

License Conditions of IT Process Maps GbR

- As per: January 2012 –

1. Scope of application

- 1.1. The following License Conditions govern all products provided by IT Process Maps GbR (“Licensor”) for the client (“Licensee”).
- 1.2. Target group of the products provided by IT Process Maps GbR are exclusively businesses which use these products in the framework of their professional, industrial or official business.
- 1.3. Should the client reject these License Conditions in whole or in part, this will be deemed a rejection of the quotation and a submission of a counter offer to the Licensor will be required to reactivate the quotation, which the Licensor will be free to accept, reject or negotiate.

2. Scope of the provision

- 2.1. The contractual qualities of the product are defined in the product specifications. The client will receive the applicable product specifications together with the quote or, for products which IT Process Maps GbR sells over its online shop, the specifications will be available to the client online there. With their order, the client declares that they have taken note of the contents of the relevant product specifications.
- 2.2. The products - as described in the relevant product specifications - including their documentation shall be provided electronically. As a rule, the products will be made available to the Licensee by email/ download link. Provision of the product on an electronic data medium and a printout of the documentation shall not be owed.
- 2.3. Installation and start-up of the products will be performed by the Licensee. No maintenance service beyond the repair of damages within the warranty period will be provided. The Licensor shall not be obliged to provide updates for future use.
- 2.4. Within the first year after purchasing a license, the Licensee is entitled to up to one day (7.5 person-hours) of technical support without charge. This support will be provided over the internet and by telephone. Acquisition of a license does not entitle the Licensee to receive training or consulting from the Licensor (e.g. on ITIL or a product platform).

3. Rights of use

- 3.1. Licenses to use the products are granted on a per-site basis, where a site is defined as a single company location or a cluster of adjacent company locations within one geographic region of a country. Each such site shall be entitled to use the product without limitation of time, number of users and number of copies.
- 3.2. The Licensee shall be entitled to use the product acquired for internal purposes in the form of a non-exclusive right. Internal refers to the use exclusively for the company or, where applicable, for the legally independent part of an industrial group or a concern with whom the sales contract was concluded.
- 3.3. The Licensee is entitled to alter the product in order to adapt it to their specific requirements. The rights on the remaining unchanged components of the product as originally supplied will continue to be exclusively held by the Licensor - IT Process Maps GbR. This applies in particular to property rights,

copyrights and trademark rights on the product and its documentation.

- 3.4. The number of licensed sites notwithstanding, the documentation of the Licensee’s processes created with the product may be published in read-only format throughout the Licensee’s entire organization.
 - 3.5. The Licensee shall not be allowed to further publish or distribute to unlicensed recipients, nor burden, sell, lend or lease out the product, neither as a whole nor parts thereof.
 - 3.6. Commercial sub-licensing is generally not permitted.
 - 3.7. Product adaptations necessary in order to meet company-specific requirements may be carried out. However, commercial utilization of such adaptations or of the thus modified products is subject to the Licensor’s prior consent. Utilizations without this consent are strictly prohibited and can result in claims being raised under criminal and civil laws. The Licensor will regularly enforce these claims.
 - 3.8. The license does not comprise the right to use the products or parts thereof, neither unchanged nor modified, for external business purposes. This applies in particular to consultancy projects or ITIL training which the Licensee carries out for their customers or any other third party. In such cases, the Licensee’s customers are themselves obliged to acquire a license from IT Process Maps GbR.
- ## 4. Special license conditions for included contents of ISO standards
- 4.1. Some products contain original ISO standards as documents and/ or reproduce contents of ISO standards. These documents and contents are the intellectual property of ISO and its member organizations and representatives, to which special license conditions are applicable.
 - 4.2. When obtaining a license from the Licensor (IT Process Maps GbR), the Licensee is granted the right to use the contents of the included ISO standards at a single workplace for their own company purposes without limitation of time. The Licensee may need to obtain additional licenses from an ISO member organization or its representatives to store the standard contents on an internal network.
- ## 5. Warranty
- 5.1. The Licensor guarantees that, when used, the products meet the contractual properties and quality.
 - 5.2. However, the Licensor shall not accept any liability for the products supplied meeting the Licensee’s individual requirements and purposes, nor that the products are suitable for other applications or system environments and operating systems as chosen by the Licensee unless this has been contractually agreed or is explicitly mentioned in the product specifications submitted with the quotation and is thus an integral part of the contractual agreement.
 - 5.3. Warranty claims can only be asserted if the software has been operated under the environmental conditions as specified in the product specification and if the defects reported are reproducible or can be otherwise proved.
 - 5.4. The Licensee may only assert a warranty claim on grounds of obvious defects, if these are notified in writing within two weeks from delivery of the product or detection of the defect, without prejudice to the statutory regulations concerning the requirement for commercial transactions to immediately examine and give notice of such defects.
 - 5.5. The Licensee must report the defects in writing giving a detailed and understandable description of the same and supplying all relevant information needed for error recognition and analysis. In particular, he must indicate the work stages

that led to the occurrence of the defect, its manifestation and its effects.

- 5.6. The Licensor shall, if a defect subject to warranty exists, at its option improve the defective product or provide replacement (subsequent performance). As a rule, subsequent performance is provided in the form of repair of the defect within an appropriate period of time, the Licensor being required to make all measures needed for the repair of the defect available to the Licensee.
- 5.7. Customer support services, error diagnosis of defects which clearly do not exist, correction of errors and faults which the Licensee is responsible for, as well as other corrections, alterations and additions which do not fall within the scope of the contract or are not required by law will only be provided by IT Process Maps GbR after prior consultation with the Licensee and at extra cost. This applies likewise to the repair of defects resulting from program modifications, additions or other interventions performed by the Licensee himself or by a third party.
- 5.8. Product modifications by the Licensee or a third party may release the Licensor from any warranty obligation, depending on the nature of the modifications.
- 5.9. The limitation period for claims based on material defects is – with the exception of claims for damages – 12 months.

6. Limitation of Liability

- 6.1. The Licensor shall not be liable for any damages of any kind arising out of the use of the products or other information provided to the Licensee. The information provided in the products was compiled with the greatest of diligence. It is for the guidance of the Licensee and it is incumbent upon the Licensee to evaluate this information in the context of their business to ensure its suitability and applicability and to make appropriate adjustments if these are required.

7. Licensee obligations

- 7.1. The Licensee will appoint a responsible contact authorized to take decisions on behalf of the Licensee which are binding for the Licensee or to bring about such decisions without delay. The contact person shall be at the Licensor's disposal for all necessary information.
- 7.2. The Licensee acknowledges that the products including the documentation and other documents are copyrighted.
- 7.3. The Licensee will ensure that use of the product will not go beyond the rights of use granted under the present agreement. In order to secure their legal copyright position, the Licensor is entitled to take appropriate measures in order to provide themselves with, or request from the Licensee proof of compliance with the scope of license agreed under the present agreement. Non-adherence to these provisions shall entitle the Licensor to termination without notice of the contract of use.
- 7.4. Moreover, the Licensee will inform the Licensor without delay if they are aware of any risk or incidence of unauthorized access in their area.

8. Final provisions

- 8.1. If any provision of these License Conditions is held or becomes invalid, the validity of the remaining provisions or agreements shall not be affected or impaired thereof.
- 8.2. Waiver: The terms of this Agreement may be waived only in writing and no failure or delay in enforcing rights hereunder shall be construed as a waiver. The waiver by either of the parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

- 8.3. Force Majeure: Either party shall be excused from fulfillment of any obligation under this Agreement (other than payment obligations) only to the extent that and for so long as such performance is prevented or delayed by any cause beyond its reasonable control. In such event or cause, the obligated party shall promptly notify the other party who may extend the time of performance required to remedy such breach, to an amount equal to the time loss caused by the event.
- 8.4. The place of jurisdiction shall be the court having jurisdiction over the place of the IT Process Map GbR's registered office.
- 8.5. The present contract and the legal relations between the contractual partners resulting thereof are subject to German law excluding UN purchasing law.

IT Process Maps GbR

Dipl.-Ing. Stefan Kempter and Dr. Andrea Kempter

Am Hoernle 7

87459 Pfronten

Germany

Tel. + 49 8363 927396

Fax + 49 8363 927703

info@it-processmaps.com

www.it-processmaps.com

© 2012 IT Process Maps GbR