

## ecofinance Licensing Agreement

### § 1 Definitions

#### 1. Programs

Software products owned by ecofinance that are ordered by the Customer, including software documentation and all software updates that were rendered to the Customer within the framework of technical support.

#### 2. Customer

The licensee itself, including all corporate entities in which the licensee has a majority interest as well as all partnerships ("Personengesellschaft" or "Handelsgesellschaft") in which the licensee is a general partner ("Komplementär"), for the time of the existence of the majority interest or the status of general partner, respectively.

#### 3. Place of Installation

The venue and data processing environment, where ecofinance installs the programs according to the Agreement.

### § 2 Validity of this Agreement

This Licensing Agreement constitutes an integral part of and is valid within the framework of the relevant contractual relationship between ecofinance and the Customer.

### § 3 Granting of Rights

With entrance into force of the Project Agreement, ecofinance grants the Customer for an unlimited period a license to use in the course of its business, in the data processing environment specified in the contract or on a compatible platform, the programs that are subject of the contractual relationship. The transfer, to third parties or to places of installation not prescribed in the contract, of the software including modifications or extensions is prohibited.

Changes in the place of installation are permissible only pursuant to prior written consent by ecofinance. In case of such a change, the Customer is obliged to certify in writing to ecofinance that all copies at the prior place of installation have been destroyed or transferred to the new place of installation.

Absent written consent by ecofinance, the Customer is not permitted to copy in whatever manner the software or to have it copied by a third party, except in order to archive it or to set up a test system.

The Customer is hereby informed that the programs may include code from other manufacturers. The use of parts of programs, therefore, not permitted but for the use in a program.

### § 4 Property Rights

All property rights, intellectual property rights, and any other industrial property rights in programs developed by ecofinance and marketed by ecofinance or third-parties, and hence licensed to the Customer, remains with ecofinance.

## **§ 5 Warranty**

For the term of the valid contractual relationship, ecofinance warrants the Customer that the programs function, in regard of all material aspects, in accordance with the documentation. Defects must be asserted in writing within six (6) months from the acceptance; otherwise the Customer's claim is forfeited. If this warranty clause becomes applicable, ecofinance shall remove the errors(s) in the program causal for the defect within a reasonable period of time.

## **§ 6 Release from Liability**

ecofinance warrants that the programs subject to the contract do not violate third-party rights. In this regard, ecofinance shall indemnify the Customer and hold the Customer free and harmless. This is subject to the condition that the Customer (i) informs ecofinance in writing of the third-party claim within 14 days of its occurrence, (ii) lets ecofinance undertake the defense against the claim, (iii) provides ecofinance with all information necessary to this defense, and (iv) provides ecofinance with letters of attorney in regard of this defense.

In case of such a claim, ecofinance may either modify the program in order for it to end infringing third-party rights, provided the material functionalities are not changed, or provide for a license to allow for the use of the program. If, using reasonable efforts, this is impossible, the Customer has the right to terminate the contract prematurely.

## **§ 7 Liability**

ecofinance's liability vis-à-vis the Customer for damages and consequential damages is limited to such amounts that are prescribed in the individual contracts.

## **§ 8 Copyright**

All copyrights in the programs and the source code shall belong to ecofinance and ecofinance's respective licensors. Within the framework of this contractual relationship, the Customer is granted merely a right to use. It is forbidden for the Customer to pass on the programs. The Customer's involvement in the creation of program parts shall not give rise any rights beyond those contractually prescribed. The violation of ecofinance's copyright entails liability for damages; full satisfaction shall be given to ecofinance.

## **§ 9 Trademark Protection**

The ecofinance products

ITS and ITS@web  
CPS and CPS@web

have for a long time been distributed Europe-wide; they are distinguishing marks known in commerce. It is prohibited to use them in Europe without written authorization by ecofinance.