

IntelliPaaS

Standard License Agreement

General Terms and Conditions

General Terms and Conditions (Ts&Cs) of IntelliPaaS (Global Market Expansions, trading as IntelliPaaS, Gateway Building, Level 36, 1 Macquarie Place, Sydney, NSW, 2000), hereinafter referred to as "IntelliPaaS", for the purchase or lease of software products.

I. General Section

Section 1 General

1. The following Ts&Cs apply for the business relationship between IntelliPaaS and the Customer, in as much as Customer is provided with software permanently (software purchase) or for a time limited to the contractual term agreed (software lease) for use. They are divided up into a general section (I. General Section) and special sections (II.- V. each a Special Section), whereby the latter sections mentioned here contain specific regulations cover the actual performances of IntelliPaaS. These latter sections apply for the purchase or lease of software and the use of software "as a service" (SaaS) and the use of other support/maintenance services, each in addition to the granting of the rights required for the contractual usage, for the services agreed upon in the corresponding contract and for pre-contractual obligations. In the case of SaaS, the software will be offered as a full-line service, including the computing power, ongoing updates and other services. Definitive is always the version of the Ts&Cs that is valid at the time of signing the contract. The provisions apply accordingly to pre-contractual relationships. For other kinds of deliveries and services (e.g. provision of hardware) by IntelliPaaS and for other third-party software or hardware, additional or supplementary contractual terms may also apply. Furthermore, prices and terms of sale and usage of this sales platform's operator may also apply for the downloading of applications via a central sales platform (e.g. the Apple iTunes App Store; hereinafter referred to as the "Sales Platform") and for the methods of payment that may be prescribed there and costs incurred. Further, special contractual terms of the telecommunication services involved in offering regular access to and use of the internet or mobile telephony grid. Even if reference is not made again to these Ts&Cs when concluding similar agreements, only these Ts&Cs from IntelliPaaS shall apply, in the version applicable at the time of the Customer submitting the declaration, unless the contractual parties explicitly agree otherwise.
2. The purchase of software is governed by the provisions of the Australian Consumer Law (Competition and Consumer Act 2010), relevant Sale of Goods Acts, and Sections 433 et seq. of the German Civil Code (BGB). For additional services such as installation, parameterisation, and training, the obligations of due care and skill are regulated by common law principles, Section 60 of the Australian Consumer Law, and Sections 611 et seq. BGB.
3. Contractors within the meaning of these Ts&Cs are natural or legal persons or business partnerships with legal capacity that are exercising their commercial or independent profession by concluding the transaction. Only Contractors are Customers within the meaning of these Ts&Cs.
4. Individual contractual agreements have precedence over these Ts&Cs. Deviating, opposing or supplementary Ts&Cs will not become a component part of the contract, unless the Parties explicitly agree to have them apply.
5. The Customer must check before signing the contract, whether and to what extent the specifications of the software accord with its desires and needs. In so far it must keep itself informed as to the material functional characteristics and conditions of the software. The scope of the software functionalities is regularly based on the Customer's hardware and software environments at the time of signing the contract. We explicitly point out that the undisturbed and unrestricted quality and functionality of the software is often also dependent on software components from third-party providers. Any change in such software components or in the hardware and software environments of the Customer can lead to restrictions in the functionality of the software to be provided by IntelliPaaS.
6. Definitive for the actual scope, type and quality of the services provided and for the actual scope of the software's functions are the agreements reached in the individual case by the Parties, as provided for in the offer of contract in the commission, and the confirmation of order provided by IntelliPaaS in this context. The quality and functionality of the software can otherwise be found in the respective product descriptions, which are not to be understood as guarantees. A guarantee is only offered if it has been explicitly referred to as such.
7. The Customer has a right to be provided the contractual software comprising the machine program and the respective user's manual. The technology used to deliver the software shall be as agreed upon by the Parties in the agreements. Unless otherwise agreed, the software, comprising the

machine program and the user's manual (electronically as a slide deck) will be provided to the Customer by means of the download. For the log-in to the protected segment of the IntelliPaaS internet presence, it will notify the Customer of the user name and related password ("Access Data"). If a software is protected by a licence code, the Customer shall be given the licence code only to use the software in the agreed scope. If explicitly agreed upon between the Parties, the services owed can also be provided via the internet. The Customer has no right to demand that the source code be handed over to it. IntelliPaaS will render all services and other performances in accordance with state of the art.

Section 2 Contract signing

1. Offers made by IntelliPaaS are non-binding unless explicitly labelled as being binding. A legal bond only arises by means of a contract signed by both Parties, or by means of a written order confirmation from IntelliPaaS, or also by IntelliPaaS beginning with the rendering of the commissioned service. In the respective contract, the actual scope of the services to be rendered by IntelliPaaS as requested by the Customer and the fee to be paid for this by the Customer are described in detail. The contract for signing describes in this sense the agreements on the services and deliveries to be provided by IntelliPaaS, which take reference to the above Ts&Cs and any other applicable annexes. The actual system requirements for the use of the deliveries and services to be provided by IntelliPaaS are listed separately by the Parties within the scope of the signing of the contract and via the descriptions in the respective specifications, to which the contract takes reference.
2. The contract shall not be concluded or only partially in the event of improper or unlawful self-delivery. This only applies if the non-delivery is not IntelliPaaS's responsibility and it has entered into a hedging transaction with the required care. IntelliPaaS will take all reasonable to provide the service. If it does not, the remuneration will be paid back without delay. In the event of the system not being available or only being partially available, the Customer will be informed immediately.
3. Separate contracts are to be concluded for other kinds of deliveries and services (e.g. consulting on the setup and installation of the software).

Section 3 Remuneration

1. The fees agreed upon in the contract shall apply. Fees are subject to VAT/GST. Within the scope of software leasing, IntelliPaaS has the right to increase the agreed prices for the contractual performances to balance out rises in staff and other costs. IntelliPaaS will inform the Customer of these price rises in writing or by e-mail. The price increases will not apply to periods of time for which the Customer has already made payments.
2. Other services that are explicitly agreed upon as being subject to payment will be rendered by IntelliPaaS on a time and materials basis, at the general list prices applicable at the time of the commission being given.
3. In the event of payments in arrears, the Customer shall charge interest on the money owed to the amount of 9 percentage points above the base interest rate. IntelliPaaS reserves the right to assert higher losses. The Customer will acknowledge the agreed methods of payment. In the event of a delay in payment, IntelliPaaS shall have the right, subject to further claims, to Block the access to the agreed services temporarily, either in part or in full. It will inform the Customer of this by e-mail without delay.
4. The Customer has a right to offset payments only if its counterclaims have been legally determined, acknowledged or are not contested by IntelliPaaS. The Customer's right to offset against contractual and other claims from the preparation or execution of this contractual relationship remains unaffected by this. The Customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

Section 4 General obligations of the Customer

1. The Customer must support the proper use of the software by means of active and appropriate cooperative actions. It shall provide IntelliPaaS with the data and information required properly render the services. The Customer is responsible for ensuring that the technical prerequisites for the use of the contractual property are provided, especially with regard to the hardware and software used, the connection with the internet and the latest browser software. The Customer shall especially conduct regular data backups and use a current virus software. IntelliPaaS will not be liable for damage incurred through viruses that could have been prevented if the applicable

software had been used. The restrictions on liability provided for in I. Section 6 of these Ts&Cs also apply here.

2. The Customer shall take appropriate precautions to account for the event of the software not functioning properly, either in part or in full (e.g. by means of data backups, error diagnosis, regular reviews of the results, emergency plans). It is the Customer's responsibility to ensure that the software's working environment is functional.
3. The Customer must comply with all applicable laws, including but not limited to the laws of the Federal Republic of Germany and Australia. This includes adherence to data protection regulations, criminal law provisions, and the terms outlined in this agreement. Specifically, the Customer is obligated to:
 - a) Data Protection and Authentication:
Provide secure access credentials (e.g., usernames, passwords, authentication mechanisms) and ensure these are protected against unauthorised access or misuse by third parties.
 - b) Intellectual Property Compliance:
Avoid any actions that infringe on the rights of third parties, including:
 - Copyright laws, as governed by the Copyright Act 1968 (Cth) in Australia.
 - Trademark laws, under the Trade Marks Act 1995 (Cth).
 - Patent laws, regulated by the Patents Act 1990 (Cth).
 - Other personal and proprietary rights protected by Australian law.
 - c) Respect for Privacy:
Uphold privacy standards by refraining from disseminating:
 - Defamatory, threatening, or harassing content.
 - Content that glorifies violence, promotes racism, or is otherwise objectionable.
 Comply with obligations under the Privacy Act 1988 (Cth) in Australia and related criminal law provisions.
 - d) Prohibition on Harmful Applications:
Do not implement or distribute software or applications that could:
 - Disrupt or modify the physical or logical structure of networks (e.g., through viruses or malware).
 - Cause harm to Fusion's infrastructure or third-party systems.
 - e) Advertising Restrictions:
Refrain from using Fusion's infrastructure for unauthorised advertising, such as:
 - Sending unsolicited electronic communications (spam), in violation of the Spam Act 2003 (Cth) in Australia.
4. In as much as the Customer is provided with computer memory for data storage, it must not store illegal content there or content that breaches regulatory stipulations or the rights of third parties. In particular, the infrastructure that may be provided by IntelliPaaS or the memory space that it may have made available, must not be used for services that breach industrial property rights (e.g. brand, patent, trademark and design protection laws), copyright or related rights or other rights (e.g. the right to own one's own image, name and personal rights), or for advertising or operating such services. The same applies for pornographic or offers that are liable to corrupt the young, propaganda articles or products with characteristics of unconstitutional organisations.
5. If the Customer finds out about a misuse of its Access Data or the identification and authentication mechanisms, it shall inform IntelliPaaS of this immediately. In the event of such a misuse, IntelliPaaS shall have the right to block access to its services. This block can only be revoked upon written request by the Customer. The Customer is liable for any misuse for which it is responsible.
6. IntelliPaaS reserves the right to delete information from servers and to block users if these General Ts&Cs are violated. In the event of valid laws being broken, IntelliPaaS shall have the right to forward the related information to the responsible government authorities.
7. IntelliPaaS reserves the right to block access to the agreed services temporarily, in part or in full, if and in as much as the Customer uses said services illegally or breaches obligations set forth in these Ts&Cs. In such case it will be informed immediately by e-mail.
8. IntelliPaaS is not responsible for Customer content. In particular, IntelliPaaS is not obliged to check the content for possible legal breaches. The Customer will indemnify and hold harmless IntelliPaaS against all justified claims that third parties make against it due to the breach of their rights for which the Customer is responsible. In this regard, the Customer also assumes the costs of IntelliPaaS's legal defence, including all court and lawyers' costs, to the extent of the statutory fees. For this purpose, the Customer must grant IntelliPaaS an appropriate advanced payment.

Section 5 General information on material and legal defects

1. For software applications provided, the explicit restriction applies that no software or IT infrastructure on the market is 100 % safe and 100 % free of defects. One of the reasons for this is the multitude of viruses in circulation, and there is also the circumstance that there are always security risks that nothing can yet be done about due to the state of the art at the time. IntelliPaaS cannot offer protection as such against improper usage of or changes to software applications, against a possible contamination of software components with computer viruses or other malware, or against other security weaknesses that do not lie within the sphere of IntelliPaaS's influence or that are otherwise not IntelliPaaS's responsibility. The services provided by IntelliPaaS do not protect against possible violations of intellectual property or other illegal activities of third parties – for example due to cyber/hacker attacks, the spying on and capturing of data or other illegal changes to data and acts of computer sabotage.
2. IntelliPaaS guarantees that the services it owes are free of material defects and third-party rights that could restrict the use of the services. IntelliPaaS ensures that the services owed by IntelliPaaS are structured in such a way as is customary for services of this kind, and that the Customer can expect with a view to the type of the actual service in question. According to the above regulations in I. Section 5 (1), it is explicitly pointed out that the error-free and unrestricted quality and functionality of the services owed by IntelliPaaS are often dependent also on the software and hardware components provided by third parties over which IntelliPaaS has no influence. In particular, any changes in such software components or in the Customer's hardware or software environments can lead to restrictions in the functionality of the services owed by IntelliPaaS. Restrictions caused by technical or other problems that do not lie within the IntelliPaaS sphere of responsibility (force majeure, third-party fault, etc.) are not to be attributed to IntelliPaaS.
3. The Customer is obliged to inform IntelliPaaS immediately of any defects arising. In the event of material defects, it must do so including a description of the time when the defect occurred and the immediate circumstances of its occurrence. Any defects in services owed by IntelliPaaS will be eliminated immediately within the scope of the guarantee after description of the defect by the Customer. Further rights of the Customer remain unchanged. In as much as the Customer also makes use of support/maintenance services, the Reaction Times shall apply in this context that are determined in accordance with the respective error categories (see Section V.).
4. IntelliPaaS does not give the Customer any guarantees in a legal sense, unless otherwise specifically agreed upon.
5. The content that is put into the infrastructure that may be provided by IntelliPaaS is external content for it. The legal responsibility for it in this regard lies with the Customer.
6. With the current state of technology, data communication over the internet cannot be guaranteed at all time and/or without defects. For this reason, IntelliPaaS does not accept any liability for technical defects for which it is not responsible, in particular not for the constant and uninterrupted availability of the databases and their contents for the complete and error-free reproduction of content that may be entered by the Customer.
7. If the contractual services breach third-party copyrights, the Customer will inform IntelliPaaS immediately in writing and provide IntelliPaaS with the information required to defend itself against such breaches, and with otherwise appropriate support.

Section 6 Liability

1. IntelliPaaS does not accept any liability for the uninterrupted availability of systems or for system-related failures, interruptions or disturbances of the technical equipment or services for which IntelliPaaS is responsible. IntelliPaaS is in particular not liable for disturbances in the quality of the access to services due to force majeure or because of events for which IntelliPaaS is not responsible. Such occurrences include in particular strikes, lockouts, legal intra-company labour disputes and governmental decrees. Also included in these are the complete or partial failure of the communication and network structures and gateways of other providers and operators that are required for IntelliPaaS's own service rendering. IntelliPaaS has the right to delay the services to which it is obligated for the duration of the impeding event, plus a reasonable starting period. IntelliPaaS accepts no liability for minor interruptions. Nor is IntelliPaaS liable for errors from the Customer's or other third parties' fields of risk, especially not in the case of errors that are caused by improper use of or changes to the applications or other third-party software, by contamination of software components with computer viruses, the use of unsuitable data carriers, defective hardware, power outages or outages of data lines, errors caused by a lack of information security or unsuitable environmental conditions at the place at which the applications are operated.

2. In the case of slightly negligent breaches of duty, the liability is limited to the foreseeable, direct and average damage typical for the contract in question in line with the type of the product in question. This also applies for slightly negligent breaches of duty of the authorised representatives, agents or assistants of IntelliPaaS. IntelliPaaS is not liable in the case of slightly negligent breaches of insignificant contractual duties. IntelliPaaS is, however, liable for the breach of legal positions of the Customer material to the contract. Legal positions material to the contract are those that the contract has to grant the Customer in accordance with the content and purpose of the contract. IntelliPaaS is also liable for the breach of obligations, the fulfilment of which makes it possible to properly implement the contract, and upon the fulfilment of which the Customer has the right to rely.
3. The above liability restrictions do not apply to Customer claims arising from guarantees and/or product liability. The liability restrictions also do not apply in the event of malice, breach of material contractual obligations or of damage caused to health, life or body of the Customer that is attributable to IntelliPaaS.
4. IntelliPaaS is not responsible for the loss of data and/or programs in as much as the loss incurred as a result of the Customer failing to perform a data backup, and thus ensuring that lost data can be restored again with a reasonable effort.

Section 7 Confidentiality and data protection

1. "Confidential Information" refers to all information and documents of the other respective Party that are labelled as being confidential or are to be viewed as being confidential on the basis of the circumstances, in particular information about company processes, business relationships and know-how, and – for IntelliPaaS – all work results.
2. The Parties agree to maintain secrecy about such Confidential Information. This obligation also remains in place after termination of the contract. The following Confidential Information is excluded from this obligation,
 - that can be proven to have been known by the recipient upon signing the contract, or that becomes known from a third party after that without a non-disclosure agreement, legal regulations or government decrees being breached;
 - that is publicly known upon signing the contract or that are made publicly known after that, in as much as this is not based on a breach of this contract;
 - that have to be disclosed due to legal obligations or by court or official order. In as much as admissible and possible, the recipient obliged to disclose will inform the other Party in advance and give it the opportunity to take steps to prevent the disclosure.
3. The Parties will only grant such third parties' access to Confidential Information as are subject to professional secrecy or that have been previously subjected to obligations that equate to the non-disclosure obligations of these Ts&Cs. Furthermore, the Parties will only disclose the Confidential Information to such employees as have to know the information in order to implement the contract, and oblige these staff members to maintain secrecy to the extent admitted by labour law, even for the time after leaving the employ of the company.
4. The Contractual Parties observe the relevant data-protection regulations. IntelliPaaS will in particular only collect personal data from the Customer or where applicable from its Customers, or process or use such data, within the scope of the Customer's instructions. More details on a possible processing of personal data will be regulated in a corresponding service agreement.

Section 8 Changes to these Ts&Cs

1. IntelliPaaS reserves the right to amend these Ts&Cs at any time, under observance of a reasonable period of notice of at least six weeks. IntelliPaaS will inform the Customer of any such amendment in text form.
2. If the Customer does not object, the amended Ts&Cs will then be deemed to have been accepted. In the case of an objection, the contract will remain unchanged with the previous Ts&Cs, but IntelliPaaS will have the right to the ordinary termination of the contract.

Section 9 Other

1. German material law governs this agreement, excluding the application of UN sales law. For B2B customers based in Australia, this agreement is also subject to mandatory provisions of Australian law, including the Competition and Consumer Act 2010 (Cth), where applicable.

The Customer acknowledges that IntelliPaaS' software and related technologies may be subject to national or international export and import restrictions. This includes, but is not limited to,

compliance with the Defence and Strategic Goods List under the Customs Act 1901 (Cth) in Australia and equivalent regulations in Germany or other jurisdictions.

The fulfilment of this agreement is contingent upon adherence to these legal requirements, including obtaining necessary approvals or licenses prior to exporting or re-exporting software or technologies. The Customer agrees to:

- Ensure that its use of IntelliPaaS' software complies with all applicable export, import, and regulatory restrictions.
- Indemnify IntelliPaaS against any liabilities arising from the Customer's failure to comply with these laws.

This clause does not limit or exclude any liability imposed by Australian law that cannot be lawfully excluded.

2. Any invalidity of individual provisions does not restrict the validity of the remainder of the contract.
3. The sole legal venue for any disputes arising in connection with the contractual relationship is the company seat of IntelliPaaS, unless a standard forcibly demands another place of jurisdiction.

II Special Section: Purchase of software

The following terms apply in as much as the Customer purchases software.

Section 1 Subject matter of the contract

In as much as the Customer acquires software by means of a purchase against a one-time payment, the subject matter of the contract will be the permanent handover of the software plus the granting of the rights required in order to use it contractually in accordance with these Ts&Cs, the product descriptions and the individual contractual agreements of the Parties entered into within the scope of the order placement.

Section 2 Usage rights

1. The Customer has the non-exclusive right to use the acquired software in perpetuity in unchanged form in the scope of the agreed type of use on the devices for which the software is determined. The software may only be used by at maximum the number and type of authorised users ("Clients") as are provided for by the licences to the software acquired by the Customer. The Customer may make a copy of each software product for data backup purposes. In doing so, it must also copy alphanumeric codes, trademarks and copyright notices unchanged and keep records of where the copies are kept.
The Customer may use the software on any hardware it has at its disposal. If it changes the hardware, however, it must delete the software from the previously used Hardware.
The Customer may make copies of the delivered software product, in as much as each copy is required to use the software. The required copies also include installing the software from the original data carrier into the mass memory of the hardware and loading it into the working memory.
The Customer may sell or give away the software, including the manual and other supporting material, to third parties in perpetuity, on the proviso that the acquiring party declares its consent to the continued applicability of these Ts&Cs to it as well. In the event of the software being passed on to others, the Customer must give the new user all of the copies of the program, including any backups that may have been made, or destroy the copies that are not passed on.
The retranslation of other code forms and other forms of rediscovery of the various production stages of the software, including changing the program for the own use purpose is allowed, in particular for the purpose of eliminating defects. If this is done for commercial reasons, it is only allowed if it is essential for the creation, maintenance or for the function of an independently created computer program and the required information has not been made public and/or it is not publicly accessible in any other way.
The Customer will ensure that the products, their copies and the documentation is not passed on to third parties without written consent from IntelliPaaS.
2. The number of licences and the type and scope of the usage are otherwise determined in accordance with the Customer's contractual offer and the related order confirmation from IntelliPaaS, the product descriptions and the individual contractual agreements reached between the Parties.
No usage is allowed beyond the scope of the contractual agreements, also taking into consideration these Ts&Cs, is allowed. The Customer is not allowed to allow third parties to use the software beyond the scope of the contractual agreements.

3. No further acquisition of rights is connected with this granting of usage rights. The Customer may not bypass or remove any Digital Rights Management (DRM), other technical safeguards and/or information on the administration of rights that may be installed.
4. The Customer has the right to decompile and copy the software, in as much as this is necessary to ensure that the software can interoperate with other programs. This only applies, however, on the condition that IntelliPaaS has not made the necessary information available to the Customer within a reasonable period at the Customer's request.
5. If the Customer uses the software to an extent that qualitatively (with regard to the allowed use) or quantitatively (with regard to the number of acquired licences) exceeds the acquired usage rights, it must immediately acquire the usage rights that are required to do so. If it fails to do so, IntelliPaaS will assert its rights in this regard.
6. The ownership of delivered materials and rights in accordance with II. Section 2 does not transfer to the Customer until full payment of the contractual remuneration has been rendered. Prior to that, the Customer only has a provisional and revocable right of usage under the law of obligations.

Section 3 Special obligations of the Customer

The Customer is obliged to expertly examine or have expertly examined the software delivered by IntelliPaaS immediately upon delivery or being made accessible in accordance with applicable commercial law, including Section 377 of the German Commercial Code (HGB) and relevant provisions under Australian law, such as the Competition and Consumer Act 2010 (Cth) and the Sale of Goods Act in the Customer's jurisdiction. The Customer must report any recognised defects with a detailed description thereof within a reasonable timeframe. Failure to report such defects within this period will be deemed acceptance of the software as delivered. The Customer must also thoroughly test the proper use of the software before starting to use it productively, ensuring it meets their operational requirements and compatibility needs.

Section 4 Warranties

1. IntelliPaaS initially offers a warranty for defects in the software in the form of either repair or replacement, as it sees fit.
2. If the subsequent fulfilment fails, the Customer can demand its choice of reducing the remuneration owed, annulling the contract or claiming for damages in lieu of the contractual performance. In the event of only insignificant defects, the Customer has no right of withdrawal – taking into account the mutual interests. Instead of damages in lieu of performance, the Customer can demand reimbursement of fruitless expenditure that it has fairly and reasonably incurred in the expectation of receiving the software, within the scope of Section 284 BGB.
3. The Customer must report obvious defects in the delivered software within 2 weeks of receiving the software, otherwise it cannot assert the guarantee claim. The timely sending of the notification suffices to keep the 2-week deadline. For businesspeople in the European Union, Section 377 HGB applies.
4. The warranty period is 1 year from the date of delivery. The one-year warranty period does not apply if IntelliPaaS can be accused of gross default, or in the event of damage to body or health to, or loss of life of the Customer, which is attributable to IntelliPaaS, in the event of a guarantee or in the event of delivery regress in accordance with Sections 478, 479 BGB. For Australian customers, this warranty period is subject to non-excludable consumer guarantees under the Competition and Consumer Act 2010 (Cth). The liability of IntelliPaaS under product liability law remains unaffected by this.
5. In deviation from II. Section 3 (5), the normal period of limitation applies if IntelliPaaS fraudulently conceals a defect.

III Special Section: Leasing software

The following terms apply, in as much as the Customer leases software.

Section 1 Subject matter of the contract

1. In as much as the Customer acquires software by means of a lease, the subject matter of the contract will be the handover of the software for the contractual period agreed, plus the granting of the rights required in order to use it contractually in accordance with these Ts&Cs, the product descriptions from IntelliPaaS and the individual contractual agreements of the Parties entered into within the scope of the order placement.

Section 2 Usage rights

1. The Customer has the non-exclusive, non-transferable and non-sublicensable right to use the acquired software for the period of the lease, in unchanged form and within the scope of the agreed type of use on the devices for which the software is determined. The software may only be used by at maximum the number and type of authorised users ("Clients") as are provided for by the licences to the software acquired by the Customer.
2. The Customer may only make copies of process or decompile the software, in as much as this is permitted by law, and only if IntelliPaaS fails to provide the information required to do so at the Customer's request.
3. The Customer is not permitted to make copies of the software beyond the scope of the cases mentioned in III. Section 2 (1) and (2).
4. The Customer is not permitted to hand over the copy of the software given to it or any backup copies that may be made to third parties. It is in particular not allowed to sell, lend, rent out or otherwise sublicense the software, or to reproduce the software in public or make it accessible.
5. If the Customer breaches one of the above provisions, all of the usage rights issued within the scope of this agreement immediately become invalid and automatically revert back to IntelliPaaS. In this case, the Customer must immediately fully stop using the software, delete all copies installed on its systems and delete or surrender to IntelliPaaS any backup copies that may have been made.
6. The retranslation of the program code into other code forms and other forms of rediscovery of the various production stages of the software, including changing the program for the own use purpose, is not allowed in any case.
7. IntelliPaaS can end the rights pursuant to III. Section 2 for good cause. Good cause shall be in particular when it is no longer reasonable to expect IntelliPaaS to continue to adhere to the agreement, in particular if the Customer fails to pay the remuneration or violates III. Section 2 in a significant fashion.
8. If the rights pursuant to III. Section 2 do not arise, or if they expire, IntelliPaaS can demand from the Customer the return of the handed over objects or the written confirmation that they are destroyed, also the deletion or destruction of all copies of the objects, and the written confirmation that this has been done.

Section 3 Remuneration

1. The amount of the monthly remuneration owed depends on the agreements reached between the Parties in the individual case, in accordance with the offer of contract made with the order and the related order confirmation from IntelliPaaS. If the contract is not signed on the first day of a calendar month, the lease fee owed for the first month will be pro rata temporis in accordance with the number of days remaining in the month in question, starting on the day following the day on which the software is made available.
2. Unless otherwise agreed between the Parties, the lease fee is due and payable for 12 months in advance. In the first month of the lease period, the lease fee becomes due and payable upon provision of the software.

Section 4 Term and termination

1. The contract is generally concluded for a minimum lease period of 3 or 5 years from signing. The actual minimum contractual term is based on the agreements reached between the Parties in each case. The contract regularly extends automatically for a further 12 months unless it is terminated by one of the Parties with a period of notice to the end of the lease term of three months.
2. The lease agreement can also be terminated without notice in writing by either Party for good cause. Good cause that gives IntelliPaaS the right to terminate shall in particular be if the Customer breaches usage rights of IntelliPaaS by using the software in excess of the amount permitted by this agreement, and fails to remedy the breach within a reasonable period upon being requested by IntelliPaaS to do so.
3. The termination must be made in writing.
4. In the event of a termination, the Customer must cease to use the software and remove all installed copies of the program from its computers, and where applicable immediately return to IntelliPaaS or destroy any backup copies, as it chooses.

Section 5 Special obligations of the Customer

The Customer is obliged to protect the software from access by unauthorised third parties by means of suitable measures, in particular to keep all copies of the software in a protected place.

Section 6 Maintenance and warranties

1. IntelliPaaS guarantees that it will uphold the contractually agreed quality of the software during the contractual period, and that no third-party rights are opposed to the contractual usage. IntelliPaaS will remove any material or legal defects that may arise to the leased object within a reasonable period.
2. The Customer is obliged to notify IntelliPaaS immediately in writing of any defects it discovers in the software. In the case of material defects, this is to include a description of the time at which the defect occurred and the related circumstances. Any defects in the performance owed by IntelliPaaS are to be eliminated without delay upon description of the defect by the Customer. If it proves impossible for IntelliPaaS to eliminate a defect within a reasonable period, the Customer can demand a pro rata price reduction. This shall not apply if the defect is due to circumstances for which the Customer is responsible, in particular if it fails to fulfil its duty of collaboration. In the event of repeated significant defects, the Customer may also terminate the contract without notice, without affecting its further rights.

IV. Special Section: SaaS

In as much as IntelliPaaS provides the Customer with an IT infrastructure as SaaS that enables the Customer to use hardware and software virtually, the following terms also apply. These following terms apply in as much as the Customer uses "Software as a Service".

Section 1 Subject matter of the contract

The subject matter in this sense is specifically the provision of the agreed software application(s) (hereinafter referred to in the plural as "the Application") for the usage of its functionalities, the technical enabling of the use of the Application by means of an access software where applicable (hereinafter: "the Access Software") and the granting or brokering of usage rights to the Application and the Access Software, and the provision of memory space for the data generated by the Customer through the use of the Application and/or necessary for the use of the Application (hereinafter: Application Data) to the degree agreed upon in the contract by IntelliPaaS vis-à-vis the Customer against payment of the agreed remuneration.

Section 2 Provision of the application and the memory space

1. From the contractually agreed point in time, IntelliPaaS will hold available the most recent version of the Application in one or more central data processing systems (hereinafter, also in the plural: The Server) for usage in accordance with the following provisions.
2. IntelliPaaS will transmit to the Customer the number of usernames and user passwords agreed upon in the contract. All usernames and passwords are to be changed immediately by the Customer into names and passwords that are only known to it. Further security measures have to be agreed upon separately by contract.
3. From the contractually agreed point in time for the provision of the operational Application Data, IntelliPaaS will keep memory available on the Server to the contractually agreed degree. The Application and the Application Data will be regularly backed up on the Server, at least once a calendar day. The Customer is alone responsible for upholding commercial and fiscal periods of safekeeping.
4. The handover point for the Application and the Application Data is the router exit of the IntelliPaaS computing centre. The system requirements at the Customer for the use of the IntelliPaaS services can be found in the respective specifications and will be recorded separately by contract.

Section 3 Access software

1. IntelliPaaS will make available on the internet to the Customer, where applicable, the Access Software with which the Customer can access the Server. The Access Software is suitable for enabling the contractual access to the Server.
2. The access to the Server is exclusively to take place with the Access Software provided by IntelliPaaS. Any technical or commercial details of the access using the Access Software are to be defined separately by contract.

3. The Access Software is normally not suitable for enabling IntelliPaaS or third parties to access data processing systems belonging to the Customer, unless this is essential for the proper execution of the contract. Such accesses are each to be agreed upon explicitly between the Contractual Parties before they are made.

Section 4 Technical availability, support

1. Adjustments, modifications and additions to the Application [and/or the Access Software] and measures that serve to find and remedy malfunctions will only lead to a temporary interruption or limitation of the availability if this is absolutely necessary for technical reasons.
2. The basic functions of the Application and/or the Access Software are to be monitored daily. The maintenance of the Application and/or the Access Software is guaranteed from Monday to Friday from 8 am to 6 pm. IntelliPaaS will inform the Customer about the maintenance work without delay and perform it in the shortest possible time taking the technical conditions into account.
3. The availability of the services agreed upon in Section 1 of this agreement is a yearly average of 99.25 %, including maintenance work, but the availability must not be restricted or interrupted for longer than two consecutive calendar days. Availability in this sense is understood by the Contractual Partners as the technical usability of the Application and the Application Data at the handover point, for use by the Customer using the Access Software.
4. IntelliPaaS will respond by telephone or text to other inquiries from the Customer about the Application, the contractual Application and/or the Access Software within normal business hours from Monday to Friday, from 8 am to 6 pm after receipt of the inquiry in question.

Usage rights and upon exceeding usage permissions

Section 5 Usage rights

1. The Customer receives simple (non-sublicensable and non-transferable) usage rights to the Application and the Access Software limited to the term of this agreement in accordance with the following provisions.
2. The Application is not physically handed over to the Customer. The Customer may only use the Application [and the Access Software] for its own business activities through its own personnel.
3. The Customer will use the Application and the Access Software only through the contractually determined number of persons at one given time. If more than this number of people use the Application simultaneously, the Customer will pay an additional, contractually agreed lump-sum usage fee per person. This will not affect any further claims from IntelliPaaS pertaining to additional amounts of usage beyond the agreed usage.
4. The Customer does not have the right to make changes to the Application or Access Software. This does not apply to changes that are required to rectify errors, in as much as IntelliPaaS is in arrears with the rectification of such errors, refuses to remedy the error or because it is not able to do so because insolvency proceedings have been initiated against it.
5. In as much as IntelliPaaS makes new versions, updates, upgrades or other new deliveries pertaining to the Application or Access Software during the contractually agreed period, the above rights will also apply to these.
6. The Customer has no rights that are not expressly granted to it above. The Customer is in particular not permitted to use the Application or Access Software beyond the agreed usage, to allow it to be used by third parties or to make it available to third parties. It is in particular not permitted to make copies of the software, sell it or allow it to be used temporarily by third parties, in particular not to lease it out or lend it.

Section 6 Special obligations of the Customer

The Customer is obliged to secure the Application as a whole against unauthorised third-party access by suitable means.

V. Special Section: Maintenance/Support

In so far as IntelliPaaS renders support services for the Customer with regard to software solutions or further advisory or support services, the following provisions shall also apply.

Section 1 Subject matter of the contract

1. The services to be rendered by IntelliPaaS comprise services that are necessary for the maintenance and restoration of software in its respective latest version, or to update or extend software programs (together "Support Services") and other services that serve to support the Customer.
2. IntelliPaaS provides the following services in detail:
 - Maintenance and restoration of the operational availability of software (Section 2);
 - Updating and extending the software owed (Section 3);
 - Helpdesk (Section 4)

Section 2 Support and maintenance

1. Upon receipt of an error message, IntelliPaaS begins, within specially determined times, with the elimination of the error in the otherwise contractually compliant software. The time between receipt of an error message by IntelliPaaS and the notification of the next steps by IntelliPaaS to the Customer is the "Reaction Time". IntelliPaaS will eliminate the disturbance within a reasonable time, taking into account the Reaction Time in question ("Elimination Period").
2. If there can objectively be no delay in the rendering of a given service, IntelliPaaS will renders said service also outside normal service hours ("Extended Service Hours").
3. If it can be foreseen that critical or significant errors will not be able to be eliminated within a reasonable period, IntelliPaaS will provide workaround solutions. Providing the workaround does not release IntelliPaaS from its obligation to eliminate the actual problem as quickly as possible.
4. IntelliPaaS renders maintenance and support services by means of remote support or remote diagnosis, in observance of the Customer's general IT security.
5. In each category, IntelliPaaS will start work on eliminating the error in accordance with the following table, irrespective of the statutory guarantee obligations. The end date of the work is not predefined.

Level	Definition	Contractor services
1	Critical operating error	Reaction time: Within four hours at the latest on the same working day of receipt of the error message by 1 pm within regular business hours. Processing time: IntelliPaaS will begin eliminating the error immediately and use employees, both during and outside the working hours described above, until the problem is alleviated or a workaround solution reasonable for the Customer has been found.
2	Error significant for operations	Reaction time: At the latest on the same working day of receipt of the error message within regular business hours. Processing time: IntelliPaaS will begin eliminating the error within one working day of receipt of the error message and use employees until the problem is alleviated or a workaround solution reasonable for the Customer has been found.
3	Error restricting operations	Reaction time: At the latest on second working day after the date of receipt of the error message. Processing time: IntelliPaaS will provide an initial response to the requests after additional information or clarification within five working days of receipt of the error message, until the problem is alleviated or a workaround solution reasonable for the Customer has been found.
4	Other errors, insignificant errors, minor errors	These errors are defects that do not have a decisive effect on the usability of the software. This kind of error will be eliminated in one of the subsequent releases, within the scope of the normal further development of the software.

Section 3 New program versions

1. IntelliPaaS will ensure that the contractual software is state of the art.
2. New program versions are to be installed regularly – to the extent that this is technically reasonable – with backward compatibility to previous versions of the software, and compatible with existing interfaces of the software to other software products. Only patches that serve to alleviate errors are to be considered separately from other releases and updates/upgrades.

The subject matter of the support services under this contract is the respective current version of the program.

Section 4 Helpdesk

IntelliPaaS will provide the Customer with a helpdesk email address for receiving error notifications. Errors are generally eliminated by means of remote support or remote diagnosis, in observance of the Customer's general IT security.

Errors or other difficulties in connection with the processes of software used.