Preamble:

in – innovative navigation GmbH, hereinafter referred to as IN, is a producer of various software programs. Their properties and functionality are described.

IN is the owner of all usage-rights of the contractual software programs.

The Standard License Terms and general terms of delivery (hereinafter referred to as the Standard License Terms) govern and regard the grantage of rights to the Customer to the software licensed to the Customer and provide terms and conditions of the contractual relationship with the Customer concerning software. These Standard License Terms also govern and regulate IN's hardware deliveries to the Customer and provide terms and conditions of the contractual relationship with the Customer concerning hardware.

1 Validity

The following Standard License Terms apply to all accomplished license and delivery agreements with IN.

IN's explicitly only accepts those requests and orders whom are subject to these Standard License Terms. IN is not bound to the Customer's terms and conditions or other Customer terms in general, unless IN explicitly confirms and agrees to such Customer terms and conditions in a written and signed contract agreement .

2 Object of the Agreement

2.1 Software and Hardware Agreements

IN transfers the in license key, which is part of the contract, explicitly designated contract software in object code with the instruction manual

IN provides the Customer with the (hereinafter referred to as the Software Documentation) for use in the scope described under section 6.In case the IN has additionally or only volunteered to deliver a Hardwareproduct, IN provides the in contract documents explicitly described Hardwareproduct to the customer as it is subject to the regulations of section 3.10.

2.2 Application environment

In the Licence key, the Hard- and Software-environments and especialy the operating system, on which the Software has to be used, are defined.

2.3 License type and compensation

The compensation depends on ways and extend of the usage, which are determined by the various license types in the program certificate. The between IN and the customer agreed compensation which incurre for the particular scope of usage, is determiend in these Standard License Terms under section 3.10.

3 Definitions

3.1 Software

In these Standard License Terms, the term "Software" refers to all information and data that are processed on the Hardware of the customer in Program form, and include the material that comes along with it, especially the Software Documentation.

3.2 CPU (central processing unit)

In these Standard License Terms, the term "CPU" (central processing unit) refers to the smallest data processing unit on which it is possible to run the Software.

3.3 Network

In these Standard License Terms, the term "Network" refers to a system consisting of two or more connected CPUs, which enable the Customer to operate the Software simultaneously on two or more user stations (workstations).

3.5 Runtime License

In these Standard License Terms, the term "Runtime License" refers to a license to use Software only in conjunction with other software products belonging to the Customer and in accordance with and to the extent expressly authorized in these Standard License Terms and NOT for designing Application Software, the transference of the user rights to a third party, especially the granting of Sub-licenses, or to multiply, with the exception of for the licensed use essential software-multiplication. The distribution of the piece of Software provided by IN to the customer in terms of redistribution is allowed in the terms described in section 8 ofh the Standard License Terms. These Terms do not apply for the multiplication of the piece of Software including a backup copy of the piece. After the redistribution, all copies of the Software for the customer are to be deleted on the data-volumes and Computers.

3.6 CPU License

In these Standard License Terms, a "CPU license" referes to a license entitling the Customer only to a single installation of the Software on a defined CPU and to operate the Software only on this CPU and not load or run more than one copy or version of the copy at a single time, and in accordance with and to the extent expressly authorized in these Standard License Terms. An identification of the CPU occurs over a network address (MAC address) of the system.

3.7 Floating License

In these Standard License Terms, a "Floating License" referes to a software license to use Software on a Network in accordance with and to the extent expressly authorized in these Standard License Terms, but only up to the maximum number of simultaneous Multiple Users stipulated in the Program Certificate.

3.8 Application Software

In these Standard License Terms, "Application Software" referes to software that the user designs directly as authorized under a Development License and that processes data for the user by the user's entering data and commands.

3.9 Price List

In these Standard License Terms, the term "Price List" referes to the at the time currently valid price list for IN products.

3.10 License Key / Contract DocumentsIn the License Key, the type and number of licenses, date of issue, the validity of the license, a customer and project identification, and the identification of the program are established. Both the standard license terms and the license key as well as written quotations, order confirmations, price list and framework agreements are part of the contract between the parties.

3.11 Hardware

In these Standard License Terms, "Hardware" referes to the equipment or machinery of computer systems delivered under the Agreement to the Customer by or on behalf of IN, whether such equipment or machinery is delivered in totality or one or more parts.

3.12 Multiple Use or Multiple Users

In Terms, the term "Multiple Use" refers to simultaneous multiple and parallel use of Software by means of simultaneous multiple and parallel running and start-up of functions of Software installed on one or more CPUs. "Multiple Use" also refers to simultaneous multiple and parallel use of Software by means these Standard License of simultaneous multiple and parallel operation and running of Software and use of Software functions. Technically, numerous Multiple Uses can occur simultaneously on one CPU. The implementation of the Software and the introduction of Multiple Use is possible on a system- or user-dependent basis.

4 Delivery

4.1 Delivering the Software

Following the Customer's written order for and the parties' agreement on the terms and conditions of the Customer's use of Software, IN will deliver the Software to the Customer in machine-readable form (object code) along with the Software Documentation. The customer receives a License Key with the delivery of the Software, that grads him access to the Software for a time-span determined by the IN. (The "license key request" form and the Program Certificate must be signed by the Customer promptly on receiving the Software and returned completed, prior to the Customer engaging in any use of the Software. In the "license key request" form, the Customer shall identify by number and specifically describe the CPUs or the Network on which it wishes to install and operate the Software. On or after delivery of the Software, the Customer also will receive a license key allowing it temporary use of the Software for a term stipulated by IN. Once the Customer has returned its completed "license key request" form and signed and returned the Program Certificate and has paid in full the license fee due as well as any other payments owed by it, IN will send the license key for the stipulated use of the Software. IN is thus entitled to refuse to issue the license key entitling the Customer to the stipulated use of the Software when the Customer has not returned the completed "license key request" form or has not signed the Program Certificate or has not paid the license fee due and any other payments owed by the Customer.)

4.2 License key

IN is entiled to take any precautions deemed appropriate by IN in connection with the Software to be licensed, whether by way of the license key or otherwise, to protect the Software against usage by the Customer or a third party in breach of the Agreement or otherwise in an unlawful manner.

4.3 Delivering the Hardware

4.3.1 Either IN itself or a third party (for example, the manufacturer or a forwarding agent) shall deliver the Hardware at the Customer's own risk and cost to the Customer's address as stipulated in one or more of the Other Contract Documents. IN or such third party will deliver the Hardware to another Customer address (delivery address) only if a prior agreement has been made between the parties to the Agreement.

4.3.2 The features and operating conditions of the Hardware provided under the Agreement are set forth in the relevant manufacturer's written specifications and guidelines or in the manufacturer's documented technical releases and specifications, as furnished to the Customer by IN prior to the effect of the Agreement. Further details regarding the features or operating conditions may be found in the Hardware Documentation delivered along with the Hardware.

4.3.3 The Customer is not permitted to produce copies of the Hardware Documentation or the manufacturer's written specifications and guidelines, documented technical releases and specifications described in item 4.3.2. or any other materials or documentation provided or made available by the manufacturer without the written consent of the manufacturer.

4.3.4 The Customer is responsible for installing, operating and maintaining the Hardware, and shall do so in accordance with the Hardware Documentation, except to the extent that the Customer and IN agree in a separate agreement that installation will be carried out by IN, which separate agreement shall be made in accordance with item 5 of these Standard License Terms.

4.3.5 The Customer is responsible for ensuring that the operating conditions (including, without limitation, power supply, space and air conditioning) related to the operation and maintenance of the Hardware comply with and are promptly provided in accordance with the Hardware Documentation. In addition, the Customer shall be responsible, at its sole expense, for procuring, operating, and maintaining the computer hardware, systems software and other third party software, data feeds, telecommunications, networks, peripherals and other items and services which compose the recommended configuration (as updated from time to time by IN) and otherwise are necessary or appropriate to utilize the Hardware. The Customer shall independently, at its own expense, enter into and maintain any and all agreements for the installation, operation, use, and maintenance of all third party services and products during the term of the Agreement.

4.3.7 The Customer shall have no rights to install, operate, use or maintain any Hardware or Hardware Documentation and no rights to possession of any Hardware unless and until the Customer has paid in full the fee invoiced therefor and all other amounts due therefor.

4.4 Transfer of risk

When the Hardware, or the medium on which the Software is stored, is passed on from IN or another third party (for example, the manufacturer) to the carrier / forwarding agent, then the risk of loss related to the Hardware, medium, and Software immediately is transferred to the Customer as in Article 447 of the German Civil Code (BGB).

4.5 Delivery dates

4.5.1 Delivery dates shall be separately established and confirmed in writing by IN or agreed upon in writing by the parties in the Other Contract Documents and, only upon such confirmation or agreement, shall be legally binding.

4.5.2 IN's obligation to adhere to Software and Hardware delivery dates is subject to the Customer's fulfillment of its duty to make payment in advance and the Customer's timely and reasonable cooperation and assistance with such delivery. Any failure by the Customer to perform the foregoing obligations automatically shall extend all delivery dates by the amount of delay caused by the Customer.

4.5.3 Subject to item 4.5.2., if IN fails to deliver Hardware or Software by the agreed upon delivery date, the Customer has to notify IN of such failure and has to stipulate a reasonable period of time thereafter for IN to deliver the Hardware or Software. Should this new delivery date pass without delivery of material Software or Hardware, subject to the terms of the Agreement, including, without limitation, item 4.5.2. of these Standard License Terms, the Customer will be entitled to terminate the Agreement as set forth therein.

4.5.4 In the event that IN informs the Customer of Hardware or Software delivery problems with IN's suppliers, which problems may result in delivery delays or non-delivery, IN shall be released from its duty to deliver the Hardware or Software to the extent that the Hardware or Software, despite IN's reasonable efforts, is not supplied according to the contracts between it or its licensors and the suppliers, is supplied late, or is not supplied at all. IN will exercise commercially reasonable efforts to inform the Customer about such events as soon as they are known. If IN is released from its duty to deliver Hardware or Software in accordance with this item 4.5.4, then the Customer shall not be liable to make payment for the delivery of such Hardware or Software to the extent such is not delivered. Any payments made by the Customer for Hardware or Software that is not delivered to the Customer shall be reimbursed by IN.

4.5.5 The same applies for delivery delay or non-delivery according to force majeure or other events outside the area of influence of the IN (Nature catastrophe, War, Strikes, and lockout.

5 Additional services

IN shall only provide services beyond the delivery of the Software or Hardware under and as set forth in the Agreement, which services may include, for example, instruction, installation, adaptation, maintenance and training, if and to the extent such provision of such services is additionally and separately agreed upon by the Customer and IN in writing.

6 Scope of use I terms of use

6.1. General terms of use

6.1.1 The scope of use of the Software is dependent on the type of license granted by IN. In any event, the Customer may only use the Software and Software Documentation in the ordinary course of its business operations and for its own business purposes.

6.1.2   Under a Runtime License or Development License, IN grants to the Customer, and the Customer accepts, a non-exclusive, non-transferable, limited scope, perpetual license to use the Software in machine-readable form (object code) and the Documentation, all subject to the terms of the Agreement, including without limitation these Standard License Terms. "Documentation" as used herein include the Software Documentation, the Application Documentation (to the extent the Customer is granted a Development License) and the Program Certificate and license key provided by IN.

6.1.3   Any installation, loading, running or copying for back-up of the Software by the Customer permitted under these Standard License Terms shall be limited to that undertaken within the scope of use set forth in the Agreement.

6.1.4   The Customer's right to use the Software is limited to the Software's object code. IN is not obliged to provide the Customer with, and the Customer shall have no rights to use, the Software's source code.

6.1.5   Duplication of the Software and Documentation, especially through the use of electromagnetic, optoelectronic or other means or media, is prohibited, except that the Customer may reproduce the Software (a) to the extent it is automatically electronically done in the process of a single installation of the Software onto the designated CPU, (b) to the extent it is automatically electronically done in the course of downloading or printing data from the running Software as used in accordance with and as permitted under these Standard license Terms, and (c) to the extent necessary to create one back-up copy (for use strictly in accordance with the Agreement).

6.1.6   Translation, processing, adaptation, modification, rearrangement, creation of derivative works based upon, and redesign of the Software is strictly prohibited, as is duplication of the results generated by the Software. The Customer is also prohibited from reengineering, reassembling, reverse engineering or decompiling the Software's object code and from processing it in any way. Except as stated in item 6.3.3. under Development licenses, the Customer shall not combine or merge any part of the Software or Documentation with or into any other software or documentation.

6.1.7   The Customer shall not refer to or otherwise use any Software, Documentation or any other proprietary item of IN as part of any effort either to develop software or any program having functional attributes, visual expressions or other features similar to those of the Software or to compete with IN.

6.1.8   A purchase of rights on the Software surpassing or bypassing these terms of the Standard License Terms has no connected to this userright granting.Furthermore, the IN reservse all Rights on distribution, exposition, demonstration, displaying and publishing its software. (

6.1.9   In particular, the customer is prohibited to admit himself to sub-licenses on the Software with the exception of a written and signed agreement provided by the IN.

6.2   Runtime license

6.2.1   IN grants to the Customer, and the Customer accepts, a Runtime License either in the form of a CPU License or in the form of a Floating license, to the extent set forth and as set forth in the Program Certificate and these Standard License Terms.

6.2.2   CPU License

To the extent that IN grants a license to the Software in the form of a CPU license, the Customer is entitled only to a single installation of the Software and to operation and use of the Software simultaneously on one specified CPU. The Customer has the right to change the CPU and to use the Software and the output data on another CPU of the same type, provided the customer informs IN in writing of this in advance and the installed Software and all resident output related thereto are deleted from the previously used CPU so that recovery is not possible. The Customer is prohibited from continuing to use the Software on the CPU used before the change.

6.2.3   Floating License

To the extent that IN grants a license to the Software in the form of a Floating License, the customer is entitled to use the Software only in accordance with these Standard License Terms on CPUs connected to the defined Network and appropriate under the circumstances pursuant to the Program Certificate, provided that the number of Multiple Users stated in the Program Certificate may not be exceeded. If the Customer is granted a Floating License and desires to increase the number of Multiple Users, it must inform IN of this in writing without delay and apply for an extension of the Floating License. Extended Multiple Use in the Network will be permitted once an appropriate extension of the Agreement is determined by IN and the Customer pays in full the agreed fee for the extension of the license.

6.3   Development License

6.3.1   IN provides a Developement License in form of Software Libraries of a CPU License or Floating License.

6.3.2   To the extent the Customer is granted a Development License to the Software, the Customer is entitled to use the Software either in the form of a CPU License, on the stipulated CPU, or a Floating License, in the Network within the framework of the number of Multiple Uses, as stated in the Program Certificate. The Customer's use of the Software under a CPU License is subject to item 6.1. and 6.2.2. The Customer's use of the Software under a Floating License is subject to item 6.1. and 6.2.3.

6.3.3   Atop of the User-rights according to scope 6.1 and 6.2, under the Development License IN grants to the Customer a non-exclusive, non-transferable, limited scope, perpetual license to use the Software for developing Application Software with the help of the tools provided in the Software licensed by IN and to combine it with other computer programs exclusively for this purpose. The "Application Documentation" contains a description of the interfaces intended for this purpose. The Customer is, however, prohibited from using the Development License to create Application Software which has the same or substantially similar objective, features, or field of application as the Software.

6.3.4   The Customer is prohibited from transferring its rights of use to the Development License to third parties, be it in full or in part, and from granting third parties corresponding rights of use. The Customer is only authorized to grant rights of use to third parties in or to the Application Software created by the Customer under these Standard License Terms.

7   Test period

7.1   IN may provide the Customer with the Software free of charge for a trial period for a period stated in the Program Certificate. The test period begins when IN delivers to the Customer the Software and ends on the date stated in the Program Certificate.

7.2   During the test period, the Customer shall have the right to review the Software to see if it is interested in licensing the Software other than on a test basis. During the test period, the Software may only be used in accordance with, and the Customer shall be bound by item 6 of these Standard License Terms. Operative use is strictly prohibited.

7.3   At the end of the test period, as stated in the Program Certificate, the Customer shall completely delete all versions and copies (whether made with or without authority) of the Software, wherever residing and in whatever media, so that, among others, it is not possible to reproduce, in whole or in part, the Software or output data. The Customer shall confirm deletion of the Software with IN in writing within one week following the end of the test period.

8   Transfer of Software, Subleasing of Software, copyright notices

8.1   Copyright notices, serial numbers, product designations and other features appearing in or on the Software or media containing the Software or serving as program identification may not be removed or altered.

8.2   The Customer is prohibited from sub leasing the Software and the Documentation.

8.3   The Customer shall not make any transfer, assignment or conveyance of any Software and Documentation to any person (the "Recipient") unless and until:
a) it has deleted completely all versions and copies (whether made with or without authority) of the Software, wherever residing and in whatever media, so that, among others, they cannot be recovered, in whole or in part,
b) the Recipient agrees in writing with the Customer for the benefit of IN to be bound legally to the terms and conditions of the Agreement, including without limitation these Standard License Terms. However, an agreement comes into effect only between the Customer and the Recipient and not between IN and the Recipient,
c) this written agreement between the Customer and the Recipient is delivered to IN by the Customer, and
d) the Customer has handed over the Software transferred, conveyed, or assigned and the related Documentation to the Recipient and has not withheld any copies.

9   Fees

9.1   Subject to full payment of the fee and alt other amounts due under the Agreement, IN grants to the Customer the applicable rights set forth in item 6 of these Standard License Terms and the rights of possession of the medium on which the Software is stored or possession of the Hardware delivered by IN to the Customer.

9.2   The fees and other amounts invoiced to the Customer by IN are due and payable to IN within 30 days after the invoice date. In the event of a default of payment on the part of the customer, IN is entitled to charge interest in arrears to the statutory amount provided for in Article 288 of the German Civil Code, provided IN does not produce evidence of higher damages.

9.3   For each breach by the Customer of the provisions of item 6 of these Standard License Terms, to the extent that the action or use causing the breach has a corresponding fee as set forth in the Price List, the Customer must pay to IN a penalty amounting to 150% of the fee that would be due in accordance with the Price List for such action or use, (which payment shall not prohibit or limit IN's right to pursue any and all other remedies available to IN at law or In equity therefor.)

9.4   The fees and other amounts payable by the Customer here-under do not include taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software, Hardware, or Documentation delivered to the Customer, the licenses granted under these Standard License Terms or the services provided under these Standard License Terms, or otherwise assessed or imposed in connection with transactions contemplated by these Standard license Terms, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon IN's net income. The Customer shall directly pay such taxes assessed against it, and the Customer shall promptly reimburse IN for any such taxes payable or collect able by IN.

9.5   In so far as the Customer is based outside the Federal Republic of Germany, he is bound to observe the sales tax on imports of the European Union. The Customer must give IN details of his tax identification number and, if applicable, inform of any change without solicitation. On request the Customer is obliged to give information about his capacity as a company, the application and transport of the supplied goods as well as to provide statistical details as the regulations require.

9.6   Furthermore, the Customer is obliged to compensate IN for costs IN incurs due to missing or incomplete information regarding sales tax on imports.

9.7   IN accepts no liability for the consequences of unsatisfactory or missing information from the Customer regarding sales tax on imports, unless IN, its legal representatives or executives, through intentional misconduct or gross negligence, have failed to fulfill their duties.

10   Offsetting payment end general lien

10.1   The Customer may only have the right of offset with respect to claims and amounts due IN related to or under these Standard License Terms if the Customer's claim or the amount due is indisputable or legally determined to be res judicata.

10.2   The Customer may only have a right to lien for Customer's counterclaims arising from the same Agreement upon which the claim from IN is based on.

11   Term of the Agreement

11.1   The licenses granted hereunder to the Customer for the use of the Software are of unlimited duration, except as provided in item 11.2 or as otherwise agreed by IN and the Customer In writing.

11.2   The Customer's right to use the Software and Documentation as provided under these Standard License Terms shall terminate immediately upon the Customer's material breach of these Standard License Terms. IN is not required to give notice of termination of the right to use the Software and Documentation. Without limiting anything else, in the event of a material breach of the Customer, the Customer waives any and all rights to any and all amounts paid or due, but not paid, under or related to the Software and Documentation. The amounts paid by the Customer represent the contractual penalty for the breach of these Standard License Terms. This does not rule out subsequent claims for damages by IN. Without limiting anything else, any violation of the right of use granted to the Customer under item 6 of these Standard License Terms, the provisions of item 8 or item 21.1 of these Standard License Terms shall be deemed a material breach of these Standard License Terms.

11.3   Upon termination of the Software licenses pursuant to item 11.2, the Customer shall promptly return to IN the Software and the medium on which it was delivered to the Customer, and all copies thereof, and shall promptly completely delete all other versions and copies (whether made with or without authority) of the Software, wherever residing and in whatever media, so that, among others, the Software can never be recovered, in whole or in part.

12   Duty to examine and to report Defects and obligation to provide Information

12.1   The Customer shall examine the Software and Hardware delivered, including the Documentation, within 8 working days after shipment, in particular, among others, regarding the completeness of the shipment, including manuals, the correct condition of the Software and Hardware, and condition as required of the Software and Hardware by the Agreement, as well as the basic functions of essential Hardware and Software elements. IN must be informed in writing within 3 further working days (after the initial 8-day period) of any Defects identified or identifiable. The notification of Defects must contain a detailed description of the Defects and must observe the specifications of a Defect form created by IN, if enclosed with the delivery.

12.2   Defects which are not identifiable within the limits of the proper examination described in item 12.1 must be reported to IN in writing 8 working days after their discovery, but In no event more than one year after delivery to the Customer of the Software or Hardware that is the subject of the Defect, in compliance with the requirements regarding notification of a Defect stated in items 12.1. and. 15.2.

12.3   The Customer shall be deemed to have accepted the Software, Hardware and Documentation, unless during that period, a Defect is present and the Customer reports the Defect as required under this item 12.

12.4   The Customer shall always inform IN in writing of the Software product release number or version it is currently using. IN must be informed by the Customer in writing without delay of a change in the product release number or version. The Customer shall in particular immediately inform IN in writing stating the software product release number or version as soon as the Customer operatively uses the software in systems critical to operational safety or human life or health.

13   Hardware or Software Defects

"Defects" in Hardware or Software for the purposes of these Standard license Terms are defined as deviations to the quality of the Hardware or Software agreed between the parties in writing in the Documentation and the Other Contract Documents. Recommendations in public, remarks from the manufacturer and his agents and the advertising from the manufacturer do not amount to a contractually binding quality specification of the Hardware or Software. To the extent the quality of the Hardware or Software is not specified in the Documentation or the Other Contract Documents, a Defect to Hardware or Software only exists if it is unsuitable for the use as described in the Agreement. Otherwise a Defect is only present if the Hardware or Software is unsuitable for the prescribed use or does not possess the quality expected of comparable products which customers of comparable products can expect to receive. A defect is also present when the wrong item is supplied or an incomplete quantity is delivered.

14   Data Back-up

14.1   The Customer is obliged to regularly carry out and create methods of backing up stored data in accordance with the current state of the art and technology at the time. Data back-up covers the entire software system (including, without limitation, the Software and Hardware) and the regular back-up of master and transaction data and must be carried out in accordance with the principles of correct data processing.

14.2   The Customer is also obliged to have all data used or attained in connection with the Software ready as back-up copies separated logically and physically from the computer in machine-readable form, so that lost data can be reconstructed with an acceptable amount of effort.

14.3   If the Software or data maintained by the Software is accessible through the Internet or other networked environment, the Customer shall maintain, in connection with the Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

14.4   In a scope always corresponding to the current state of the art and technology, the Customer shall guarantee that the software and development environment it uses is free of viruses and other malicious code.

15   Warranty

15.1   Period of warranty

IN warrants that the Software or Hardware will be free of Defects present at the transfer of risk, for a fixed period of one year calculated from the date of delivery of the Software or Hardware by IN to the Customer, subject to the terms of this item 15 and items 12, 13 and 16.

15.2 The Customer's obligations to co-operate

The Customer shall give a proper notice of Defects, as described in item 12 and shall state what effect the Defect has and under what circumstances it arose. The Customer shall provide all reasonable assistance and support to IN in IN's determining and eliminating Defects. On request of IN, the Customer shall create and print out information related to the Defect and the Customer's discovery thereof and, by providing any further information, shall support the error analysis and elimination work as well as permit immediate examination of documents in which more details about the reported Defect can be found. The Customer shall name a contact in its company who can supply the necessary information and co-operates in line with the obligations of it described in item 15.2.

15.3 Subsequent compliance

IN is entitled to remedy Software and Hardware Defects as well as Defects in Documentation - in several attempts if necessary - through means of additional deliveries (deliveries of Defect-free Hardware or Software) or by rectifying (removal of) Defects. IN is entitled to refuse such subsequent performance when this is only possible with disproportional costs for IN or when the Defect is insignificant, or in particular, when the Defect has an insignificant effect on the Hardware or Software. If IN delivers Defect-free Hardware or Software for the purpose of subsequent performance, the Customer is then obliged to immediately return to IN the Defective Hardware or Software (including the original media and alt copies of such) and to completely delete the Defective Software and alt files made with the Defective Software in all memory stores so that the files cannot be reconstructed.

15.4 Cancellation of Agreement / redhibition

If, without a legitimate reason, IN genuinely and conclusively refuses to undertake efforts to cure any Defects or if IN falls to cure any Defects, then the Customer is entitled to terminate the Agreement or to reduce the amount of the fee. Subsequent performance is deemed to be not successful after the second attempt has failed to remedy the Defect, unless the Software or Hardware, the kind of Defect or other circumstances give IN the right to undertake more attempts. IN may especially make a further attempt at subsequent performance if (a) IN had referred to other potential solutions to remedy the Defect already before the last attempt to remedy the Defect was made and had mentioned the possible risk of the attempt failing, provided the Customer accepts IN's proposal on how to proceed and that the further attempt takes place without delay, or if (b) IN, on request from the Customer, deviates from the original proposal to remedy the Defect made by IN or (c) when further attempts at subsequent performance are made in time before the planned first use of the Software or the Hardware. The Customer is not allowed to terminate the Agreement if the Defect is insignificant or has an insignificant effect on the use of the Hardware or Software agreed upon between the parties.

15.5 Reimbursement of expenses

To the extent any the Customer-reported Defects are not attributable to IN, and IN performs work or services to attempt to remedy the Defects, then the Customer shall reimburse IN at the rates of the currently valid Price List at that time for the resulting work time, or, if such rates do not appear in the Price List, at IN's then current rates, and the arising costs (in particular travel expenses) incurred by IN by the Customer.

15.6 Cessation of the warranty obligation

IN shall have no liability under the provisions of the Agreement with respect to warranty to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with third party software (other than indicated in the recommended configuration) or any use of the Software in hardware or software environments not set forth in the Program Certificate.

15.7 Exclusion of the warranty

Without limiting anything else, The Customer's warranty rights regarding a Defect are void if the Customer is aware of the Defect on or before delivery of the Hardware, Software or Documentation or if the Defect has remained unknown to the Customer due to reasons of the Customer's gross negligence. There shall be no warranty for test software as described in item 7 of these Standard License Terms.

15.8 Warranty for deficiency of title

The warranty for deficiency of title is governed by item 17 of these Standard License Terms.

15.9 Exclusive remedy

The remedies set forth in this item 15 shall be the sole and exclusive remedies available to the Customer for Defects in the Software, Hardware, and Documentation. The remedies set forth in item 17 shall be the sole and exclusive remedies available to the Customer for claims of intellectual property infringement related to the Software, Hardware, and Documentation.

15.10 Item 18 of these Standard License Terms remains unaffected.

16 Manufacturer's guarantee

If the Hardware manufacturer gives a (including in particular, but without limitation a non Independent) guarantee for the Hardware delivered by IN to the Customer, IN shall pass on this guarantee to the Customer. The Customer shall bindingly sign any guarantee card provided with regard to the Hardware and shall return it to IN. To safeguard guarantee claims the Customer shall directly contact the manufacturer in the event of errors / Defects arising which fall under the guarantee and while doing so shall observe the provisions of the guarantee of the relevant manufacturer, in particular regarding the intactness of the Hardware, the way of reporting Defects and the like. In the event of an error or Defect arising which falls under the manufacturer's guarantee, the Customer shall in each case also inform IN with regard to the possible assertion of guarantee claims and shall keep IN up to date on the manufacturer's processing of the guarantee. Manufacturer guarantees do not constitute a guarantee concession by IN.

17 Third party rights / Warranty for deficiency of title

17.1 If a third party asserts valid claims against the Customer or IN due to an infringement of intellectual property rights such as copyright through the Customer's authorized use of the Software in accordance with the Documentation and the Standard License Terms delivered by IN, and if the Customer's use of the Software is impeded or prohibited because of this, IN (a) may process and alter the Software at its own choice and own expense in such a way that no rights are infringed anymore, but that the Software nevertheless essentially corresponds to the agreed specifications therefor, or (b) shall release the Customer from the license fees due for the use of the infringing portion of the Software. If this is not possible under reasonable conditions, IN or the Customer may terminate the Agreement with respect to the infringing portion of the Software and IN is obliged to reimburse the fee paid by the Customer with respect to the infringing portion of the Software, less a reasonable rental charge calculated by dividing the license fees paid by a depreciated life of one-sixtieth and retaining the portion equivalent to those months in which the Customer has use and enjoyment of the Software. The Customer's right to reduce the fee as described in item 15.4 of these Standard License Terms In this case is excluded.

17.2 IN's liability under item 17.1 is contingent upon the Customer immediately informing IN in writing of such third party claims of infringement, the Customer not acknowledging or suggesting the veracity of the infringement claimed and the Customer tendering sole defense and settlement of the claim to IN or, If this is not possible, the Customer conducting all out-of-court and legal disputes only in agreement with IN and providing all reasonable cooperation and assistance to IN in its defense of such claims. If the Customer suspends the use of the Software in order to reduce the potential damage or for other reasons, the Customer is obliged to point out to the third party that this conduct does not represent any acknowledgement or suggestion regarding the veracity of the infringement claim.

17.3 The obligations of IN under item 17.1 of these Standard license Terms are not applicable if the Customer itself is liable for the infringement, in particular if rights are infringed because of the Software delivered by IN not being used in the valid, unchanged original version or being used under application conditions other than those stated in the Program Certificate or because of the Software being processed or changed by the Customer or being combined with programs or data provided by the Customer.

17.4 Item 15.3, sentence 3, items 15.6 and 15.7 of these Standard license Terms are correspondingly valid. Item 18 of these Standard License Terms remains unaffected.

18 Liability

18.1 IN is fully liable under the Agreement or re la ted to Software or Hardware for damages concerning loss of life, injury or damage to health which are caused through intentional misconduct or through negligence by IN, IN's legal representatives, or executives.

18.2 IN is fully liable under the Agreement or related to Software or Hardware for other damages which are caused through intentional misconduct or through gross negligence by IN, or IN's legal representatives or executives.

18.3 IN is liable under the Agreement or related to Software or Hardware for other damages which are caused by infringement of an essential obligation (cardinal obligation) of IN under the Agreement, unless IN by virtue of commercial practices can exempt itself from the respective liability, whereby the level of compensation is limited to the cost of replacement of foreseeable damages typical to the Agreement. Liability for damages is otherwise excluded.

18.4 Liability under the Agreement or related to Software or Hardware for the lack of assured features (guarantee), malicious intent, as well as liability in accordance with the Product liability Act remain unaffected by the provisions stated in item 18.1, 18.2 and 18.3.

18.5 In the event of data loss or destruction, IN is only liable if the Customer has not violated its data back-up obligation as described in item 14 of these Standard License Terms. Otherwise Items 18.1 to 18.4 of the Standard License Terms apply.

18.6 Contributory negligence on the part of the Customer, for example the Customer's insufficient performance of his obligations to cooperate, Customer's organisational error or insufficient data backup in accordance with Item 14 of these Standard license Terms must be appropriated to the Customer.

18.7 The Customer is obliged to immediately notify IN in writing of any damages or to have IN record them so that IN is informed as soon as possible and if required can work on reducing the damages together with the Customer.

19 Period of limitation for warranty claims

Any and all warranty claims by the Customer including claims for damages due to a material Defect or deficiency of title of the Hardware or Software or Documentation shall be brought within one year after delivery by IN to the Customer. Customer's right to terminate the Agreement must also be exercised within the same period of limitation.

20 Period of limitation for other claims for damages or replacement of expenses

20.1 Any and all claims by the Customer for damages due to violation of IN's duties and obligations other than due to a material Defect or deficiency of title of the Software or Hardware shall be brought within 18 months calculated from the legal start of the limitation period for these claims; provided, however, that this limitation shall not apply to claims concerning danger to life, limb or health or based on intentional misconduct or gross negligence by IN, its legal representatives or executives.

20.2 The period of limitation for the Customer's claims for compensation of futile expenses instead of claims for damages as a substitute for performance is in accordance with the period of limitation for the respective appropriate claims for damages. Claims for compensation of futile expenses shall be limited to that which a reasonable third party would have incurred under the same circumstances.

21 Final provisions

21.1 Confidentiality

The Customer is obliged to protect with due care the Software, Hardware and Documentation, (in particular, but without limitation the separately sent interface description and the back-up copy) from unauthorized knowledge of third parties; this also includes the knowledge of unauthorized employees. The Customer releases IN from damages resulting from infringements of this confidentiality obligation.

21.2 Other Limitations

The warranties made by IN under these Standard License Terms, and the obligations of IN under the Agreement, run only to the Customer and not to its affiliates, customers, or any other persons. Under no circumstances shall any affiliate or customer of the Customer or any other person or entity be considered a third party beneficiary of the Agreement or otherwise entitled to any rights or remedies under the Agreement, even if such persons or entities are provided access to the Software or data maintained by the Software. The Customer shall have no rights or remedies against IN except as specifically provided for in these Standard License Terms.

21.3 Amendments and supplements

Amendments and supplements to this Agreement are only effective as between the parties if they are set forth in a writing signed by both parties.

21.4 Place of performance

The place of performance is Kornwestheim.

21.5 Jurisdiction

In any action relating to or arising under the Agreement, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Courts in Stuttgart.

21.6 Choice of law

This Agreement is subject to German law, in particular but without limitation to the German Civil Code and the German Commercial Code. The application of the Viennese UN Convention on Contracts for the International Sale of Goods shall not apply.

21.7 Salvatorian clause

If any term or provision of these Standard License Terms is held to any extent unenforceable, invalid or prohibited under law, then the legal effectiveness of the remaining terms and provisions shall not be effected. IN and the Customer agree that the invalid, unenforceable or legally prohibited terms and provisions shall be replaced by terms and provisions which are economically and legally closest to the invalid, prohibited or unenforceable terms and provisions. The same is true in the case of a loophole in the provisions.