E-2e

SOFiSTiK's End-User License Terms

1. General

1.1 SOFiSTiK AG ("**SOFiSTiK**") develops and markets specialist software for use in the construction industry.

1.2 The following terms apply to the licensing of software products of SOFiSTiK where SOFiSTiK is the sole Licensor.

1.3 Any provisions deviating from, or conflicting with, these terms and conditions, in addition to any standard terms and conditions used by the customer, shall not form part of any contract concluded between the customer and SOFiSTiK, unless SOFiSTiK expressly agrees to such terms.

2. Subject of the Contract; Obligations of SOFiSTiK

2.1 Subject of the License is/are the software product(s) identified in the Software License Agreement.

2.2 Unless otherwise agreed SOFiSTiK's grants to the customer the right to use the software on a permanent basis.

3. Usage Rights; Customer's Duty of Care; Transfer

3.1. SOFiSTiK grants the customer the simple, non-exclusive right to use the object code of the software, in accordance with the following provisions of this section 3.

3.2. The customer's right to use the software shall be spatially restricted to the license area. The license area is (a) the territory designated in the License Agreement or a separate written agreement between the parties, or, in cases where the License Agreement or a separate written agreement lack such provision, (b) the country in which the customer has its registered office at the time the license is granted. If the customer is established in a member state of the European Union or in one of the contracting states to the Agreement on the European Economic Area, the license area shall cover all member states of the European Union and all contracting states to the Agreement on the European Economic Area.

3.3. The acquisition of a single user license entitles the customer to use the software on no more than one item of hardware (client). Any use beyond this agreement is strictly prohibited. Likewise, the customer shall not allow multiple users to use the software on a single local workstation (remote control). The acquisition of a network license shall entitle the customer to use the software within the agreed network on the network server and the workstations (clients) within the network. If a maximum number of network computers has been agreed on, any use beyond this agreement is strictly prohibited.

3.4. The customer shall be entitled to make copies of the software, to the extent that each copy is necessary for the use of the software. Necessary copying includes the installation of the software from the original data storage system on to the mass storage devices being used, as well as the loading of the program into the computer's primary storage.

3.5. No further granting of rights is associated with the provision of the software, nor is any further granting of rights permitted without the prior express written consent of SOFiSTiK. It is explicitly pointed out that rights are solely granted in favor of the customer. No granting of rights does apply towards any with the customer affiliated companies (group license) pursuant to section 15 of the German Stock Corporation Law (Aktiengesetz).

3.6. The customer shall adopt appropriate measures to prevent unauthorised access to the hardware keys provided to the customer. The hardware keys shall be kept in a location secure from unauthorised access by third parties. The customer's employees are to be expressly and clearly informed of the necessity of complying with the license terms set out above as well as the importance of the hardware key. In the event of theft or other loss of a dongle, the customer shall not be entitled to a replacement delivery by SOFiSTiK. This does not apply if SOFiSTiK is responsible for the loss of the dongle.

4. Decompilation and Changes to the Program; Copyright Notices

4.1 The customer shall not translate the program code into other forms of code (decompilation) or employ other methods aimed at revealing the software's code in the various stages of its development (reverse engineering).

4.2 The customer is not entitled to remove or make alterations to copyright notices, serial numbers, or other features which serve to identify the software.

5. Transfer of the Software

5.1 In the case the software is licensed for use on a permanent basis, the customer shall be only permitted to make the software available to a third party on a permanent or temporary basis if:

- the customer notifies SOFiSTiK of the name and full address of the third party to whom the software is to be transferred;

- the third party declares in writing to SOFiSTiK its agreement that sections 6, 7, 8 and 10 of these License Terms shall remain valid and shall apply to the third party;

- the customer hands over all copies of the program, including any back-up copies and hardware keys, to the third party; and

- the customer deletes any copies of the program that are not handed over.

The customer's right to use the software shall end once the software has been transferred to a third party.

5.2 By way of derogation from the provisions of section 5.1 above, the customer, to whom a license of permanent use of the software has been granted, shall neither lease nor rent the software for commercial purposes.

6. Validity of the Rights of Use Granted

6.1 The right to use the software shall only become valid once the customer has paid the agreed amount (purchase price) to the seller of the software in full.

6.2 If the software is supplied to the customer by SOFiSTiK before the due date for payment of the invoice, according to section 9.5 of these License Terms, a provisional right of use shall be granted until the end of the due date.

7. Liability

7.1. The pre-contractual, contractual and non-contractual liability of SOFiSTiK is limited to cases of intent and gross negligence.

7.2. In cases of ordinary negligence SOFiSTiK's liability shall be limited to the breach of contractual obligations which are material to the contract (cardinal obligations). Furthermore, the amount of damages shall be limited to those losses which are generally foreseeable in connection with the supply of software. Cardinal obligations are those obligations for which thefulfillment is essential to the proper implementation of the contract as a whole, and the contractual partner may depend upon their fulfillment.

7.3. The above limitations of liability shall also apply where SOFiSTiK is vicariously responsible for its employees and agents.

7.4. The limitations of liability shall not apply to damage resulting from injury to the life, body or health of a person. For such damage SOFiSTiK shall also be liable in cases of ordinary negligence, and the amount of damages shall not be limited.

7.5. The liability of SOFiSTiK under the German Product Liability Law (Produkthaftungsgesetz) remains unaffected by these License Terms.

8.   Right to Amend

SOFiSTiK reserves the right to amend these license terms in the case of a software rental according to section 4.2 within an appropriate period of notice. SOFiSTiK shall notify the customer on forthcoming amendments via email or in another appropriate manner. The email shall include a link pointing to the amended license terms in which any amendments are explicitly marked as such. If the customer does not object to the amendments in writing (e.g., by mail, fax, or e-mail) within 28 days of the amendment notice, it is hereby expressly pointed out that this will be considered as an approval to the amended license terms. If the customer dissents within the stated deadline, SOFiSTiK reserves the right to terminate the contract for the software rental at the soonest possible termination date in accordance with section 5.

9.   Miscellaneous

9.1   If the customer operates a commercial business within the meaning of Sec. 1 (1) of the German Commercial Code (*Kaufmann im Sinne des Handelsgesetzbuchs*) or a statutorycorporation or foundation under public law, the legal venue for all disputes arising from or in connection with these License Terms is Munich/Germany.

9.2   If the customer operates a commercial business within the meaning of Sec. 1 (1) of the German Commercial Code (*Kaufmann im Sinne des Handelsgesetzbuchs*) or a statutory corporation or foundation under public law, the place of performance for all duties and obligations arising from contracts between SOFiSTiK and the customer shall be the registered office of SOFiSTiK.

9.3   Agreements between SOFiSTiK and the customer shall be exclusively governed by German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

9.4   If any provision of these License Terms is, or later becomes, invalid, the validity of the remaining provisions shall remain unaffected.