

The user of this software accepts and agrees to be bound by the provisions of the agreement set out below as Licensee of the Licensor K15t Software Unternehmergeellschaft (haftungsbeschränkt), Rosenbergstr. 58, 70176 Stuttgart, Germany. If the Licensee does not agree with the terms and conditions, the Licensee must not use or permit the use of the software.

1. Preamble

The Licensor is specialized in developing software products. Currently, the product Scroll which exports pages from a wiki for proper technical documentation is available on the market.

2. Definitions

- 2.1. **Product:** The Licensor's software product is Scroll. The licensed material shall also include updates of such licensed material that the Licensor may make available to the Licensee during the term of this Agreement.
- 2.2. **Documentation:** The complete factual and technical description of the licensed material in electronic and/or printed form.
- 2.3. **Key Functions:** The functions of the Product.
- 2.4. **User:** One individual using a copy of the Product on the Licensee's server.
- 2.5. **License Fee:** The remuneration for the use of the Product.

3. Performance of the Licensor

3.1. Granting of rights

The Licensor shall grant to the Licensee a perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable right of use of the Product and the Documentation for the term of this Agreement.

3.2. Delivery/Installation

- 3.2.1. Upon receipt of Licensee Fee from Licensee, Licensor will supply the Licensee with the Product via electronic download.
- 3.2.2. The installation of the Product shall be conducted by the Licensee. The Licensor shall advise and support the Licensee in preparing the installation. It is the Licensee's duty to observe the Licensor's instructions and/or to clarify the installation conditions with the Licensor in due time and comprehensively, in order to be able to carry out the installation smoothly and speedily.

3.3. Documentation

Along with the delivery and/or installation of the Product, the Licensor shall submit the Documentation in duplicate. The rights of use of the Documentation are subject to the rights of use of the Product.

3.4. Service

- 3.4.1. For the term of this Agreement (twelve (12) months), the Licensor shall – unless such performance cannot be reasonably expected – service the Product on the Licensee’s request, especially by providing updates of the Product to the Licensee. Additional service performance for twelve (12) further months is available for the release of the then-current Product for a fee as detailed in a price list under <http://www.k15t.com>.
- 3.4.2. Any further service performance shall only be rendered on the basis of a service agreement between the Licensor and the Licensee to be concluded separately. However, the Licensee has the right to resort to support in due form provided by the Licensor as detailed under <http://www.k15t.com>.

4. Performance of the Licensee

4.1. License Fee

On the conclusion of this Agreement, the Licensee shall pay a one-time license fee (“lump sum”) to the Licensor as detailed in the price list under <http://www.k15t.com>.

4.2. Terms of payment/Default

The License Fee shall be due within thirty (30) calendar days upon invoice date, plus statutory sales tax. In case of default in payment, the Licensor may – without the need to provide any further evidence – demand interest in the amount of 10% above the base rate (sec. 247 German Civil Code). The Licensor expressly reserves its right to assert any further claims.

4.3. Update packages

The Licensee shall install without delay, at the latest within forty-five (45) calendar days update packages provided by the Licensor to fix security issues or bugs to avoid or mitigate claims addressed by sec. 7 and 8.

5. Rights in the Product

With the exception of the granting of rights pursuant to sec. 3.1 the Licensor shall remain the owner of all the rights in the Product and the Documentation, even though the Licensee may modify the Product or the Documentation or combine the Product with own or third parties’ programs.

6. Third party property rights

- 6.1. The Licensor is liable for the Product to be free of any third parties’ rights that would restrict or exclude the use in accordance with the contracted scope.
- 6.2. The Licensor shall indemnify the Licensee in the event of the assertion of any such claims by third parties against any costs and damage payments imposed with final and binding effect, on the condition that
 - 6.2.1. the Licensee informed the Licensor immediately in writing about the assertion of such a claim,
 - 6.2.2. the Licensor has the total control of the defense and the actions related thereto, and
 - 6.2.3. the Licensee gives the Licensor the required support, information and authority for conducting the above-mentioned actions.

7. Warranty

- 7.1. The Licensor warrants that the Product will substantially provide the Key Functions and meet the acknowledged state of the art, and that it will be free of defects deteriorating or decreasing the value or the fitness for the customary or the contractually agreed use. The warranty does not include such damages and/or disturbances that are caused by the Licensee's negligent breach of any provisions of this Agreement. On the Licensor's request, the Licensee shall make every effort to support the Licensor in determining and removing the respective defect.
- 7.2. The warranty period of the Licensor is twelve (12) months with the exception of claims under the Product Liability Act, other producers' liability or in cases of intent, gross negligence, the lack of guaranteed quality or the violation of essential contractual obligations or the injury of life, body or health. This provision does not shift the statutory burden of proof.

8. Liability

- 8.1. Under any claim the liability of the Licensor under this agreement shall be excluded. As far as the liability is excluded or limited, this exclusion or limitation also includes the personal liability of employees, legal representatives and vicarious agents. This Limitation of liability shall not apply as far as the Licensor is liable under the Product Liability Act, other producers' liability or in cases of intent, gross negligence, the lack of guaranteed quality, or the violation of essential contractual obligations or the injury of life, body or health. This provision does not shift the statutory burden of proof.
- 8.2. As far as the Licensor infringes essential contractual obligations of this contract, except the injury of life, body or health, in slight negligence, the liability shall be limited to damages that have to be reckoned with to typically occur. **The liability for the infringement of essential contractual obligations of this contract shall be also limited to 1,000,000 € per claim;** this limitation shall not apply where damages are covered by the business liability insurance of the Licensor. The Licensor agrees to maintain the existing coverage when the contract was concluded.
- 8.3. The period of limitation for such liability shall be limited to two years with the exception of claims under the Product Liability Act, other producers' liability or in cases of intent, gross negligence, the lack of guaranteed quality, or the violation of essential contractual obligations or the injury of life, body or health. This provision does not shift the statutory burden of proof.

9. Confidentiality

- 9.1. Both parties undertake towards each other not to disclose to any third parties any of their know-how and operational secrets that they may come to know during the performance of this Agreement, and any know-how that is not in public domain, and to instruct their employees accordingly.
- 9.2. The Licensee grants the Licensor the right to include the Licensee as a customer in Product promotional material.
 - 9.2.1. The Licensee can deny this right at the time of the conclusion of the Agreement by submitting a request via email to sales@k15t.com, requesting to be excluded from Product promotional material.
 - 9.2.2. Should the Licensee come to be or already be included in Product promotional material, as a result of any prior license agreements where the Licensee did not request exclusion from Product promotional material, the Licensee can at any point in time, submit a written request via email to sales@k15t.com to have the Licensor remove the Licensee's name from Product promotional material. Upon receipt of such request, The Licensor will remove any reference to the Licensee from such promotional material within 30 days and make no further reference to the Licensee.

10. Termination with immediate effect

The Agreement can be terminated with immediate effect by any of the parties if waiting for the regular expiration of the Agreement cannot be reasonably expected from the party giving notice for the following reasons:

- 10.1. if the other party is in severe breach of the contractual provisions, and
- 10.2. if the consequences of such breach, especially financial consequences, have not been remedied immediately and without any explicit request to do so, or
- 10.3. if the consequences of the breach of contract cannot be remedied due to their nature, and
- 10.4. if the notice of termination with immediate effect was given no later than within three months upon the moment when the prejudiced party got reliable notice about the breach of the Agreement.

11. Winding-up of the Agreement

Upon termination of the Agreement, the Licensee is obligated to delete any Product it may have and return the Documentation.

12. Choice of law and venue

This Agreement shall be governed exclusively by German law. The application of the UN Sales Convention (CISG) is excluded. Exclusive venue for both parties shall be Stuttgart.

13. Salvatorian Clause

If any of the provisions of this Agreement should be invalid, ineffective or unenforceable, that will not affect the validity of the remaining provisions. In such a case the parties shall replace such invalid provision by mutual consent by another legally effective provision meeting the purpose of the abolished provision to the greatest extent possible. If the parties fail to reach an Agreement in this respect, any of the parties may request the court to replace the abolished provision.