

between **ANOVA GmbH**
Joachim-Jungius-Str. 10, D-18059 Rostock
- mentioned below as **ANOVA** -

and **Licensee / User in accordance to the order form (natural or legal entity)**
- mentioned below as **CUSTOMER** -

The rules of this agreement are binding for:

(A) The rights and duties of ANOVA and the customer relating to **acquisition of a license for the software for interior desing ambiente®** in accordance to the order form and

(B) The terms and conditions pertaining to the use of **ambiente® ServicePLUS** including the virtual showroom **ambiente® online** in accordance to the order form.

(A) Acquisition of ambiente® licenses

§ 1 Subject matter

1. The CUSTOMER acquires a **package of the branch software for interior design ambiente®** (mentiones below as **ambiente®**) in accordance to the order form.
2. The **ambiente®** package consists of one data storage medium (DVD) with the software **ambiente®**, a hardware key (dongle) and further recent product information.
3. **ambiente®** physically passes into the property of the customer. Furthermore, by payment of a license fee (nonrecurring fee) in accordance to the recent price list the CUSTOMER earns the right – unlimited in time or place – for the use of **ambiente®** (user license). In accordance to §1 (1) there is no transfer of property rights regarding to the software itself.
4. **ambiente®** software consists of a STARTpackage, that can be combined with the add-on modules 3D Window Decoration, 3D Floor, 3D Wall, Curtain Cutting and possibly further modules – single or in combination – to different branch packages. This contract applies equally to any variation of **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.
5. As system requirements only apply the notifications that have been made by ANOVA at the recent product information or at the packaging of the supplied data carrier.

§ 2 Contract conclusion and advance payment obligation of the CUSTOMER

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

§ 3 Duplication rights

1. The CUSTOMER is allowed to copy **ambiente®** so far as the respective duplication is necessary for the use. Necessary duplications are only the installation of **ambiente®** from the delivered data carrier to the mass storage of the computer hardware as well as the uploading into the main mermory.

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2. Furthermore, the CUSTOMER is allowed to copy the supplied software for safety and recovery purposes. But in general, only one safety/recovery copy is allowed to be made or to be kept. This copy has to be marked as such kind of **ambiente**®.
 3. If a frequent data safety storage, including the entire data base and all software programs after a total loss, is required (because of the the indication of high safety demands or for a fast recovery of the computer system), the CUSTOMER is allowed to make safety/recovery copies (backups) in a number that is essential. The concerned data carriers have to be marked correspondingly. Backups are allowed to be used for archive and recovery purposes only.
 4. Further duplications as well as the output of the program code at a printer are strictly prohibited.

§ 4 Multiple use and network applications

1. The CUSTOMER is allowed to use **ambiente**® at any computer at his disposal. If the CUSTOMER changes the computer hardware, he has to connect the dongle to the other computer for working with **ambiente**®.
2. The simultaneous work with **ambiente**® at more than one computer per license at the same time is not possible and prohibited. If the CUSTOMER intends to use **ambiente**® at more than one computer at the same time. In accordance to the conditions of the recent price list he is obliged to purchase the required numbers of licenses.
3. The use **ambiente**® within a computer network or at any other multiple station computer system is permitted so far as the CUSTOMER has purchased a network package (special program version) in accordance to the conditions of the recent price list (prices for network licenses) and in an adequate number of working places that are connected to the network.

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

1. **ambiente**® including all contents (such as pictures, graphics, animations, video, audio, text and sample applications as well as all documentation, such as user manual and product information) is copyrighted and owned by ANOVA. It is strictly prohibited to remove or to modify any copyright marks, serial numbers and other insignis that are used for the program identification.
2. Pictures, graphics, texts, professional content or other results, that will be achieved by **ambiente**® and its functionality can be used by the CUSTOMER in sence oft the desired purpose that is described by the user instruction, manual or other product information. The quotation of source ("*Source: ambiente*® - *the software for interior design*") shall be a must for the CUSTOMER.
3. A reverse translation of the program code into other code types (decompiling) as well as other kinds of reverse development of **ambiente**® (reverse engineering), including program modifications, the utilisation of tools for modification of the software at their real-time running or removing of safety routines (e.g. copy protection) are strictly prohibited.
4. The CUSTOMER is obliged to defend the access of third parties to **ambiente**® by appropriate precaution. The delivered program package as well as safety/recovery copies and all documentation have to be kept at a safe place apart from the access of unauthorized third parties. The involved staff of the CUSTOMER has to be pointed to the fulfilment of the conditions of this contract and informed about the copy-right terms.

§ 6 Transfer of user rights

1. The CUSTOMER is allowed to leave **ambiente**® in accordance to §1 (2) to the disposal and use of a third party – for a limited or unlimited period – so far as the third party declares his agreement to this contract in a written matter to ANOVA. In case of leaving **ambiente**® to someone disposal, the CUSTOMER has to hand over **ambiente**® including all existing program duplicates and safety/recovery copies to the new licensee. By this transfer the user right of the CUSTOMER expires. The CUSTOMER is not allowed to resell or to trade with **ambiente**® for any commercial matters, unless anything else has been explicitly contracted with ANOVA.
2. The CUSTOMER is obliged to declare the transfer of his user rights to a third party to ANOVA by a written notice (declaration of user rights transfer) that shall contain the name, complete address and contact data of the third party.

§ 7 Maintenance

1. ANOVA guarantees the functionality of ambiente® in accordance to the documentation details of the manual, respectively of the recent product information. ANOVA guarantees furthermore that ambiente® matches to the system requirements of the CUSTOMER respectively to the product information and is free of material and manufacturing defects.
2. The warranty lasts for 12 months. In case of defects in accordance to §7 (1) that essentially restrict the functionality of ambiente®, ANOVA will remedy these defects at one's own expense. This will be operated by a correction update or by a replacement. If a subsequent treatment or replacement fails, the CUSTOMER has the right for conversion or abatement.
3. There is no warranty in case of abnormal handling, use, storage or any kind of modification of ambiente®.
4. In case of deficiencies apart from the warranty or in case of a loss of ambiente® or single parts according to §1 (2) the CUSTOMER can order a compensation delivery at ANOVA. In any case the CUSTOMER reserves to himself to charge a sumptuary fee (material, handling and delivery costs). The dongle can be substituted by a sumptuary fee with exchanging only. In case of a loss the total license fee will become due to acquire a new dongle. An adequate risk insurance belongs to the responsibility of the CUSTOMER.

§ 8 Examination and Notice of Non-Conformity

1. The CUSTOMER will examine ambiente® within 10 workdays following to the receipt of the key code, especially regarding to the completeness as well as the general functionality of the software program. Deficiencies have announced to ANOVA by a written notice within further 10 workdays. The notice has to contain a detailed description.
2. Deficiencies, that are not recognisable in connection with the examination term, have to be announced within 10 workdays after detection in compliance with the non-conformity rules to §8 (1). In case of offense against the examination and notice of non-conformity duty ambiente® applies to be accepted by the CUSTOMER even under consideration of these deficiencies.

§ 9 Liability

1. ANOVA shall be liable for damages arising from legal deficiencies and the lack of promised features in case of intent and gross negligence, also for its legal representatives and employees. The liability for incapacity, for indebtedness of remaining functionality 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 damages that are typically to be expected in case of software licensing. The burden of proof for possible damages is on the side of the CUSTOMER.
2. The liability for data loss is limited to the typical effort that would be necessary in case of production of safety/recovery copies by the CUSTOMER regularly in adequate risk accordance.
3. ANOVA shall not be liable for indirected loss/damage or atypical loss/damage, irrespective of the nature or content of same. Same shall also apply in respect of compensation for profits, loss of use or for intangibles.

§ 10 Reservation of proprietary rights and termination of this agreement

1. ANOVA reserves the proprietary rights of the supplied ambiente® until the fully payment of all charge claims arising from part (A) of this contract that are due at the time of supply of ambiente® or later. Furthermore, ANOVA reserves the right to cancel the right of the CUSTOMER to use the software ambiente® (license) by a written notice in case to be in breach of this contract by the CUSTOMER.
2. In case of indebted default of payment of the CUSTOMER as well as in case of to be in breach of this contract, the enforcement of the reservation of property or the contract cancellation by ANOVA is not equal to a withdrawal from the contract, unless ANOVA explicitly declares this by a written notice.
3. In case of enforcement of the reservation of property by ANOVA or termination the CUSTOMER's right for further use of ambiente® expires. ambiente® including all duplicates and safety/recovery copies have to be returned to ANOVA.

(B) Terms of use for ambiente® ServicePLUS and the showroom ambiente® online**§ 1 Subject matter**

1. Within the service contract **ambiente® ServicePLUS** ANOVA offers extensive services for the CUSTOMER:
 - a) hotline via stationary telephone networks and remote maintenance via internet at common office hours (Mo to Fr 08:00am to 05:00pm GMT) as well as written advice (by e-mail or fax, 24 hours response time);
 - b) providing of updates in case of possibly necessary corrections of professional content or in case of adoption of the software **ambiente®** within the existing framework of functionality and modular extent;
 - c) providing of upgrades (new program versions of **ambiente®**) in accordance to availability;
 - e) providing of digital article collections of manufacturers and wholesalers via internet (only if shared by the several rightholder);
 - f) support of marketing activities of the CUSTOMER (e.g. download of designed pictures, preparing room settings with favoured article data, files with designed posters and social media activities via facebook and instagram);
 - g) information about further developments, software training, trade fairs and current product information.
2. In addition ANOVA provides the virtual showroom any and all third parties (hereafter referred to as USER) a facility for mapping room setting **ambiente® online**, whereby the CUSTOMER has the option of doing so using a website operated by ANOVA or his own homepage.

ambiente® online makes it possible to process pre-configured room settings or digital images uploaded by the CUSTOMER itself in such a way that the USER can decorate them to accommodate its own specific needs with the original articles of all available manufactureres, applying the principle of **ambiente®** image design. **ambiente® online** offers a combination of 3D window design of **ambiente®** with 2D mapping for floor, wall and interior. By accessing manufacturer collection approved for use, pre-configured room setting of the USER's own images can be arranged to individually-customized specification, printed, dispatched and stored for use as sample-settings.
3. ANOVA shall be obliged to authorize subcontractor the complete or particulate service for **ambiente® ServicePLUS** and **ambiente® online**.

§ 2 Registration / Data protection

1. Use of **ambiente® ServicePLUS** and the full version of **ambiente® online** shall require registration. The CUSTOMER shall apply to register by filling in the forms available at www.deco21.de. All contracted rules are based on the data privacy of ANOVA.
2. The CUSTOMER is aware of and approves the fact that its personal data that is required for the purpose of processing of contract and order as well as for achieving purposes will be stored on data-storage devices. It furnishes its express approval of the collection, processing and use of its personal data. Processing of data shall be conducted in a manner compliant with prevailing data-protection legislation. All data shall be treated as strictly confidential. The CUSTOMER shall be entitled to revoke this approval at any and all times with effect for the future. ANOVA shall undertake, in such event, to delete the personal data immediately, unless that is an order procedure has not yet been processed to its conclusion.
3. The CUSTOMER declares its approval of all pageviews of **ambiente® ServicePLUS** and **ambiente® online** being recorded and stored. The pageview data shall be used exclusively for internal purposes at the portal provider so far as this shall be held to be required and/or useful as the case may be.
4. The CUSTOMER shall receive login data to enable him to use **ambiente® ServicePLUS** and **ambiente® online**. He shall undertake to observe secrecy in respect of its password or to change same immediately where risk prevails that it may become available to third parties.

§ 3 Conclusion of contract, scope of delivery

1. The USER shall commission ANOVA to provide accessibility in full to **ambiente® ServicePLUS** and **ambiente® online**. The contract shall be deemed to have become effective when the order placed by the CUSTOMER shall have been confirmed by e-mail by ANOVA.
2. Where the website shall be found to contain clerical and computational error(s) and/or mistakes, ANOVA shall not be under any obligation to issue confirmation of order and carry out same.
3. Scope of delivery shall include setting up the CUSTOMER as a registered USER of **ambiente® ServicePLUS** and of **ambiente® online** at <http://mapping.ambiente-showroom.de/> and/or under the domain of the CUSTOMER. This procedure shall likewise incorporate integration of all those supplier catalogues selected and, if applicable, inclusion of the company logo.

4. Support on the part of the CUSTOMER in relation to problems involving hardware and operating systems shall not be deemed a constituent part of the contract.

§ 4 Terms of delivery and payment, prices

1. The delivery exclusively will be digital for the fee named under www.deco21.de at the date of order. All named prices are exclusive VAT.
2. The fee for **ambiente® ServicePLUS** including **ambiente® online** shall be due and owing yearly in each case and in advance.
3. ANOVA is obliged to change the fee (§315 III BGB) by informing the CUSTOMER within 6 weeks before the end of one year period for the next period.
4. Acceptance of contract may be rejected by ANOVA within 14 days after receipt of order. The CUSTOMER shall likewise be entitled to withdraw from contract within a period of 14 days as of date of signature, however, not as of activation of **ambiente® ServicePLUS** and **ambiente® online**.
5. The contract shall be deemed concluded initially for a period of 12 months. Thereafter, notice of termination of contract may be served observing a period of notice of 3 months. In so far as notice of termination shall not have been forthcoming, the contract shall be deemed automatically extended.
6. Where the CUSTOMER shall be found to be in default of payment, ANOVA shall be entitled, having advised and extended the deadline for same, to terminate the contract without notice.

§ 5 Availability

1. ANOVA shall endeavour to operate **ambiente® ServicePLUS** and **ambiente® online** around the clock. It cannot, however, be guaranteed that access or use will be possible at an uninterrupted or defect free basis.
2. ANOVA shall, in particular, reserve the right to deactivate **ambiente® ServicePLUS** and **ambiente® online** on a short term basis to enable maintenance work and suchlike to be conducted. Interruptions of this nature shall have no effect on amounts payable by the CUSTOMER.

§ 6 Warranty and liability

1. **ambiente® ServicePLUS** and **ambiente® online** shall be made available on the Internet. ANOVA will have no influence on any and all such risks and hazards as may be encountered through use of the Internet. Any and all such risks, hazards and costs as may emanate from use of the Internet shall be met by the CUSTOMER.
2. ANOVA shall assume warranty and liability for material defects as provided for under statutory regulations prevailing in so far as nothing to the contrary shall have been established hereafter. The images supplied shall only be deemed defective where they shall not be consistent with the technical standard of digital image-processing. Differences in respect of quality of colour between the images and the original image files cannot be avoided technically; consequently, they shall not constitute defects. Equally so, defect shall not be held to prevail for a loss in quality caused by inadequate quality (e.g. resolution) of the original image files.
3. ANOVA shall be liable without restriction for any and all such loss/damage as shall have been caused by defects of title and the absence of guaranteed features. Liability for initial inability to perform, delay and impossibility shall be limited to the yearly fee within this contract as well as for any and all such loss/damage which may typically be expected to occur within the framework of the delivery of data.
4. For the rest, ANOVA shall be liable without restriction for wilful intent and gross negligence, also such as shall be attributable to its representatives under law and executive employees. ANOVA shall only be liable for culpable action on the part of other vicarious agents in measure commensurate with the scope of liability for initial inability to perform as set forth under the foregoing paragraph.
5. ANOVA shall not be liable for indirected loss/damage or atypical loss/damage, irrespective of the nature or content of same. Same shall also apply in respect of compensation for profits, loss of use or for intangibles.
6. In respect of cases of minor negligence, ANOVA shall be liable only where such obligation shall be found to have been breached fulfilment of which may be held to be of special significance (cardinal obligation) from the point of view of achievement of the purpose of the contract. In the event of a breach of a cardinal obligation, limitation or liability shall hold accordingly for initial inability to perform as provided for under Paragraph 3 of the liability provisions set forth herein.
7. The foregoing provision shall likewise apply in favour of the employees of ANOVA.

§ 7 Rights

1. The CUSTOMER alone shall be responsible for the contents of image files transmitted. Placement of order with ANOVA shall incorporate assurance on the part of the CUSTOMER that proper and correct completion of order shall in no way constitute contravention of the copyright, trademark rights or any other rights of third parties. Any and all such consequences as shall derive from the contravention of such rights shall be born alone by the CUSTOMER. Placement of order on the part of the CUSTOMER shall incorporate its assurance that the contents of the image files transmitted shall, in no way, feature punishable, illicit or immoral, and, more specifically, pornographic, racist-baiting or extremist contents. Should ANOVA become aware of any occurrence of contravention of said assurance, ANOVA shall, without delay and any prior warning, remove said files and call in the competent law-enforcement authorities.
2. The CUSTOMER shall retain all rights attaching to all such documentation as shall have been transmitted to ANOVA by the CUSTOMER. To enable **ambiente® ServicePLUS** and **ambiente® online** to be implemented, the CUSTOMER shall authorise ANOVA, for an unlimited period, to avail itself of the image data made available for the purpose of performing services under the present contract. This shall also include the storage, duplication and processing of the image data. It shall also incorporate entitlement to make individual images available to third parties for the purposes of rectifying defect.
3. It shall be deemed prohibited to engage at any and all forms of duplication, processing, distribution or publication of **ambiente® ServicePLUS** and **ambiente® online** or parts thereof, unless such duplication shall constitute a requirement for implementing the intended use.
4. Where the CUSTOMER shall be found to be in breach of the present instructions for use, ANOVA shall be at liberty to terminate the contractual relationship without notice and to block access, either temporarily or entirely.

Data usage and data protection under this contract

ANOVA strictly adheres to the legal provisions of the EU General Data Protection Regulation in the collection, processing and use of personal data. We collect, process and use personal data only insofar as they are necessary for the establishment, actual form and change of legal relationship (inventory data.) After performance in full of the contract, the data are first stored under consideration of tax and commercial retention periods and then deleted after the deadline, provided that the CUSTOMER has not consented to further processing and use. At any time, the CUSTOMER has the right to be informed of its stored data, their origin and receiver and the purpose of data processing as well as the right to correction, deletion and blocking. For this purpose and for further questions on the subject of personal data, he can always contact us at the following address.

Information according to the EU General Data Protection Regulation (GDPR) for those affected**Responsible terms of Art. 4 No. 7 GDPR is**

ANOVA GmbH, Joachim-Jungius-Straße 10, D-18059 Rostock
Tel: +49 381 2026 02 20, Fax: +49 381 2026 02 21, info@anova.de

Final clause

Should individual provisions of this contract be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The parties hereby agree that in this case the invalid provision shall be replaced by an effective provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the contract. In the event of a dispute arising out of this contract, the parties shall, before carrying out any legal proceedings (lawsuit), conduct conciliation in accordance with the arbitration rules of the *Hamburger Schlichtungsstelle für IT-Streitigkeiten* in the version in force at the time of the initiation of conciliation. The arbitration procedure shall serve to settle the dispute in whole or in part, provisionally or finally. If an agreement is not reached before the conciliation office, the appeal to the ordinary courts has been opened.

The assignment of claims that are not monetary claims is only permitted with the prior written consent of the other party. The consent may not be unfairly refused. A right of retention can only be asserted for counterclaims from the respective contractual relationship. The contracting parties can only set off against claims that have been legally established or are undisputed.

There are no subsidiary agreements to this contract. General terms and conditions of the parties, moreover, do not apply to this contract. This also applies if such conditions are not expressly contradicted. Changes and additions to this contract must be in writing. This formal requirement can be waived only by written agreement.

The law of the Federal Republic of Germany applies. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Rostock. ANOVA is also entitled to sue at the general place of jurisdiction of the CUSTOMER.