

between

ANOVA GmbH

Joachim-Jungius-Str. 10

D-18059 Rostock

- mentioned below as **licensor** -

and

customer in accordance to the order form (natural or legal entity)

- mentioned below as **licensee** -

§ 1 Subject

- The licensee acquires an user package of the branch software for interior design ambiente® (mentioned below as UP) in accordance to the order form.
- The UP consist of one data carrier (DVD) with the software ambiente® and the user manual, a hardware key (dongle) and further recent product information.
- The UP physically gets over into the property of the licensee. Furthermore by the payment of a license fee (to pay once) in accordance to the recent price list the licensee earns the right - unlimited in time or place - for the use of the software for interior design ambiente® (user license) and their documentation, that are part of the UP. In accordance to §1 (1) there is no transfer of property rights regarding the software itself.
- The software ambiente® consists of a STARTpackage, that can be combined with the add-on moules 3D Window Decoration, 3D Floor, 3D Wall, Curtain Cutting and possibly further modules – singly or in combination – to different branch packages. This contract applies equally to any variant of the software ambiente® in accordance to the recent product information or price list as well as for the multiple purchase of single user licenses or network licenses.
- As system requirements apply only the notifications that have been made by the licensor at the recent product information or at the packaging of the supplied data carriers.
- Furthermore within this contract the licensee acquires in return of an extra indicated software service fee in accordance to the recent price list / order form a claim for service, maintenance and support of his UP for the duration of a particular service period.

§ 2 Contract effectiveness and advance payment obligation of the licensee

- This contract becomes effective after incoming of the completed order form - signed by the licensee - in original, by fax or by email at the licensor, but latest with installation of the software.
- If the licensee has received a data carrier with the software ambiente® directly from the licensor or from an authorized fulfilment assistant, after installation the software is available in a limited demo mode. For the use of the demo version §§ 3, 4, 5 of this contract apply equally. It is prohibited to use the demo version for commercial purposes.
- After the irrevocably incoming of the license fee at the licensor and in fulfilment of §2 (1) the licensee will receive an once required key code to unlock the fully operating program version of the software ambiente®, respectively of the delivered dongle with the ordered modular extent by phone, fax or e-mail.

§ 3 Duplication rights

- The licensee is allowed to duplicate the software ambiente® so far as the respective duplication is necessary for the use. Necessary duplications are only the installation of the software ambiente® from the delivered data carrier to the mass storage of the computer hardware as well as the uploading into the main memory.
- Furthermore the licensee is allowed to duplicate the supplied UP for safety and recovery purposes. But in general, only one safety/recovery duplicate is allowed to be made or to be kept. This safety/recovery copy has to be marked as such kind of the software ambiente®.
- If a frequent data safety storage, inclusive the entire data base and all software programs after a total loss, is required because of the indica-

tion of high safety demands or for a fast recovery of the computer/network system, the licensee is allowed to make safety/recovery copies (backups) in a number that is urgently necessary. The concerned data carriers have to be marked correspondingly. Backups are allowed to be used for archive and recovery purposes only.

- Further duplications as well as the output of the program code at a printer are prohibited.

§ 4 Multiple use and network applications

- The licensee is allowed to use the software ambiente® with any computer hardware he has at his disposal. If the licensee changes the computer hardware, in consultation with the licensor he has to deactivate the software ambiente® at the computer hardware, that have been used so far, respectively by removing the dongle. He has to ask the licensor for a new key code, respectively to connect the dongle to the new computer hardware to activate the program.
- The parallel utilisation of the fully operable version of the software ambiente® at more than one computer hardware per license at the same time is prohibited. If the licensee likes to use the software ambiente® at more than one computer system at the same time, he is obliged to purchase the required number of UP (licenses) in accordance to the conditions of the recent price list.
- The use of the software ambiente® within a computer network or any other multiple station computer system is permitted so far as the licensee has purchased a network package (special program version) in accordance to the conditions of the recent price list (prices for network licenses) and in the adequate number of users, that are connected to the network.

§ 5 Copyrights, de-compiling, program modification and access protection

- The UP, including all contents, such as pictures, graphics, animations, video, audio, text and sample applications as well as all documentation, such as the user manual and product information are copyrighted and owned by the licensor. It is prohibited to remove or to modify any copyright marks, serial numbers and other insignia that are used for the program or product identification.
- Pictures, graphics, texts, professional content or other results, that can be achieved by the software ambiente® and its explicit functions (storage and print functions), can be used by the licensee in sense of the desired purpose that is given by the user instruction, manual and other product information. The quotation of source (*Source: ambiente® - the software for interior design*) is obligatory.
- Furthermore a reverse translation of the program code into other code types (de-compiling) as well as other kinds of reverse development of the software (reverse engineering), including program modifications, the utilisation of tools for modification of the software at their real-time running or removing of safety routines (copy protection, etc.) are prohibited.
- The licensee is obliged to defend the access of third parties to the UP by appropriate precaution. The delivered UP as well as safety/recovery duplicates and all documentation have to be kept at a safe place apart from the access of unauthorized third parties. Associate workers of the licensee have explicitly to be pointed to the fulfilment of the conditions of this contract and especially informed about the copy-right circumstances.

§ 6 Transfer of user rights

- The licensee is allowed to leave the UP in accordance to §1 (2) to the disposal and use of a third party - for a limited or unlimited period of time, so far as the third party declares his agreement to this contract in a written matter to the licensor. In case of leaving the UP to someone's disposal the licensee has to hand over the entire UP including all existing program duplicates and safety/recovery copies to the new user. In consequence of this transfer the user right of the licensee expires.
- The licensee is not allowed to resell or to trade with, to let or to lease the UP for any profitable matters, unless anything else has been explicitly contracted.
- The licensee is obliged to declare the transfer of his user rights to a third party to the licensor by a written notice (declaration of user rights

transfer) that contains the name, complete address and contact data of the third party.

§ 7 Service, support and maintenance of the UP

- So far as §2 (1) and (3) of this contract has been fulfilled, in accordance to §1 (6) the licensee has a claim of service, support and maintenance of the UP for a period of 12 months following on the date of incoming of the service fee, but firstly after the purchase of a software license.
- The service agreement includes the following services provisions by the licensor, that will be paid off by the service fee:
 - telephone hotline via stationary local telephone networks and remote maintenance via internet at common opening hours (Mo. - Fr., from 08.00am to 04.00pm GMT) and written advice (by e-mail or fax, 24 hours reaction time);
 - provision of updates in case of possibly necessary corrections of professional content or in case of adoption of the software within the existing framework of functionality and modular extent;
 - provision of digital article collection data of manufacturers and wholesalers via the internet (only in case of allowance of the particular contract partners of the licensor);
 - information about further developments, software education and training courses, fair and event terms and the supply of recent product information;
 - provision of upgrades (further developed program versions) in accordance to their availability.
- The provision of further developments of the professional and functional content of the software ambiente®, that go beyond the extent of §2 b) and e), such as additional new program modules, is not part of the service contract. Furthermore software education and training courses or the service at the customers facilities are not included. Also not part of the service contract is the support of hardware-, network- and operating system problems.
- The charge for the service, support and maintenance of the UP will be indicated as an extra fee in accordance to the recent price list/oder form. It is an annually fee, due per UP (license) and in advance to the 12 months service period.
- In general the licensor is allowed to delegate the duties within the service contract – partly or at all – to subcontractors.
- The service contract in accordance to §7 (1) will be concluded for a service period (12 months, beginning with the date of payment of the first service fee). It can be terminated by both sides only in written notice by a regular term of 3 months, heading forward to the end of a service period. If there is no termination in time, the service agreement will be continued for further 12 months automatically.

§ 8 Warranty

- The licensor guarantees, that by normal use the software ambiente® operates substantially in accordance to the documentation details of the user manual, respectively of the recent product information with such computer hardware, that matches to the system requirements announced by the licensor. The licensor guarantees furthermore that the supplied UP is free of material and manufactured defects.
- The warranty lasts for 6 months, starting with delivery of the UP. In case of a provable fault in accordance to §8 (1), that essentially restrict the function of the UP, the licensor will remedy these things at his own discretion by subsequent treatment in kind of a correction update or by a replacement supply. If a subsequent treatment or replacement fails, the licensee has the right for conversion or depreciation.
- There is no claim for guarantee, in case of inappropriate handling, use, storage or any kind of modification.
- In case of deficiencies apart from the warranty or in case of a loss of the UP or single parts according to §1 (2) the licensee can order a substitution delivery at the licensor. In any case the licensee reserves to himself to charge a sumptuary fee (material, handling and delivery costs). But the dongle can be substituted by a sumptuary fee with exchanging only. In case of a loss the full license fee will become due to acquire a new dongle. An adequate risk insurance belongs to the responsibility of the licensee.

§ 9 Investigation and reprimand duty

- The licensee will investigate the supplied UP within 10 workdays following to the receipt of the key code for unlocking the fully operating program version of the software ambiente® / of the dongle, especially regarding to the completeness of the UP as well as to the general function of the software program. Deficiencies, that hereby may be recognised, have announced to the licensor by a written notice within further 10 workdays. The reprimand notice shell contain a detailed description.
- Deficiencies, that are not recognisable in connection within the investigation term, have to be announced within 10 workdays after detection in compliance to the reprimand conditions in accordance to §9 (1).
- In case of offence against the investigation and reprimand duty the UP applies to be accepted by the licensee even under consideration of possible particular deficiencies.

§ 10 Liability

- The licensor is liable for harms arising from legal deficiencies and the lack of promised features in case of intent and gross negligence, also for his legal representatives and employees. The liability for incapacity, for indebtedness of remaining fulfilment assistants as well as for a minor negligence offence against a cardinal duty of the contract is limited to the fivefold of the charged license fee. The liability is limited to such harms that are typically to be expected in cases of software licensing. The onus of proof for possible harms is on the side of the licensee.
- The liability for data loss is limited to the typical expenditure that would be necessary in case of production of safety/recovery copies by the licensee regularly in adequate risk accordance.
- The licensor is not liable for any results or for their qualification to a particular purpose arising from the use of the UP at the licensee, for occasional or particular damage, loss of profits or savings.

§ 11 Property reservation and termination

- The licensor reserves the property of the supplied UP to himself until the fully payment of all charge claims arising from this contract that are due at the time of supply of the UP or later. Furthermore the licensor reserves to himself the right to cancel the right to use the software ambiente® (license) by a written notice in case of an offence against this agreement by the licensee.
- In case of indebted default of payment of the licensee as well as in case of offence against this agreement, the enforcement of the property reservation or the contract cancellation by the licensor is not equal to a withdrawal from the contract, unless the licensor explicitly declares this by a written notice.
- In case of enforcement of the property reservation by the licensor or cancellation the licensee's right for further use of the UP expires. The UP, including all duplicates and safety/recovery copies of the software ambiente® have to be returned to the licensor.

§ 12 Set of written documentation

All agreements that contain a modification, supplementation or specification of the conditions of this contract as well as further promises and arrangements have to be recorded in written matter. If they will be made indirect by representatives or fulfilment assistants of the licensor, they will become valid, only if the licensor gives his written permission.

§ 13 Applicable law and court of jurisdiction

- Regarding to all jurisdictional relations arising from this contract the contract parties agree the utilisation of the laws of the Federal Republic of Germany under exception of the UN trade law.
- So far as the licensee is a businessman in sense of the Commercial Code, a legal entity of public law or property, for all eventually disputes that stand in connection to the execution of this contract, the court of jurisdiction will be the place of the principal office of the licensor (Rostock, Germany).