combit Software License Agreement

Please read carefully before installing.
Issued October 10, 2023

It is in your best interest to produce backup copies regularly in order to avoid extensive damage due to the loss of data! Please also include the original software in the initial backup and keep this backup in a safe place together with the product license information.

1. **Contractual basis**
   1. **Preamble**
      1. The following provisions apply to all software products of combit Software GmbH (referred to as combit in the following). An up-to-date version of these license terms can be accessed at https://www.combit.com/legal-notice/. In the absence of any deviating written agreements with combit, you consent to the content of these license terms by agreeing during the installation and/or by agreeing during the registration respectively. Every use of the combit software, which exceeds these regulations, requires the prior written consent of combit.
      2. The combit software, including all further accompanying materials or documents, which will be placed at your disposal by combit regardless of the form (solid or immaterial), are protected by copyright. Unless otherwise expressly indicated, combit is exclusively entitled to all rights, particularly the copyright, trademark law and further ancillary copyrights.
      3. combit software is not sold but licensed. By accepting these license terms combit grants you an unlimited, not exclusive license for the use of combit software in accordance with the provisions of this license agreement.
      4. If you disagree with any provision of this agreement, you may neither continue with the installation nor run the combit software, pass it on or use it in any other way.
   2. **Definition of terms**
      1. **„combit software"** comprises all data processing programs and data, which are provided by combit. This also includes digitalized pictures, inventory photographs, clipart, audio and other artistic works, associated accompanying information (documentation) – also electronic versions, as well as character styles (fonts). The term "combit software" further comprises all upgrades, patches, modified versions, updates and/or extensions of the combit software.
      2. The term **„use"** generally means the access, installation, download, copying, duplication, usage, playing and any other usage of the functions of the combit software.
      3. **„Personal, user dependent software license"** means that a number of licenses must be purchased, which corresponds to the number of users/developers.

4. „**Upgrade**" describes a new product version of a combit software. This new product version may contain new functions and/or error corrections.
5. „**Upgrade**" also describes an extension of the software license. This could e.g. be an upgrade from one to several users or from the Standard to the Enterprise Edition.
6. The term „**computer network**" refers to an open or closed, permanent server/client network consisting of at least one central computer (server) and several computers (clients), which are capable of communicating and exchanging data among each other. The term "computer network" also describes a permanent connection of computers to a closed network without a central computer, which saves and administers network data/applications (peer-to-peer network, cloud computing).
7. „**Developer**" is every person who participates in the production process of a software product or in the implementation of a software project and who has the possibility to work with the combit software and/or profits from its functionalities in the production process or the implementation.
8. A „**product**" is every asset, which is developed by you in a value-added process, particularly software, which is programmed by you.
9. The term „**project**" describes a plan to reach a specific goal and which is characterized by the fact that it is primarily a one-time project. This applies in particular to software projects at your or your customer's business.
10. „**Encapsulation**" means to hide data or information in order to prevent external access, which is done by incorporating one or several runtime libraries in a customer's new file.
11. A "**server application**" is an application or a service, which is capable of being launched or used on one computer by another computer. A server application refers in particular to web server and in-house intranet server.
12. "**Activation**" is the technical process to enable the use of the combit software on or together with a specific computer. Activation is performed by storing the license identification on this computer. Activation does not define a right to use the product on or together with a computer, but is the prerequisite for exercising a license according to this license agreement.

2. Content of the services

1. General terms of use

1. combit grants you a personal, non-exclusive right of use of combit software including its documentation. The software license granted to the customer is user-dependent and personal. If combit software is purchased by a legal entity, a person must be designated within the organization to have the sole right to use the software. The granting of sub-licenses is not permissible.
2. You may install and use copies of combit software up to the agreed and permissible number on one computer and the permissible number of computers respectively. If you switch to a different computer, you

are obligated to delete combit software completely from the previous computer if the permissible number of users is otherwise exceeded.

3. If a rotational backup of the complete data including combit software is required for data security reasons or in order to assure a quick reactivation of the computer after a total breakdown you are allowed to make as many backup copies as absolutely necessary. The respective data carriers are to be marked adequately and may only be used for archival purposes.

4. The generation of further copies of combit software is not permitted.

5. You are obligated to prevent unauthorized third parties from accessing original data carriers, back up and further copies, license information as well as the documentation of the combit software. The duty to comply with the license terms as well as the copyright of combit software is to be expressly pointed out to employees.

6. combit may use technical measures to verify the use of the combit software according to the terms of this license agreement. Some products therefore require activation. In this case, the combit software may not be used if it has not been properly activated. This process requires an internet connection or the entry of a valid, non-transferable and hardware-bound activation key, which will be provided to the licensee by combit upon request. combit reserves the right to periodically request a new activation of the license. The information collected during the activation process (e.g. hardware identification of the computer) will only be used to validate the license and to prevent piracy. For more information, please see our Privacy Notes.

2. **Multiple use and use within a network**

1. It is not permitted to simultaneously store, retain and use more copies of combit software as licensed. If you – or several people – want to use combit software on multiple computers, you have to purchase the respective number of licenses of combit software.

2. You may install a copy of combit software on a computer, which is connected to a computer network in order to download and install the permitted number of combit software on other computers in the computer network. The number of developers/users, who have access to or use combit software, may not exceed the permitted number; in the absence of any deviating entries in the product description, it is irrelevant for this number if the software is being used at the same time or at different times. Other terms shall only apply if a simultaneous access license is granted for certain products (e.g. combit CRM). In this case, there is no limit as to the number of installed copies of the software; however, simultaneous use is only permitted in accordance with the number of purchased licenses.

3. Every other use of combit software within a computer network is not permitted. This includes direct use via commands, data or instructions from or to another computer, which is not part of the computer network, the use for Internet or application service provider or web hosting services or the use of the software by unauthorized developers/users. If combit software is used within a computer network, you are obligated to prevent unauthorized use and use, which

exceeds the number of licenses of combit software by implementing adequate access regulations.

4. If combit grants a notebook license, it is a single user license in terms of content, which is sold at a reduced rate due to an existing basic license. The notebook license is only valid in combination with a basic license and does not increase the number of personalized users.

5. If the combit software contains software of third parties (e.g. Microsoft SQL Server Express), a use of this third-party software is only permitted if a license agreement is concluded with the third-party developer.

6. The contractually designated right of use of combit software is granted upon full payment of the license/purchase price by the customer. Until complete payment, combit reserves the right to transfer ownership. In order to protect the license, there are safeguards integrated in the combit software, which to some extent will transmit violations of the permitted number of users within the network.

7. In case the contract is reversed the customer is obligated to delete the original combit software and all copies including any modified copies as well as all provided written material. In this case, you are obliged to provide combit with a written notification confirming the deletion.

8. Even if various combit software products support third-party software for signature processes, combit explicitly indicates that it is neither a provider of signature software nor a certified provider of digital signatures.

9. combit reserves the right to make product modifications, which do not affect the software's general operability.

3. **Source code, decompiling and program modifications**

   1. The client will receive the combit software in the form of object code. The client will only be provided with technical program documentations, in particular the source code, if this is specified in the user documentation (development tools).

   2. You commit yourself not to change, translate or alter the combit software. You also undertake to neither decompile the provided combit software nor to disassemble it or to carry out any further actions, which enable you to reveal the various manufacturing stages (reverse engineering) or to try to uncover the source code of combit software in any other way or to translate it into a generally readable form without prior written consent of combit.

   3. Under no circumstances may copy protection mechanisms or any further protection routines, copyright mentions, serial numbers as well as other features necessary for the identification of the program be disabled or altered.

4. **Upgrades**

   1. combit publishes upgrades for combit software at their own discretion. This will be made available to you for a license fee.

   2. In order to be able to use upgrades you must be in possession of a valid license for the combit software. If the combit software is an upgrade of a previous version, you must be in possession of a valid license of this previous version of the combit software in order to be able to use the upgrade.

3. You may only upgrade combit software upon payment of a license fee and if you are already in possession of a valid license. Licenses for upgrades of combit software must be purchased according to the permissible number.
4. All upgrades will be made available to you based on a license exchange. You accept that by using the upgrade you voluntarily renounce the right to use the previous version of the software. You confirm that all of combit's obligations to support previous versions of the combit software are terminated after availability of the upgrade.

5. **Development tools**
   1. If multiple developers work on a product/project for which combit software is used, each developer of the product/project must have their own license.
   2. If multiple developers work on a product/project and if therefore multiple licenses are required, these licenses must all be of the same license type. This means that a parallel use of Standard and e.g. Professional or Enterprise editions is not possible.
   3. In the context of the development, it is not permitted to design a program or a module whose goal it is to be primarily used in print and/or primarily for the preparation/allocation of reports (such as label software, reporting programs, etc.) or which compete directly with combit software.
   4. You have the right to reproduce or pass on the object code version of parts of the combit software if these are expressly marked as redistributable components in the documentation.
   5. You do not have the right to distribute the object code of the redistributable component/runtime module of the combit software as part of a software product, which could be used for the development of software products. Therefore, the functionality of the redistributable components/runtime modules of the combit software must not be made available to third parties and combit software must not be usable separately from this surrounding software application.
   6. You also do not have the right to encapsulate the redistributable components/runtime modules of the combit software into your own runtime modules, if these can be used separately from the product/project. Therefore, you are prohibited from providing the redistributable components/runtime modules for instance in source code or also in compiled form (such as DLL or EXE-file) to other developers, unless they are also working on the product/project and have their own license according to 2.5.1.
   7. It is possible to deviate from the license agreement in ciphers 2.5.3 – 2.5.6 by way of a written supplemental agreement.
   8. The redistributable components/runtime modules may only be passed on to third parties under the following conditions:
      - no encapsulation of redistributable components/runtime modules of the combit software;
      - combit software is used in accordance with the license terms whereas particularly the number of developers/users may not be exceeded;

- you will distribute the redistributable components/runtime modules of the combit software only with your software product and as part of the same;
- you will not use the name, logo, brand or any other characteristics of combit or the combit software for the marketing of your software product;
- you will undertake any end customer support, particularly for the redistributable components/runtime modules;
- you will keep combit indemnified against all liabilities including attorney fees which could arise from the use of your software product;
- due to license terms the end customer will be specifically prohibited from redistributing the redistributable components/runtime models and
- the license terms must contain an explicit and distinct copyright notice, which points out combit's proprietorship of the redistributable components/runtime modules. This copyright notice is to be included in the start-up screen and/or the program information and is to be placed clearly visible on the screen. This implies that the aforementioned copyright notice is always placed next to your own copyright notice and presented in identical size. It is generally possible to waive the obligation to display the copyright notice by means of a separate agreement (copyright waiver). Such an agreement must be in writing. Please contact our sales department if you are interested.

9. Using the combit software as part of a server/web server application on the Internet/Intranet, for example accessible via the http/https protocol, is only permitted if you purchase an Enterprise Edition.
10. **The aforementioned rights within the scope of the development tool will be granted by means of purchase of the standard edition of the respective combit software. By purchasing the Professional or the Enterprise Edition, your legal position will be strengthened and extended. Additionally, there is the possibility to make individual arrangements. Please contact the sales department for further information. In this context, we would also like to refer you to the FAQ, which are available on www.combit.com/faq/.**

3. Ensuring the performance of the services

1. Claims for defects

1. Unless otherwise specified below, the statutory provisions apply to your rights in case of material defects and defects of title.
2. The basis for any claim for defects is first and foremost the agreement regarding the condition of the combit software. The product description, which you were provided with at the time of order or

which was incorporated by means of written agreement, shall be considered as agreement on the quality of the product.

3. If the parties did not agree on the condition of the goods, the existence of a defect is to be determined by means of the statutory rules (Sec. 434 para. 2 s. 2 and 3 BGB). Any information about the product contained in leaflets, brochures, advertisements, documentation and similar writings are only descriptions and do not contain any statement regarding the condition of the goods.

4. By taking quality assurance measures, combit puts in great efforts to assure that the product is free of any defects. However, according to today's state of the art it is not possible to produce software free of defects.

5. If you are a merchant, claims for defects require that you complied with your statutory obligation to examine the goods and give notice of non-conformity (sect. 377, 381 HGB). If the examination shows or you later discover a defect, combit must be notified immediately about the deficiency of the goods. The notification is considered immediately if sent within two weeks whereas timely dispatch shall suffice to keep the term. Independent of this obligation to examine and give notice of the non-conformity of the goods you must inform combit in writing within two weeks after delivery of obvious defects (including wrong and short delivery). Timely dispatch shall suffice to keep the term.

6. If you fail to examine the goods and/or fail to give notice of defect, combit's liability for this defect is excluded.

7. If the delivered object is defective, you may choose between the remedy of the defect (amendment) and the delivery of an object free of defects (compensation delivery). If you do not choose any of the aforementioned rights, combit may allow a reasonable time to do so. If you do not make a choice within this time limit, the right of choice demises to combit.

8. combit is entitled to hinge the supplementary performance on the due payment of the purchase price. You are entitled to retain a – in relation to the defect – fair amount of the purchase price. You must hand over the rejected goods to combit for test purposes and grant the time necessary for the supplementary performance. In case of compensation delivery, you must return the defective object according to the statutory provisions.

9. If a defect really exists, combit is responsible for any costs incurred by the examination and supplementary performance, in particular transport, infrastructure, labor and material costs. However, if your request for removal of defects turns out to be unjustified, combit may ask for reimbursement of the incurred costs.

10. In urgent cases, such as the threat of the operational safety or in order to prevent disproportionately large damage, you have the right to remedy the deficiencies yourself and ask combit for reimbursement of the cost necessary from an objective point of view. combit is to be informed immediately of and if possible prior to such a self-remedy of defects. However, there is no right to self-remedy of defects if combit is entitled to refuse supplementary performance under the statutory provisions.

11. If supplementary performance fails or a suitable period of time for supplementary performance has lapsed without success or is legally superfluous, you may exercise your right of withdrawal or request an abatement of the purchase price. In case the defect is insignificant, the right of withdrawal is excluded.
12. Any entitlement of damages and any compensation for futile expenses exist only in accordance with sect. 3.2 and are excluded for all other cases.
13. If a program or parts of a program is modified or extended by yourself, any warranty claim will lapse unless it can be proven that in case of defect this modification and/or extension did not cause the defect. The warranty claim lapses also if the defect, failure or damage was caused by improper use, disregard of data security instructions, hardware failure, failure of the operating system or any other incident, which is outside of combit's area of responsibility.

2. **Liability**
    1. combit is liable without limitations for damages
        - for injuries to life, body or health resulting from an intentional or negligent breach of duty or behavior of combit or one of its legal representatives or auxiliary persons;
        - caused by the absence or the omission of a guaranteed quality or the failure to comply with a guaranty;
        - caused by an intentional or grossly negligent breach of duty or behavior of combit or one of its legal representatives or auxiliary persons;
        - caused by fraudulent concealment of a defect by combit.

    2. combit's liability is limited to the compensation of losses foreseeable and typical for this contract and cause by a negligent breach of a substantial contractual obligation (cardinal obligation) by combit or one of its legal representatives or auxiliary persons.
    3. combit's liability for all further cases of negligence is limited to an annual compensation or a sum five-times the purchase price for each case of damage.
    4. In case of data loss caused by negligence, combit is only liable for damage, which would have been caused even if you had secured the data properly and on a regular basis, depending on the importance of the data; this limitation does not apply if the data backup was impossible or impeded due to reasons attributable to combit.
    5. The aforementioned provisions apply correspondingly to combit's liability with regard to the compensation for futile expenses.
    6. The liability according to the Product Liability Act remains unaffected.
    7. In case combit is not liable according to ciphers 3.2.1 – 3.2.6 all further liability is hereby excluded.

3. **Limitation of time**

1. Deviating from sec. 438 para. 1 no. 3 Civil Code (BGB), the limitation period for claims arising out of material defects or defect of title is one year after handover. The legal special regulations shall remain unaffected for claims for return based upon a property right of a third person (sec. 438 para. 1 no. 1 BGB), in case of fraudulent intent of combit (sec. 438 para. 3 BGB) and for suppliers' claims for recourse in case of final delivery to a consumer (sec. 479 BGB).
2. The aforementioned limitation period of the sale of goods law applies also to contractual and non-contractual claims for damages of the customer, which originate from a defect of the contract goods, unless the application of the regular statutory limitation period (sec. 195, 199 BGB) results in a shorter limitation period in individual cases. The limitation period of the Product Liability Act remains unaffected.

4. **Right to be informed**
   1. Due to copyright reasons and in order to secure combit's position, the parties agree to a contractual right to be informed. combit may inquire at any time how many users and/or developers are using combit software or are working on a product/project.

4. Contractual performance
1. **Commencement and termination of contract**
   1. All rights according to these provisions will set in with complete payment of the license fee.
   2. The license is granted for an indefinite period of time. If you violate any of these fixed license terms the license will automatically be terminated without notice. In case of termination, you are obligated to delete the software and all back-up copies. In this case, you are obliged to provide combit with a written notification confirming the deletion.

5. General provisions
1. The law of the Federal Republic of Germany applies to this agreement. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. Jurisdiction for all disputes arising out of or in connection with the contract is the domicile of combit for all merchants, corporate bodies under public law or public fund assets within the meaning of the Commercial Code (HGB). Place of performance for delivery and payment is the registered office of combit. combit may file a suit against merchants at the customer's place of jurisdiction or any other legal jurisdiction. As for the rest, the legal requirements shall apply.
3. The parties did not agree on any subsidiary arrangements. Any amendments must be made in writing. The same applies to the removal of the written form clause.
4. Should individual terms of the contract including this provision be or become partially or completely invalid, this shall not affect the validity of the other contract terms. The terms of the contract comply with the statutory provisions. In the absence of statutory provisions, the invalid provision shall be replaced by a provision which comes as close as possible to the economic intent.
5. This English version shall be used only for assistance in translation of the German version of the Software License Agreement. For any legal interpretation or claim, the German version shall prevail. The German version can be accessed at www.combit.net/lizenzvertrag.

General Terms and Conditions of combit GmbH

Please read carefully.
Issued September 1, 2022

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1. **Scope**
    1. combit Software GmbH (hereinafter referred to as "combit") concludes contracts exclusively on the basis of these General Terms and Conditions in the version valid at the time of the order. Terms and conditions of the customer deviating from our General Terms and Conditions are not valid, unless combit expressly agrees to them. They are also the basis for all future services and deliveries, even if their inclusion is not expressly agreed upon again.
2. **Consumer exclusion**
    1. combit does not conclude contracts with consumers / private persons. All prices on the website are – subject to deviating information – plus statutory value added tax.
3. **Formation of contracts**
    1. The offers of combit on the Internet represent a non-binding invitation to the customer to order goods or services or digital content. By sending the order (click on the button "Buy now") on our website, the customer submits a binding offer to conclude a contract.
    2. The confirmation of receipt of the order follows immediately after sending the order and does not constitute an acceptance of the contract. combit may declare acceptance within five days by sending a written order confirmation or an order confirmation in text form (email or fax), in which case the receipt of the order confirmation by the customer is decisive, or by delivering the ordered goods, in which case the receipt of the goods by the customer is decisive, or by requesting payment from the customer after submission of the order (e.g. in case of PayPal payment). If several of the aforementioned alternatives exist, the contract is concluded at the time when one of the aforementioned alternatives occurs first. If combit does not declare acceptance within the aforementioned period, this is considered a rejection with the consequence that the customer is no longer bound to their declaration of intent.
    3. Information contained in brochures, advertisements, documentation and similar writings as well as information on our website are only descriptions and do not contain any guarantee of the quality of the products. The guarantee of the quality of the products requires an express written agreement. This also applies to price quotations or information on the release of supplements and extensions. The technical data, specifications and performance descriptions in the software product description do not constitute a warranty of quality unless they have been expressly confirmed as such by combit.

4. Irrespective of the time and form of the agreement, agreements on the customer's rights to the software (software license agreement), its care and maintenance and training on the use of the provided software as well as accessory deliveries and other services are each legally independent and separate contracts with regard to mutual rights and obligations, legal consequences and warranty.
5. When submitting an offer via combit's online order form, the text of the contract will be stored by combit and sent to the customer in text form (e.g. email, fax or letter) after sending their order together with these GTC. combit does not make the contract text accessible beyond this. If the customer has created a user account in combit's online store, they can view their order data there.
6. Before binding submission of the order via combit's online form, the customer can continuously correct their entries using the usual keyboard and mouse functions. In addition, all entries are displayed once again in a confirmation window before the binding submission of the order and can also be corrected there using the usual keyboard and mouse functions.
7. The following provisions shall apply to the sale of digital content in addition to the aforementioned paragraphs. Digital content is content that is provided to the customer in digital form and not on a physical data carrier for use to the extent of the rights of use granted in each case.
    1. The subject matter of the contract for the sale of digital content is the provision of this content in a suitable digital form and the transfer of a simple, temporally and spatially unrestricted right of use to the digital content. The customer is not entitled to reproduce the provided digital contents physically or electronically and/or to transfer reproduction pieces to third parties and/or to transfer the rights of use granted to him, unless such reproduction or transfer of rights of use has been expressly permitted by combit or is required due to the nature or the intended use or the functionality of the digital contents. The transfer of the rights of use only takes place upon full payment of the contractually owed remuneration. If combit makes the digital content available to the customer before this point in time, this is not to be considered an implied transfer of rights of use.
    2. In case of the sale of digital contents that are not delivered on a physical data carrier, the acceptance of the contract shall be effected in deviation from section 3.2 without a preceding confirmation email. Acceptance can be declared by combit within five days by sending a written order confirmation or an order confirmation in text form (email or fax), in which case the receipt of the order confirmation by the customer is decisive, or by enabling the customer to download the digital content, or by requesting the customer to make payment after placing the order (e.g. in case of Paypal payment). If several of the aforementioned alternatives exist, the contract is concluded at the time when one of the aforementioned alternatives occurs first. If combit does not declare acceptance within the aforementioned period, this is considered a rejection with the consequence that the customer is no longer bound to their declaration of intent.
8. For the conclusion of the contract the German language is exclusively available. This English version shall be used only for assistance in translation

of the German version of the GTC. For any legal interpretation or claim, the German version shall prevail.

4. **Terms of payment**
    1. The prices listed on our website at the time of the order apply. Payments are due upon receipt of the goods without deduction. After 8 days the customer is in default of payment. If the customer is in default of payment, combit is entitled to charge default interest in the amount of nine percentage points above the base interest rate of the European Central Bank. In case combit claims further damage caused by default, the customer has the possibility to prove that the claimed damage caused by default did not occur at all or at a lower amount.
    2. Bills of exchange, checks and other money order papers are generally not accepted. In the event of acceptance, this shall only take place on account of performance.
    3. The customer may only set off claims that are undisputed or have become res judicata. The customer shall only be entitled to rights of retention insofar as they are based on the same contractual relationship.

5. **Delivery and service not provided in accordance with the contract**
    1. Delivery and service deadlines are only binding if they are included in a written offer or the written order confirmation by combit. After expiration of binding delivery and service deadlines, the customer must first set combit a grace period of 14 days in writing. After fruitless expiration of this grace period, the customer may withdraw from the contract. The stated deadlines refer to the time of dispatch of the delivery from combit's place of business.
    2. An appropriate extension of the delivery and service deadlines occurs if unforeseen events or force majeure, such as strikes, lockouts, traffic disruptions, official measures, etc., have a significant impact on the deliveries or services of combit. If obstacles last longer than one month or if, due to such an obstacle, the delivery or service cannot be provided permanently or not in accordance with the contract, both parties are entitled to withdraw from the contract.

6. **Retention of title**
    1. Until full settlement of all claims resulting from this contractual relationship and all other claims existing against the customer at the time of conclusion of the contract, combit retains title to delivered products (hereinafter: reserved goods).
    2. The customer may incorporate goods subject to retention of title in the ordinary course of their business. However, any combination, mixing, processing or transformation of the goods subject to retention of title shall be made exclusively for combit, which shall acquire a co-ownership share in the finished goods or in the new item corresponding to the ratio of the value of the goods subject to retention of title to the value of the finished goods or the new item.
    3. The customer is entitled to resell the goods subject to retention of title or items co-owned by combit in the ordinary course of business subject to retention of title. The customer hereby assigns their future claims from the resale in the respective invoice value of the goods subject to retention of title until full payment of all claims mentioned in section 6.1 as security to combit, which accepts this assignment. If combit has only a co-ownership share in the sold

items, these claims are assigned in each case in the amount of the sales value of this share, but with priority over the other claims.

4. The customer must notify combit immediately of any change in ownership of the goods subject to retention of title as well as of their own change of residence or place of business.

5. In case of seizure of goods subject to retention of title, the customer must point out combit's ownership and notify combit immediately in writing.

6. combit is entitled to withdraw from the contract in case of breach of contract by the customer and to demand return of the goods subject to retention of title.

7. Transfer of risk and shipment

1. The risk of accidental loss and accidental deterioration of the product shall pass to the customer upon handover, in the case of sale by delivery to a place other than the place of performance, upon delivery of the item to the forwarding agent, carrier or other person or institution designated to ship the item.

2. The same consequences arise if the buyer is in default in accepting delivery.

3. Unless the customer gives special instructions for the shipment (express delivery, fast parcel, etc.), it will be carried out by combit to the best of its ability and subject to the most favorable mode of shipment.

8. Software licenses

1. For software licenses, the current combit software license agreement also applies.

9. Trainings, web seminars and online workshops

1. combit offers trainings, web seminars and online workshops (hereinafter referred to as "training") for its software products. A qualified trainer is provided. The training content for standard trainings and web seminars results from the training agenda and the participant level.

2. The services for individual training courses and online workshops are based on the customer's requirements with regard to training content, number of training days, number of participants and training location and must be sufficiently agreed upon before the training date.

3. Withdrawal by the customer: The customer can withdraw from their registration up to two weeks before the training date. The timeliness depends on the receipt of the written notice of withdrawal by combit. In this case, combit will receive a processing fee of 40% of the training fees as compensation for the premature termination of the contract. If the customer withdraws within two weeks before the start of the training, the complete training fee is due. For participants who cannot attend, the customer can name substitute participants at any time, which they will inform combit of.

4. Withdrawal by combit: combit may withdraw from the contract in cases of a minimum number of participants listed in the service description if there are not enough registrations up to one week before the training date.

5. If combit has to cancel an event for reasons for which combit is not responsible or has to relocate the event to another location (e.g. due to severe weather or comparable exceptional situations or due to the trainer's absence due to illness), combit will propose to the participants / contractual partners an alternative date, an alternative event or an alternative location or the implementation of the event within the scope of an online presentation. In case of an alternative date or event, a refund of the participation fee will take place if the participant cannot or does not want to attend the alternative date / event.

In the event of a relocation to another venue, a refund of the event fee will only take place if the participant cannot reasonably be expected to travel to the new venue (e.g. in the event of significantly longer travel times or poorer accessibility).

6. Modification of the training: combit reserves the right to slightly modify the content of the training and to change the date and location with prior notice. If a participant is unable to attend the standard training due to a change of date or location, they have the right to rebook for a new date with comparable training content free of charge.

7. Copyrights: Training documents as well as the software provided may not be reproduced.

8. Cooperation of the customer: The customer is obligated to immediately provide combit with all information required to fulfill combit's contractual services. Upon request, the customer will provide test data of sufficient type and quantity.

9. The content conveyed in the trainings does not constitute a guarantee for the quality of the products.

10. combit is entitled to engage subcontractors to fulfill its contractual obligations.

10. Warranty

1. combit makes considerable efforts to achieve a largely defect-free software product through quality assurance measures. However, combit points out that it is not possible to produce software that is completely free of defects according to the current state of the art.

2. If the goods are defective, the customer shall be entitled to subsequent performance. A defect exists if the goods do not have the contractually agreed quality at the time of transfer of risk, if they are not suitable for the contractually assumed use or if agreed accessories and instructions including the installation manual were not provided. Furthermore, a defect exists if the goods do not meet the installation requirements, if the installation was performed improperly by combit or if the improper performance is based on a defect in the installation instructions provided by combit. Any further liability for defects in cases where the goods do not comply with the objective requirements as defined by § 434 para. 3 BGB is excluded.

3. In case of supplementary performance, the customer initially has the choice whether this supplementary performance shall be carried out by repair or replacement. However, combit is entitled to refuse the type of subsequent performance chosen if it is only possible at disproportionate costs or if a follow-up product exists that no longer has this defect and the other type of subsequent performance remains without significant disadvantages for the customer. If the customer chooses supplementary performance, they must provide combit with access to the software for the purpose of supplementary performance. In this case, combit bears the costs of the return.

4. If rectification attempts by combit fail, whereby a double rectification attempt is permissible, or if combit does not offer an error-corrected new software version, the customer has a right to rescind the contract (withdrawal) or a right to a reasonable reduction of the remuneration (reduction).

5. However, in the event of only a minor breach of contract, in particular in the event of only minor defects, the customer shall not be entitled to withdraw from the contract and to claim damages in lieu of the entire performance.

6. The customer does not receive guarantees in the legal sense from combit, unless it is agreed upon in writing.
7. The warranty claim does not apply to such programs or program parts that have been modified or extended by the customer himself, unless the customer proves to combit that such modifications or extensions are not the cause of the defect. The warranty claim is furthermore void for defects, malfunctions or damages that are due to improper operation, errors of the hardware, the operating systems, non-observance of the data backup regulations or other processes that are beyond the responsibility of combit or if the customer denies combit the opportunity to investigate the cause of the reported defect.
8. The limitation period is 1 year from receipt of the goods.

11. Notice of defects

1. If the customer acts as a merchant within the meaning of § 1 of the German Commercial Code (HGB), they shall be subject to the commercial duty of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB). If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed approved.

12. Liability for defects

1. combit is liable to the customer for all contractual, quasi-contractual and statutory, including tortious claims for damages and reimbursement of expenses as follows:
    1. combit shall be liable without limitation for any legal reason in case of intent or gross negligence, in case of intentional or negligent injury to life, body or health, on the basis of a warranty promise, unless otherwise provided in this respect, or on the basis of mandatory liability such as under the Product Liability Act.
    2. If combit negligently breaches an essential contractual obligation, liability is limited to the foreseeable damage typical for the contract, unless liability is unlimited according to the preceding section. Material contractual obligations are obligations which the contract imposes on combit according to its content in order to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the customer may regularly rely.
    3. If the customer, when purchasing goods with digital elements or when purchasing digital products (digital contents and services), fails to install an update provided to him within a reasonable period of time, combit is not liable for a material defect that is solely due to the lack of this update.
    4. Any further liability of combit is excluded.
    5. The above liability provisions also apply with regard to combit's liability for its vicarious agents and legal representatives.
2. An exclusion period of 18 months applies to the limitation period for all claims that are not subject to the limitation period due to a defect in the item. It begins from knowledge of the damage and the person of the damaging party.

13. Final provisions

1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

2. combit's registered office shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship in the case of a merchant, a legal entity under public law or a special fund under public law within the meaning of the German Commercial Code. Place of performance for delivery and payment is the registered office of combit. If the customer is a merchant in the sense of the HGB, combit is free to file suit at the customer's place of jurisdiction or any other legal place of jurisdiction. Otherwise, the statutory provisions shall apply.
3. Subsidiary agreements have not been made. Additions to these general terms and conditions must be made in text form. The same applies to the cancellation of this clause.