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SPECIAL CONDITIONS  
for License Rental  
Version 1.0 from  
08.09.2023



## 1 Scope of Application

- 1.1. These SPECIAL CONDITIONS for LICENSE RENTALS shall apply to the provision of software by tegos to the CUSTOMER for a period limited to the term of the contract.

## 2 Subject Matter of Performance

- 2.1. The subject matter of the service is the provision of the software specified in the offer letter or the SERVICE DESCRIPTION for a limited period of time for the term of the contract.
- 2.2. Installation and set-up as well as operation of the software is not the subject matter of this CONTRACT.

## 3 Rights of Use and License Terms

- 3.1. Unless otherwise stipulated in the relevant license conditions, the CUSTOMER shall be granted a simple, revocable right to use the software, limited in time to the term of the CONTRACT. The right of use is spatially limited to the Federal Republic of Germany. 3.2.
- 3.2. The CUSTOMER has the right to access, download and install the software. The rights of use also include loading into the RAM, displaying and running the software made available via the tegossuite platform.
- 3.3. In no event shall the CUSTOMER have the right to lease or otherwise sublicense the purchased software, to publicly reproduce or make it accessible by wire or wireless means or to make it available to third parties against payment or free of charge, e.g. by way of application service providing or as "software as a service".
- 3.4. The CUSTOMER shall only be entitled to decompile and reproduce the software if this is provided for by law. However, this shall only apply provided that tegos has not made the necessary information available to the CUSTOMER upon request within a reasonable period of time.

- 3.5. If the CUSTOMER uses the software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of use permitted) or quantitatively (with regard to the number of licenses acquired), it shall immediately acquire the rights of use necessary for the permitted use. If the CUSTOMER fails to do so, tegos shall assert the rights to which it is entitled.
- 3.6. The CUSTOMER shall not be entitled to the provision of new versions. tegos may provide the CUSTOMER with new versions of the STANDARD SOFTWARE during the term of the contract. These may include new functions as well as corrections. The CUSTOMER acknowledges that the use of the respective current version is indispensable for the optimal functioning of the software. tegos can only guarantee the general functionality of the STANDARD SOFTWARE if the CUSTOMER uses the respective current version. tegos draws the CUSTOMER's attention to the fact that under certain circumstances individual functions may be omitted in the context of new versions. If a new version is associated with the discontinuation of individual functions or modules of the software, tegos shall inform the CUSTOMER of this in advance.

## 4 Defect Rights

- 4.1. Should the CUSTOMER discover any defects in the software or in the documentation, he shall notify tegos thereof in writing without delay.
- 4.2. tegos shall be obliged to remedy the notified defects in the software and the documentation within a reasonable period of time.
- 4.3. The CUSTOMER shall provide tegos with the access to the software and the documentation required for the purpose of rectifying the defect.
- 4.4. The CUSTOMER shall not be entitled to claim a reduction of the license fee by independently deducting a self-determined reduction amount from the current license fee. The CUSTOMER's claim under the law of enrichment to reclaim the part of the rent paid in excess due to a justified reduction shall remain unaffected by this.
- 4.5. In the event of failure to remedy the defect, the CUSTOMER is entitled to extraordinary termination of this contract in accordance with § 543 para. 2 sentence 1 no. 1 BGB. Failure to remedy the defect shall be deemed to have occurred if it is impossible for tegos to remedy the defect, if tegos refuses to remedy the defect or if tegos cannot reasonably be expected to remedy the defect for other reasons.

- 4.6. tegos shall not be liable for damages arising from defects that existed prior to the conclusion of the contract in accordance with Section 536a (1) of the German Civil Code (BGB) regardless of fault, but only within the scope of its own fault.
- 4.7. The warranty rights under clause 10 of the GTC are excluded.

## 5 Term of Contract and Termination

- 5.1. The term of the contract is one year and begins with the implementation of the software.
- 5.2. The term of the contract shall be automatically extended by a further year unless the contract is terminated in writing three (3) months before the expiry of the term of the contract by a declaration to the other party. In the event of an automatic extension of the contract, the agreed termination provisions shall continue to apply unchanged.
- 5.3. Either party may terminate the contract without notice by giving written notice to the other party for good cause. Good cause shall be deemed to exist for tegos in particular if the CUSTOMER repeatedly fails to make due payments, if the CUSTOMER files for insolvency proceedings or if the CUSTOMER violates the rights of use of this contract.

## 6 Remuneration

- 6.1. Unless otherwise agreed in writing, tegos shall invoice the license fee for the licensing of the software monthly in advance.