

CRUSE TERMS + CONDITIONS for SOFTWARE

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§ 1 Validity of the terms of contract

These General Terms and Conditions of CRUSE GmbH apply to all purchase contracts for the purchase of software between CRUSE (hereinafter referred to as CRUSE) and entrepreneurs (hereinafter referred to as "Customers").

(2) These conditions are exclusive and are supplemented by the terms and conditions above. Deviating, conflicting or supplementary terms and conditions of the customer are not part of the contract, unless the CRUSE expressly agrees to their validity in writing..

(3) For other types of services (eg, hotline and maintenance services, installation and installation of the software, training or custom programming services, especially setting up the software after hardware replacement, night training, third party system handling, CRUSE product interface setup, installation, any kind of installation, troubleshooting after the installation of software that is incompatible with the CRUSE software, as well as after incorrect installation, troubleshooting, by the use of non-current and / or not released to the customer CRUSE software) are separate contracts that are subject to their own terms and conditions. For such contracts, these terms and conditions do not apply.

§ 2 Definitions

In this contract means:

- (1) "CRUSE" the software offered by the CRUSE.
- (2) "add-on" means a CRUSE standard extension (add-on) or standard interface (from CRUSE to other programs) that extends the functionality of CRUSE.
- (3) "Software" CRUSE together with the additional modules in the acquired scope.
- (4) "User" or "Single User License" means the license to install the software on a computer.
- (5) "Volume License" means the number of single user licenses purchased by the Customer.

§ 3 Object of the contract, scope of services

(1) The subject matter of these Terms of Contract shall be the delivery of the CRUSE Software and any additional modules purchased and the granting of rights of use thereunder.

(2) The functional scope results from the product information sheets.

(3) CRUSE makes the software available digitally.

§ 4 Conclusion of contract

(1) CRUSE presents its software range on its website and in product descriptions. This information is subject to change without obligation and does not constitute offers in the legal sense. Promotions of the CRUSE are valid for the designated period.

(2) If the customer wishes to purchase CRUSE or additional modules, he can offer CRUSE a contract (order). If the customer wishes further information in advance, he can arrange a consultation with a sales representative beforehand. The customer is bound to his offer for 14 days.

(3) The contract is only concluded by the written order confirmation of the CRUSE

§ 5 Rights to the software

(1) CRUSE and the add-on modules as well as the manual are subject to copyright protection. The product name "CRUSE" is also subject to trademark protection. The exclusive rights to this are the responsibility of the CRUSE GmbH.

(2) Copyright notices on the supplied data carriers or made reproductions may not be deleted, changed or suppressed. No longer needed copies are to be deleted or destroyed.

§ 6 Rights of use

(1) The customer may process data for his own purposes with CRUSE and any additional modules purchased in the agreed scope. CRUSE grants the customer the power to use CRUSE and the plug-ins as a simple right of use, including the right to correct errors. For

the duration of the right of use § 8 applies.

(2) The customer must set up the software technically in accordance with the agreed licenses and comply with the specifications in practice. This applies in particular with regard to the limitation agreed between CRUSE and the customer on the number of jobs or persons (single user license, package license, volume license).

(3) In particular, the customer may make reproductions of CRUSE and any additional modules purchased on his computer, insofar as this is necessary for the intended use of the computer program, including the correction of errors.

(4) The customer is also authorized to make backup copies of CRUSE and the add-on modules required for future use. The customer must keep the backup copies safe and, as far as technically possible, provide the copyright notice of the original data carrier.

(5) The user manual and other documents provided by CRUSE may only be reproduced for internal purposes.

(6) All other acts of exploitation that are not permitted by law, in particular the copying, leasing, rental, alteration, communication to the public, dissemination in tangible or intangible form and the sublicensing of the material referred to in paragraphs 1-5 Third parties (with the exception of the sale regulated in § 7) require the prior consent of CRUSE.

(7) Published software should be Free Software. We use the GNU General Public License (GPL) version 3 or any newer version, but occasionally other free software licenses. For GNU software, we only use licenses that are compatible with the GNU GPL.

§ 7 Disclosure to other parties

(1) Customer may not resell CRUSE Software to any third party without CRUSE's permission

(2) The customer is not permitted to split a package license acquired by him and to resell the right to use the software only for a user number determined by him.

§ 8 Duration of this usage right

(1) The right of use is granted to the customer for an unlimited period of time.

(2) If the contract ends, for example, on the basis of a validly declared withdrawal or an effective termination of the contract, the rights of use granted to the customer by CRUSE shall automatically be returned to the CRUSE.

(3) In this case, the customer is not entitled to continue to use the software or to transfer the rights of use to the latter as part of a resale.

(4) A refund of the purchase price will only be made in consultation with CRUSE, otherwise the customer is not entitled to a refund of the purchase price. Any type of agreement in this regard must be in writing in order to be effective.

§ 9 Obligations of the customer

(1) The customer undertakes to have the software supplied by CRUSE inspected by a competent employee immediately after delivery in accordance with the provisions of commercial law (§ 377 HGB) and to make known defects in writing with a detailed description of the error. In doing so, the customer will thoroughly test CRUSE and any add-on module it has acquired for its suitability in the specific situation before it starts to use it productively. This also applies to programs that the customer receives under warranty.

(2) The customer undertakes to ensure that the working environment of the software complies with the system requirements specified in the program description.

(3) The customer undertakes to take reasonable precautions in the event that the program does not function properly, in whole or in part. The customer is cautioned that before installing the software a full backup and during the use of the software a daily backup and at least once a week a full backup should be performed. As part of the data backup, it should be checked whether this was completed and whether a complete read-back is possible.

§ 10 Performance, delay

(1) CRUSE delivers subject to correct and timely delivery.

(2) Reminders and deadlines must be in writing in order to be valid.

§ 11 Payment

(1) The prices quoted by CRUSE are exclusive of shipping and VAT.

(2) Invoicing takes place with delivery and is carried out annually at the beginning of the year. Invoices issued by CRUSE to the customer are due immediately upon delivery of the software and receipt of the invoice.

(3) The customer can only set off claims that are undisputed or legally established by CRUSE, unless the CRUSE has expressly agreed to offsetting claims that have been disputed or have not been legally established. The same applies to the assertion of the right of retention and the right of reduction.

§ 12 Warranty

(1) CRUSE can in the case of material defects at its discretion remove the defect (rectification) or deliver software that does not have the defect (subsequent delivery) and, in the case of legal defects, provide the customer with a legally faultless possibility of use according to their choice of contract software or equivalent software. If the supplementary performance fails, the customer has the right to reduce or - at his option - to withdraw from the contract. The legal cases of dispensability of the deadline remain unaffected.

(2) CRUSE can correct errors with the next program version or, if at the time of the error message the quality assurance for the next program version is already completed, with the second program version if and to the extent that this is reasonable for the customer and if it is not an error which prevents business operations at the customer.

(3) It does not represent a defect when

- the functions of the software do not meet the requirements of the customer;
- the functions of the software are limited due to defects in the customer's hardware;
- the functions of the software are restricted due to environmental conditions deviating from the system requirements;
- the software is not compatible with external programs; unless,

1. the respective condition has been agreed between the CRUSE and the customer or

2. the software is not suitable for the use required by the contract because of the defect or

3. the software is not suitable for ordinary use because of the defect and does not have a quality due to the defect common to programs of the same kind and which the buyer can expect according to the nature of the item.

(4) Costs resulting from the elimination of such defect in accordance with paragraph 3 shall be borne by the customer if he has recognized or negligently failed to recognize that the defect lies within his own area of responsibility and consequently there is no defect.

(5) Claims shall expire according to § 14.

§ 13 Liability

(1) CRUSE shall not be liable for slightly negligent breaches of duty, insofar as these do not concern essential contractual obligations or damages arising from injury to life, limb or health. In the case of a slightly negligent breach of an essential contractual obligation, the liability is limited to the contractually typical, foreseeable damage.

(2) This shall also apply to the benefit of the legal representative, the executives or vicarious agents of CRUSE.

(3) Essential obligations of the CRUSE within the meaning of paragraph 1 are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the customer regularly trusts and can rely.

§ 14 Statute of limitations

(1) The period of limitation for claims based on material defects is one year; for the claims from defects of title the statutory limitation period of two years applies.

(2) Otherwise, the statutory limitation periods apply.

§ 15 Secrecy

(1) The contracting parties undertake to ensure that all objects (eg software, documents,

information) which they receive or become aware of before or during the performance of the contract by the respective other contracting party, which are legally protected or contain business or trade secrets or are designated as confidential, to treat as confidential beyond the end of the contract, unless they are publicly known without violating the obligation of secrecy. The contract partners store and secure these objects in such a way that access by third parties is excluded.

(2) The Contracting Parties undertake to make accessible or known objects accessible only to employees and other third parties who have access to the performance of their duties

§ 16 Completeness, applicable law, jurisdiction

(1) At the time of the conclusion of the contract, no further verbal or written agreements or understandings exist between CRUSE and the customer concerning this contract or any subject matter of the contract.

(2) The law of the Federal Republic of Germany applies excluding the UN sales law.

(3) Exclusive place of jurisdiction for all disputes arising from and in connection with this contract is for contracts between the CRUSE and customers who are merchants, legal entities of public law or special funds under public law, Bonn.

(4) Should individual provisions of these terms and conditions be ineffective, this shall not affect the validity of the remaining provisions.