



General Terms and Conditions for Temporary Use of CSG Products

I. Subject

- 1) The temporary transfer / use of software products of CAD Schroer GmbH (hereinafter referred to as: CSG) is provided in accordance with the following contractual terms and conditions. These contractual terms and conditions are not applicable to consumers within the meaning of § 13 of the German Civil Code (BGB).
- 2) The subject of the agreement is the transfer / use of the latest version of the software products of CSG specified in the offer / order confirmation, including maintenance services (troubleshooting support, possible remote maintenance, telephone service, delivery of software updates, delivery of new software versions, program documentation, access to the CSG customer portal, etc.) during the term of the agreement. With regard to the maintenance services, the *Maintenance Terms and Conditions of CAD Schroer GmbH* are applicable, with the exception of sections VII. and IX. as amended from time to time.
- 3) The customer receives a personal, non-exclusive, non-transferable, time-limited licence to use the CSG software for the term of the agreement specified in the offer / order confirmation. With regard to the type and scope of the right to use the currently

applicable software, the *General Licence Terms and Conditions for Software of CAD Schroer GmbH* are applicable.

II. Fee and payment terms

- 1) The fees for the temporary use of the CSG software are calculated on the basis of the applicable price list.
- 2) The fees shall be invoiced in advance. They are due plus statutory VAT within 10 days of invoicing without deduction, unless stipulated otherwise.
- 3) Payments are only deemed to have been made when CSG can dispose of the amount. If the customer does not comply with the payment terms then the customer shall be liable to pay interest on the relevant claim at 9% above the base interest rate in accordance with § 247 of the German Civil Code. CSG reserves the right to block access to the software in the event of late payment or to terminate the user agreement without notice in the event of repeated late payment.
- 4) The customer shall only be entitled to offset or withhold software user fees if the counter-claims were legally established or are undisputed, unless the counter-claims are based on the same legal relationship.

III. Contract term

The minimum contract term is 12 months, unless stipulated otherwise. This is stated on the order confirmation / invoice. After expiry of the stipulated minimum contract term, the term shall be extended by the stipulated term at the applicable list price, unless one party cancels in writing in a timely manner prior to the expiry date. The notice period for a minimum contract term of 12 months is 60 days. If a different minimum contract term has been stipulated then the corresponding notice period can be found on the order confirmation or invoice.

IV. Other provisions

- 1) The customer can only assign the rights arising from this agreement with the prior written consent of CSG.
- 2) Any and all amendments and additions must be stipulated in writing in order to be effective.
- 3) In all other respects, the currently applicable *General Terms and Conditions of CAD Schroer GmbH* (available at www.cad-schroer.de) are applicable.
- 4) The laws of the Federal Republic of Germany are applicable to this agreement.
- 5) If the customer is a registered trader within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law then the place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the respondent party.
- 6) If one of the aforementioned provisions is or becomes invalid or unenforceable then this shall not affect the validity of the remaining provisions.