the event of non-compliance with the contractual obligations incumbent on the Client.

3. The period of performance and / or completion is extended for a reasonable period, in particular, if the non-observance of the deadlines is due to force majeure and / or problems of national / international law and / or the behavior of third parties which are not the fault of either the Client nor the Provider and which the Provider even with compliance with the diligence necessary in commerce could not have prevented. In this case, the Client will be informed immediately and a new performance and / or completion period will be agreed.

4. If the aforementioned periods are extended for the aforementioned reasons, the Client cannot assert any claims for damages due to default and / or failure to provide services.

5. The Client is obliged to make a declaration about acceptance. After completion of the particular commissioned service, the Provider can ask the Client for a declaration of acceptance. In this case, the declaration of acceptance or the notification of a defect must be made within 21 days. After expiry of this period, acceptance shall be deemed to have occurred unless the Client has lawfully refused acceptance.

#### § 8 RETENTION OF TITLE / TEST OPERATION / DATA BACKUP

1. Services of the Provider remain the property of the Provider until the fulfillment of all claims of the Provider that arise against the Client from the business relationship,

2. Before using the Provider's software in productive operations, the Client is to thoroughly test it outside of live operation in all its functions and to check for compatibility with existing systems. Any concerns, errors or possible malfunctions should be reported to the Provider immediately. Furthermore, the Client is obliged to secure his or her data carefully before using the software of the Provider. Even during ongoing real operations, the Client must always ensure that his or her data is continually backed up. The Provider is not liable for any loss of data by the Client, unless it stems from intent or gross negligence on the part of the Provider.

#### § 9 DUTY TO INSPECT AND NOTIFY / DUTY OF ACCEPTANCE

1. The customer is subject to the obligation to examine and notify pursuant to § 377 HGB (German Commercial Code). The Client shall examine the services and / or partial services of the Provider immediately after delivery and / or provision of the services by the Provider, insofar as this is feasible in the ordinary course of business. If this reveals a defect, this must be reported to the Provider immediately. If the Client fails to do so, the service provided and / or the delivered goods / software shall be deemed approved unless it is a defect that was not identifiable during the investigation. If such a deficiency arises later, it must be reported immediately after discovery. Otherwise, the performance is also considered as approved in view of this defect. This will only be invalidated if the Provider fraudulently deceives the Client.

2. The Client may not refuse acceptance due to insignificant defects. The examination of the goods / services is considered to have been carried out immediately if a period of 21 days from delivery of the goods and / or provision of the service (also partial services) is not exceeded. The notification of defects can be made in electronic form. The Client is obliged

to accept the goods / services insofar as the functionality and freedom from defects are given. In this case the service is to be considered properly performed.

#### § 10 WARRANTY

Insofar as nothing to the contrary is stipulated below, the statutory provisions shall apply with regard to material defect liability and warranty. Client claims for defects only exist if the Client has properly fulfilled his or her obligations in accordance with Art. § 9 of this provision. Claims of the Client under this contract become statute-barred within one year after acceptance of the services by the Client or unlawful refusal of the acceptance by the Client. The statute of limitations begins to run even if the Client denies the acceptance of the service without good reason. The acceptance may not be refused if it only concerns an insignificant defect. The remaining legal provisions remain unaffected.

#### § 11 DATA PROTECTION / PARTICIPATION OF THE CONTRACTING PARTY

The Client is obliged to comply with all data protection regulations with regard to cooperation with the Provider and to oblige authorized third parties, employees and / or employees to do likewise. The Client is obliged to support the contractual activity of the Provider actively and at his or her own expense to the best of his or her knowledge and belief. Employees of the Provider must at all times have access to information that is necessary for the fulfillment of the contract. Likewise, the employees of the Provider are to be given authorizations that are necessary to fulfill the contractual obligations at any time. The Client will continue to provide employees from project-relevant areas (contact persons, other project-specific assistants) to support the Provider free of charge and provide them with all necessary authorizations as far as this is necessary for the execution of the contract. These individuals to be named must have the professional qualifications necessary to support the contractually agreed service.

#### § 12 CLAIMS FOR DEFECTS / CLAIMS FOR DAMAGES / LIABILITY / DISCLAIMER

1. A liability for damages does not obtain, in particular, if damage or other disruption to equipment, services or similar objects arise due to improper treatment, incorrect operation and / or misuse. Functionality with regard to interfaces used by the Client cannot be guaranteed.

2. In particular, claims for defects do not exist

- for an insignificant impairment of usability,
- in the case of damages which are due to overuse and / or misuse or improper use
- for defective connection of other performance components, such as in the form of faulty interfaces and / or faulty services components, which are to be connected by way of the interfaces
- for acts of third parties which influence the functionality of the delivery.

3. Further claims for damages other than the claims regulated in this contract, for instance due to delayed provision of services and / or breach of a contractual obligation are excluded, unless they are based on intent, gross negligence, malicious concealment or because of injury to life, body or health. Furthermore, the above exclusion of liability does not apply if liability is given according to the rules of the Product Liability Act, a

material contractual obligation is violated and / or an assumed guarantee is not adhered to.

4. The exclusions of possible claims for damages named in this section also refer to any behavior of vicarious agents and employees of the Provider.

5. In the event of slight negligence, the liability of the Provider and / or its vicarious agents and legal representatives in the event of pecuniary damage in respect of indirect damage, in particular consequential damage, unforeseeable damage or untypical damage is excluded.

6. The Provider is not liable for impossibility of delivery or for delays in delivery if these were caused by force majeure or other unforeseeable events at the time of the conclusion of the contract, such as disruptions of any kind, delays in transport or strikes for which the Provider is not responsible. The delivery period is extended according to the duration of such measures and obstacles. The Provider will promptly indicate the beginning and end of the obstacles as far as this is possible.

7. The Provider guarantees the proper functioning of the services provided, but not the economic success aimed at with the service. If the Client intervenes independently in the service of the Provider and / or commissions a third party which intervenes in the performance of the Provider, the Provider is not liable for any resulting defects and / or damages. The same applies if the Client carries out necessary updates, independently or through third parties.

10. Subject to the provisions of these terms and conditions, the Provider is only liable for the recovery of data if the Client has ensured that the data from the data-stores in machine-readable form can be reproduced at a reasonable expenditure.

#### § 13 FINAL PROVISIONS / jurisdiction agreement / references

1. The law of the Federal Republic of Germany applies exclusively to the business relations between the Provider and the Client under exclusion of the UN CISG. The contract language is German. The Provider is entitled to refer to the services provided to the Client by the Provider and list the services provided as references and / or use them for promotion.

2. Jurisdiction for all disputes arising from the contractual relationship between the Provider and the Client is the location of the Provider (Dresden).

3. Should individual provisions of these GTC be ineffective or modified on the basis of contractual agreement, this does not affect the validity of the remaining provisions of these GTC, unless the adherence to the contract would constitute an unreasonable hardship for a party.

## **II. LICENSE TERMS AND CONDITIONS WITH REGARD TO THE LICENSING OF SOFTWARE**

### **§ 1 CONTENTS / SCOPE / UPDATES / UPGRADES / AVAILABILITY**

1. The provisions of the Special Part "License terms and conditions with regard to the licensing of software" are fully the object of the contractual relationship between the Licensor and the Licensee if the Licensee is provided with software for temporary use. After the license agreement has been concluded, the Licensor makes the software available to the Licensee via download and activates it if the Licensee has provided the Licensor with the necessary activation information.

2. This particular part becomes valid with the commissioning of the Licensor to provide the software for the duration of the license agreement and / or the creation of software with subsequent transfer. *The provision of maintenance, support and care services is expressly excluded from this and requires an individual agreement. Likewise, installation and training services as well as ongoing services and customization services are not due in the course of the contractual relation and require an individual agreement.*

3. The Licensor owes neither updates nor upgrades. Update refers to troubleshooting, minor functional customizations, documentation and database extensions, and always refers to the same software version. Upgrade refers to the transition to a new software version and usually includes major functional enhancements / functional adjustments as well as changes in the database scope and documentation. If the Licensor makes updates and / or upgrades available to the Licensee during the term of this contract, the Licensee has the right to install them free of charge. The Licensor has no obligation to keep older software versions available after making available new updates and / or upgrades.

4. If the Licensor makes an upgrade available, the Licensee has the right to conclude a new license agreement for the upgrade upon completion of the contract period still obtaining at the time the new upgrade is published. The current price list of the Licensor applies. The Licensor reserves the right with the publication of the upgrade (the new software version) not to extend expiring license agreements of the older software version beyond the current contractual period and also not to conclude any new license agreements regarding older versions. Consequently, product support for older versions ends in these circumstances.

5. The software is activated personally for one workstation (hardware), based on the respective agreed license. Each renewal of the license agreement requires a new activation. The Licensor offers technical support for the Licensee with respect to the download, installation of the license and activation of the license. This does not explicitly include technical support regarding modeling, databases and physical issues. This requires the conclusion of a support / consulting contract.

### **§ 2 Copyright and usage rights**

1. The provisions of § 4 "Fundamentals for all contracts - Part 1 of the GTC" apply. These are supplemented and specified by the following provisions.

2. The software provided by the Licensor and any documents provided are protected by copyright. Licensee is not entitled to any rights beyond these provisions. This also applies insofar as the software was created by specifications and cooperation of the Licensee. The third party software

integrated by the Licensor into the software can only be used by the Licensee in accordance with the usage rights listed below to the extent necessary for the operation of the provided software.

3. Unless otherwise agreed in the commission, the Licensee receives the temporally unlimited, non-exclusive authorization, limited in space to the European Economic Area and Switzerland, to use the software in his or her business, the specification of which derives from the commission, only for his or her own purposes according to the documentation specifications. Any use of the licensed software by third party access by means of electronic data exchange / remote data transmission is not included in the license and requires a separate agreement.

4. As part of the contractual use, the Licensee is entitled to reproduce the software, to make the necessary backup copies, which must be designated as such, and to use the documentation supplied and to copy them for internal purposes. However, the above rights only exist if they are used for in-house and non-exploitable measures.

5. Any commercial exploitation and / or transmission and / or transfer to third parties in any form is prohibited to the Licensee and requires the prior written consent of the Licensor. A change of the software by the Licensee is inadmissible. A claim of the contracting party for the publication of the source programs and the development documentation does not exist.

6. The copyright notices, trademarks, other rights, serial numbers and other features used in the software may not be altered or rendered illegible.

### § 3 Further OBLIGATIONS OF the Licensee / Data Backup

1. The provisions on participation of the Client in the general part of these contract conditions apply. In addition, the Licensee grants the Licensor all necessary information for the execution of the contract.

2. The Licensee takes reasonable precautions in case the software does not work properly in whole or in part, e.g. with diagnosis of error, regular checking of the results, data backup etc. The Licensee will secure his or her data according to the recognized rules of technology. The Licensee ensures that up-to-date data from computer-readable databases is reproducible at a reasonable cost. The duty to backup is ongoing.

3. The Licensee makes all reasonable efforts to identify, limit and document errors. This includes the preparation of defect reports, system logs and dumps, provision of affected input and output data, intermediate and test results, and other documentation appropriate to illustrate the defect.

4. During the period of use of the software, the Licensee will designate an in-house system administrator and a suitable representative and will inform those persons at the request of the Licensor. Both the system owner and his or her representative must have a sufficient qualification.

5. It should be noted that the calculation results of the software must always be checked for technical plausibility and this is to be done in every case. In any case, the Licensee is obliged to comply with and maintain the system requirements (hardware and software) for the operation of the software, which are made available separately and before the conclusion of the license agreement. If this is not the case, the Licensee cannot assert any corresponding claims.

### § 4 TERMS OF PAYMENT / Prices / License period / Termination

1. The provisions of § 6 "Fundamentals for all contracts - Part 1 of these Terms and Conditions" apply, which are specified by the following provisions.

2. Insofar as no other provision has been made in the offer or the contracting parties have not made a deviating agreement, the term of the license is one year after conclusion of the license agreement. The license agreement is extended by one year if it is not terminated in writing by one of the contracting parties at the latest one month before expiry of the agreed term and / or before expiry of the respective extension period.

3. The contract can be terminated extraordinarily without notice, insofar as there is an extraordinary reason for termination without notice. An important reason exists in particular if the Licensee violates a material obligation of this contract or if the Licensee is in default with at least two monthly license fees due. In this case, the Licensee shall remain obligated to pay the license fee to be paid for the original contract term, which shall become due immediately upon termination, unless the Licensor is at fault for the termination.

4. The costs of the license derive from the offer or the known price sheet of the Licensor. Likewise, upon conclusion of the license agreement, a one-time basic fee is due, which also derives from the offer or the price sheet.

### § 5 Inspection and REJECTION DUTY

The Licensee is subject to the obligation to inspect and to give notice of defects in the sense of the general part of these provisions. In addition, this is specified as follows: The indication of the defectiveness, thus the error report, must contain information about the kind of the error, the module in which the error occurred, as well as the work that was being

done on the computer at the occurrence of the error. The error must be described such that it can be reproduced. The obligation is based on the licensee's possibilities of identifying and naming the errors.

### § 6 WARRANTY / data security

1. The obligation to back up licensed software and / or any updates / upgrades is the responsibility of the Licensee.

2. The Licensor guarantees that the software supplied by it can be used in accordance with the description in the contract and in the user documentation, insofar as such exists. The guarantee, however, only refers to the function of the contract software. Consequently, a guarantee cannot be assumed if the defectiveness of the software is due to circumstances outside the software. This is particularly the case if the defect results from hardware defects, environmental conditions, operating errors, external defective data and / or other reasons originating from the risk area of the Licensee. In particular, a functional impairment caused by the other software used by the Licensee and not by software supplied by the Licensor does not constitute a malfunction.

3. As far as reasonable, the Licensee shall take all necessary measures to identify, limit and document errors and shall, upon request, hand over corresponding documents. The assertion of warranty claims implies that the Licensee has duly fulfilled his or her obligation to inspect and to give notice of defects within the meaning of § 377 HGB (German Commercial Code) and in the design of the contractual provisions. Here reference is made to § 9 of Part I and § 5 of Part II of these GTC. Likewise reference is made to the application of § 9 clause 3 of these GTC.

### § 7 Free TRANSFER / research / non-profit

The Licensor may issue licenses free of charge for teaching, evaluation, study and / or demonstration purposes. Being free of charge requires the prior notification of the Licensor. The purpose of the license is to be agreed with the Licensee. If a free-of-charge provision is made, the Licensee can not assert any rights in the form of contents, warranties or any other content of these GTC. Likewise, the license, which can be terminated by the Licensor at any time, may not be used for any purpose other than the agreed purpose and not for commercial purposes. However, the Licensee is obliged to comply with the provisions resulting from these Terms and Conditions.

## **III. SERVICE, SUPPORT AND CONSULTING SERVICES**

### § 1 CONTENT / SCOPE / OBJECT OF THE CONTRACT

1. The provisions of the special part "Service, Support and Consulting Services" are fully the subject of the contract between the Provider and the Client, insofar as the following services are to be provided in full or in part: Service, maintenance, support and other services pertaining to the support of the Client with regard to the software used by him or her and provided by the Provider. Individual agreements can be made between the contracting parties.

2. Object of this contract is the support of the Client for the license of the Provider used by him or her. As part of a support contract, the Provider will answer technical questions of the Client. The extent of the support here includes the use of the software, questions about modeling as well as questions about specific physical models / parameters as well as other physical issues. A time-limited telephone support is to be agreed separately.

### § 2. PLACE OF PERFORMANCE

1. The provisions of § 5 and § 7 of the Part "Fundamentals for all contracts" apply. These are specified by the following provisions. The service is provided primarily via an online access, on-site deployment only occurs when circumstances require, which must be commissioned separately.

2. The Client guarantees the Provider online access to the IT solutions. This is done via the internet. For security reasons, access via the Internet must be via a secure connection, for which the Client is responsible.

### § 3. Performance times / scope of services

1. The service time is the regular business hours of the Provider. These are the times from Monday to Friday 09:00 - 17:00, except nationwide public holidays and holidays in the Free State of Saxony.

2. **Support inquiries** are exclusively directed either by e-mail to the account **support@bauklimatik-dresden.de**.

### § 4. DUTY of COOPERATION OF the Client

1. § 11 of the part "Fundamentals for all contracts" and § 3 of the part "License provisions and regulations with regard to the licensing of software" apply, supplemented by the following provisions.

2. To ensure the success of the services, the Client

- ensures that the IT systems provided by him or her are in a normal operational state of installation and operation prior to commencement of the contract;
- provides the Provider with suitable documentation of his or her system infrastructure in order to guarantee a quick start of work in case of service;
- names the responsible contact persons as well as their representatives at the beginning of the contract and informs the Provider of any changes during the contract period (the contact person as well as his her her representative must have sufficient qualifications to ensure infrastructural connection to the system) and
- reports any faults immediately and provides additional information, such as error descriptions, log files or the necessary online access.

### § 5. PRICES / TERMS OF PAYMENT / DURATION

§ 6 of the part "Fundamentals for all contracts" applies here and is extended as follows. In accordance with the actual scope of service, the remuneration will be paid in accordance with the provisions made between the contracting parties. The duration of the contract is to be agreed individually.

**Date: 07/11/2018**