1. Software licence agreement

End User Licence Agreement (EULA)

Important information

The use of the Software provided by OPERTIS GmbH that can be transferred on a data carrier and/or by means of a download is subject to the following terms of the present software licence agreement.

With the completion of the installation, the copying or another use of the Software Product, you are agreeing to the following terms. If you do not agree with the terms, you may not install this Software Product or make any other use of it.

OPERTIS GmbH accepts no General Terms and Conditions of Contract of the customer (hereinafter referred to as the Licensee). The incorporation of such General Terms and Conditions is expressly rejected.

1. Definitions

Licensor:	OPERTIS GmbH, Auf dem Hagen 1, D-34454 Bad Arolsen
Software:	The term "Software" shall refer to the software program that can be presented on a data carrier or in another way. The term "Software" shall also include the Updates and Upgrades associated with an initial version, unless the following provisions expressly state otherwise.
Software Product:	The term "Software Product" (hereinafter also referred to as "the Product") shall include both the Software and any data carriers on which the Software is presented, as well as all accompanying materials, including media, printed materials, application documentation, electronic operating instructions and online operating instructions.
Freeware:	The term "Freeware" shall refer to a Software Product that is both provided free of charge to the Licensee and licensed to it for free use, at the same time. The following Software Products are Freeware, but this list is not conclusive.
	- OPERTIS eLOCK eXpress software
	- OPERTIS eLOCK eXpress software update
Workstation:	The term "Workstation" shall refer to an individual computer or computer workstation that can always be used by only one user at a time; freely programmable equipment parts shall count as independent Workstations. The PDA (Personal Digital Assistant) shall not be an independent Workstation.
Network:	Hereinafter, the term "Network" shall mean the linking of workstations within the Licensee's company.
Update:	"Update" shall be understood to mean a revision of the Software that brings the Software up-to-date. Existing program shortcomings can be corrected with the Update; the Update may also contain minor program improvements. With an Update, only the last character of the release name changes, for example from 7.1 A to 7.1B.
Upgrade:	An Upgrade shall be understood to mean a revision of the Software that extends or improves its functionality. In the course of an Upgrade, existing program shortcomings may also be removed. The focus is, however, on a comprehensive improvement of the Software, especially through new functionalities. With an

	Upgrade, the middle and/or left-hand character of the release name changes, for example from 7.1 A to 7.2 A or from 7.1 C to 8.0 A.
Pre-release Versions:	A Pre-release Version shall be understood to mean a software version that has not yet been completed. Due to this lack of completion, a Pre-release Version regularly exhibits program errors and is not intended for productive use. Pre-release Versions are generally designated by the latest stage of development, such as "alpha" or "beta", being noted.
Demo Client:	A Demo Client shall be understood to mean a locking plan which is prepared by the Licensor, exclusively for purposes of the software test and/or demonstrations of the scope of performance of the Software. Demo Clients are designated by the term "demo client" at the start of the client name.

2. Object of the Agreement

The Licensor shall grant the Licensee a licence for the permanent use of the Software named in the offer for the conclusion of the contract, in accordance with the following provisions, on a data carrier or by supplying the Software for downloading on the Internet. If the user documentation is available online or offline as an electronic version, the Licensor shall not be obliged to hand over a printed version of the user documentation (user manual).

Pre-release Versions of the Software shall be surrendered to the Licensee, in accordance with Section 9 of the present EULA.

The creation, maintenance or leasing of Software shall not be owed within the framework of the present Licence Agreement, and these shall be the object of separate agreements.
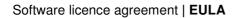
3. Scope of the right of use

The Licensor shall grant the Licensee the simple, non-exclusive right to the permanent use of the Software under the following conditions:

If the Licensee has expressly acquired a single-user licence, it is not entitled to use the Software at more than one Workstation at a time. The Licensee is entitled to use the Software on any hardware that is at its disposal. However, if it changes the hardware, it is obliged to delete the Software installed to date from the hardware used to date.

Each Licensee who has acquired a single-user or multi-user license shall be permitted to create a back-up copy that must be clearly marked. The serial number, the fact that it is a back-up copy, the date of acquisition and the date of creation of the back-up copy must be noted.

The use of the Software on more than one Workstation at a time shall only be permitted if the Licensee has acquired a multi-user licence or the appropriate number of single-user licences, in accordance with the provision made under Section 4 of the EULA.

The use of the Software within a Network shall not be permitted within the framework of a single-user licence if the Software is used from several Workstations.

Insofar as the Licensee has only acquired Updates or Upgrades, it is entitled to use these Updates or Upgrades only for the original Software if it possesses and uses this and is the holder of a valid licence for the original Software.

The right to use the Software shall include the right to reproduce the Software, insofar as this necessary for an ordinary and functional use. The necessary reproductions shall include the installation of the Software from the data carrier or a download medium - e.g. the Internet - onto the hard drive, onto an archive storage medium, and the loading of the Software into the working memory.

The Licensee is entitled to sell the original Software to third parties, in accordance with the provisions of this paragraph: the permissible resale to third parties requires the Licensee to designate the third party who shall acquire the Software and the rights of use for the Licensor before the sale (written notification obligation).

Resale shall only be permitted if the Licensee hands over to the third party the original data carriers, including all copies of the Software, the manuals and any written and electronic accompanying materials, the licence letters or written licence confirmations on data carriers or electronic components, as well as the Updates and Upgrades and the written confirmations of the existing licences for these Products. The resale may only accompany a complete transfer of rights of use. A partial transfer of rights of use shall not be permitted.

The Licensee is in no way entitled to lease or loan the Software to third parties. It is also not entitled to edit the Software or make other changes to the Software.

The Licensee is in no way entitled to use the locking plans of one or more Demo Clients in on-going business operations or as a productive application.

The Licensor shall grant the Licensee an unrestricted right of reproduction with regard to Freeware, provided that the reproduction takes place free of charge and, in particular, completely.

The Licensor is not entitled: to modify the Software, to adapt it, to combine it with other programmes, to translate it, to convert it into another programming language, to perform reverse engineering on it, to disassemble it, to decompile it or to create derivative works, unless this is expressly permitted in the present Agreement or by mandatory laws.

4. Multi-user licence (server)

If the Licensee has acquired a multi-user licence, it is entitled to install the Software on a network server and thus to use it on several Workstations at the same time.

The Licensee may acquire multi-user licences from the Licensor that entitle it to make copies of the Software on portable data carriers and Workstations. The scope of the rights of use with respect to the copies made shall be defined under Section 3 of the present EULA.

The multi-user licence does not entitle the Licensee to make further copies of the copies made or the sell the copies made. The Licensor undertakes to provide information about the copies made to the Licensor and to provide a written record of this.

Freeware provided by the Licensor shall contain a free multi-user licence. The Freeware may be used free of charge on any number of single-user Workstations and within the Network.

5. Infringement of rights of use

In the event of an infringement of the provisions under Section 3 to 4 by the Licensee, its legal representatives or vicarious agents, the Licensee, provided that the latter is not a consumer, mast pay the Licensor a contractual penalty of € 2,000.00 per act of infringement - notwithstanding any claims for compensation.

If the Licensor infringes the provisions under Section 3 to 4, the Licensor is entitled - notwithstanding any claims for compensation or for a contractual penalty - to terminate the concession of the rights of use for good cause and to prohibit the Licensee from further use of the Software. In this case, the Licensee must return the Software, including all the accompanying materials, to the Licensor. A repayment of licence fees by the Licensor shall not take place; the Licensee shall continue to be obliged to pay the licence fees if these have not yet been paid.

6. Terms of payment and reservation of title

With respect to the terms of payment and with regard to the reservation of title, the parties are expressly referred to the General Terms and Conditions of OPERTIS GmbH. These shall be produced by the Licensor for inspection on request or can be accessed and viewed by the public at http://www.opertis.de/de/service-support/downloads/.

7. Non-availability of the service

If the service owed by the Licensor is not available due to unforeseeable circumstances or circumstances for which it is not responsible, it is entitled to refrain from providing the service. The Licensor undertakes to inform the Licensee immediately about the non-availability of the service owed. If the Licensee has already paid a purchase price in full or in part at this time, the Licensor undertakes to reimburse the payment made to the Licensee immediately.

8. Claims for defects

The Licensee, provided that it is not a consumer, must examine the Software immediately after its delivery by the Licensor or its download, insofar as this is feasible, in accordance with the proper course of business and, if a defect is revealed, notify the Licensor of this immediately. If the Licensee refrains from this notification, the goods shall be deemed approved, unless it is a case of a defect that could not be identified in the investigation. If such a defect is revealed, the notification must be made immediately after the discovery; otherwise, the goods shall be deemed approved in view of this defect too. The timely despatch of the notification shall be sufficient for the preservation of the rights of the Licensee. The foregoing provisions shall not apply if and insofar as the Licensor has fraudulently concealed a defect.

In other respects, any form of warranty for defects for Freeware shall be excluded.

A defect in the Software shall only be deemed to exist if the Software does not have the agreed condition at the time of the transfer of risks. The agreed condition shall be documented in the software system documentation for the respective release stage in the version valid at the time of the conclusion of the Agreement. Minor deviations from the relevant system documentation shall not be deemed a defect.

Warranty claims of the Licensee shall not exist if the latter does not use the Software as intended or the Licensee has interfered with the Software itself or through third parties. The exclusion of warranty shall not take effect if the Licensee proves that the reported defect occurred during use of the Software as intended or is not connected with an interference with the Software.

If a defect occurs, the Licensor is entitled, at its own discretion, to remove the defect or to provide a replacement for the Software (supplementary performance).

The removal of the defect may also take place through instructions to the Licensee in writing or by telephone. In such cases, the Licensee is obliged to put the instructions into practice, insofar as this is feasible for it. A workaround shall also be deemed a removal of defects, provided that the contractually agreed use is not materially impaired by this.

The supplementary performance shall be deemed to have failed after the third unsuccessful attempt. If the supplementary performance fails, the Licensee is entitled to withdraw from the Agreement. If the Licensor is at fault, the Licensee is entitled to demand compensation or the reimbursement of the futile expenses. A reduction shall be excluded.

The period of limitation for claims for defects shall amount to one year, provided that the Licensee is not a consumer. It shall start with the delivery of the Software to the Licensee. The legal requirements shall apply for consumers.

Claims for defects shall also be excluded if the defects result from the following:

(a) the failure of the Licensee to perform troubleshooting procedures, although this was possible for it and it has a corresponding obligation,

(b) the failure to install and maintain on-going Updates and/or Upgrades that are provided by OPERTIS or third-party suppliers,

(c) a customer environment that does not comply with the applicable laws, regulations and the relevant mandatory industry standards,

(d) an inadequate, incorrect or incomplete creation or maintenance of the customer environment by the Licensee or a third party commissioned by it, or

(e) infringements by the Licensee or a third party commissioned by it of provisions of the present Agreement, insofar as these cause the defect.

The Licensor shall make no guarantee. Employees of the Licensor are not entitled to a guarantee promise. The Licensee may only refer to a guarantee promise of the Licensor if it has been confirmed in writing by the Licensor itself or its legal representatives.

9. Pre-release Versions

The Licensor and the Licensee may agree to the licensing of Pre-release Versions of the Software. The Pre-release Versions of the Software shall be distinguished, in particular, by the designation with "alpha" or "beta" or similar designations. The licensing of Pre-Release Versions of the Software shall be finally settled below, unless individual agreements or alternative agreements are made.

The Pre-release Version of the Software shall be licensed to the Licensee exclusively for test purposes. It shall not be used in day-to-day business operations and may not be used on Workstations or in Networks that are in the day-to-day business operations. With the Pre-release Version of the Software, the Licensee

shall acquire the right to use this Software in accordance with Section 3 of the present EULA for the licensing period, but with the restriction in the second sentence of the present paragraph.

The Licensee undertakes to notify the Licensor of all error messages, usability errors etc. in writing and to describe the development of the error and the time and place of its occurrence.

The Licensor shall not be liable for damages, insofar as they are caused by a contravention of the above provisions by the Licensee, its legal representatives or its vicarious agents. Warranty shall also be excluded for Pre-release Versions, as both the Licensor and the Licensee are aware that Pre-release Versions typically contain errors and no removal of the errors is owed.

10. Demo Client

The Licensor and the Licensor may agree to the licensing of Demo Clients. Demo Clients are distinguished, in particular, by the designation with "demo client" at the start of the client name. The licensing of Demo Clients shall be finally settled below, unless individual agreements or alternative agreements are made.

Demo Clients shall be licensed for the Licensee exclusively for test purposes and/or demonstration purposes. They shall not be used in day-to-day business operations and may not be used as a productive application.

11. Liability

The Licensor shall only be liable, irrespective of the legal grounds, for infringements of obligations by its legal representatives and other vicarious agents due to wilful intent or gross negligence. The Licensor shall continue to be liable, without restriction, for damages arising from damage to life, the body or health that are based on an infringement of an obligation due to wilful intent or gross negligence, as well as for claims under the Product Liability Act.

In other respects, the Licensor shall be liable for slight negligence only if an obligation that is of particular importance for the achievement of the purpose of the Agreement is infringed (cardinal obligation) and then only for foreseeable damages which must typically be expected to occur. Furthermore, liability for slight negligence shall be excluded. The Licensor also accepts no liability for errors in the Software or resulting errors and damages that can be traced back to the use of the Software. This shall also and especially apply to Freeware.

The liability for compensation under Section 11 Paragraph 2 of the present EULA is limited in value to the order value of the Software.

The Licensor shall only be liable for the loss of data and/or programs to the amount of the expenditure incurred when the Licensee performs data back-ups regularly, promptly and in an appropriate manner for the application and thus ensures that lost data can be restored at a reasonable cost.

The provisions of Section 9 Paragraph 4 of the EULA shall remain unaffected.

12. Property rights

The Licensor declares that the contractual Software, including the plans and documentation, is free from third-party rights.

Note about restricted rights at US government agencies: the Software and its documentation shall be subject to restricted rights. The use, duplication and other use by US government agencies shall be subject to restrictions that are listed in Paragraph 52.227.19 (c)(1) to (c)(4) of the Federal Acquisition Regulation. The producer is OPERTIS GmbH, 34454 Bad Arolsen, Germany.

In the event of adverse effects on the contractual use of the Software caused by property rights of third parties, the Licensee shall be entitled to claims for defects, in accordance with Section 8 of the present EULA.

A defect of title shall exist if the rights necessary for the contractual use of the products could not be effectively granted, especially if property rights of third parties are infringed by the contractual use.

In the event of the existence of claims for warranty for defects in the form of defects of title, these shall mature within twelve months, provided that the Licensee is not a consumer; the term shall begin with the delivery. The legal requirements shall apply for consumers. In the event of fraudulently concealed defects or in the event of the acceptance of a guarantee, the legal requirements shall apply instead.

The Licensee shall not be entitled to any claims on account of defects of title if it has modified the Products or had them modified by third parties or has used the Products with other Products than the released ones, unless the Licensee provides evidence that the modification did not cause the defect of title and that the defect of title was not inherent in the Products at the time of their handover.

Defects in title that have occurred must be documented in a comprehensible way by the Licensee and communicated to the Licensor in writing immediately after their discovery.

If defects of title exist, the Licensor shall release the Licensee from legitimate claims of third parties and, at its discretion, either give the Licensor the right of continued use or modify the Software in such a way that there is no longer an infringement of property rights.

If this is not possible, the Licensor is entitled to take back the Software and to pay back the fee paid by the Licensee, deducting reasonable compensation for the use that has already taken place.

If the Licensee is responsible for the infringement of an obligation, the Licensee may demand compensation instead of performance or the reimbursement of futile expenses. With respect to these claims, the provisions on the warranty and liability shall apply.

The Licensee is obliged to observe the principle of the mitigation of damages, meaning that the Licensor must be informed in good time and in writing about the claim, in particular. The Licensee may acknowledge no claims on its own initiative. It shall authorise the Licensor to engage in any legal dispute at its own expense, whereby the Licensee shall provide all the necessary information and support the Licensor - as far as reasonable.

13. Transfer and exporting

The transfer and/or exporting of Software, including the associated files and documents may be subject to authorisation, due to its nature or its designated use. In this case, the Licensee is obliged to obtain the necessary export licences on its own responsibility and only to perform deliveries in accordance with these licences. The Licensee undertakes, in particular, to comply with all export laws and export restrictions of the relevant countries; this shall also apply to the US Export Administration Regulation (EAR).

14. General Terms and Conditions

General Terms and Conditions of the Licensee or third parties shall not form part of the Agreement. This shall apply even if the Licensor does not expressly refute these. Purely as a precaution, the Licensor hereby refutes any conflicting or deviating General Terms and Conditions of the Licensee. The inclusion of General Terms and Conditions of the Licensee or third parties by action implying intent shall be excluded; in particular, the General Terms and Conditions of the Licensee shall not become part of the Agreement through the acceptance of deliveries or services and through payment.

General Terms and Conditions that the Licensee acknowledges in connection with the download of Freeware with Internet-based download portals shall not affect the legal relationship between the Licensor and the Licensee; in particular, General Terms and Conditions of download portals shall not be part of the present Agreement.

Unless the above sections contain provisions to the contrary, the General Terms and Conditions of Sale of the Licensor shall also apply as General Terms and Conditions. These shall be produced by the Licensor for inspection on request or can be accessed and viewed by the public at http://www.opertis.de/de/service-support/downloads/.

15. Final provisions

Amendments and additions to the present Agreement must be made in writing. This shall also apply for the cancellation, modification or a waiver of this requirement for the written form.

The present Agreement shall be subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the Licensee is a consumer, consumer protection rights shall remain unaffected by the present Agreement.

The place of fulfilment for all obligations arising from the legal relationships between the Licensor and the Licensee shall be, unless otherwise agreed in writing, Bad Arolsen.

In business transactions with merchants and with legal persons under public law, the place of business of the Licensor shall be agreed as the place of jurisdiction for all legal disputes about these terms and conditions and individual contracts concluded under the scope of these, including proceedings concerning cheques and bills of exchange.

The failure or a delay in the exercising of rights or claims of the Licensee in accordance with the present Agreement is, on no account, to be interpreted as a waiver of such rights or claims.

Third parties that are included in the scope of the Agreement on the side of the Licensor and/or in whose favour the Agreement is concluded may assert their rights independently and, in particular, demand the fulfilment of its contractual obligations by the Licensee.

The provisions of the present Agreement shall be directly applicable for OPERTIS third-party suppliers, branches, subsidiaries and affiliates, insofar as they refer to OPERTIS third-party suppliers, branches, subsidiaries and affiliates.

If individual provisions are or become invalid, in full or in part, or if there is a gap in the agreements, the validity of the remaining provisions shall not be affected by this. In the place of the invalid provision, the valid provision shall be deemed agreed that corresponds to or comes closest to the sense and purpose of the invalid provision. In the event of a gap, the provision shall be deemed agreed that corresponds to what would have been agreed, according to the sense and purpose of the contractual agreement, if the matter had been considered from the start.

16. Consent

With the completion of the installation of the Software, the Licensee indicates that it has taken note of the present Agreement and that it has consented to the provisions of the present Agreement, without restriction.

As at: 25.05.2018