VYSOFT · DATAGLOBAL MÜNCHEN GMBH & CO. KG

General Terms and Conditions and Customer Information

I. General Terms and Conditions
II. Customer Information
III. Right of Withdrawal for Consumers

I. General Terms and Conditions

§ 1 Fundamental Provisions

The following terms and conditions apply to all contracts that you conclude with us as the provider (dataglobal München GmbH & Co. KG) via the website www.vysoft.eu or via the acceptance of an offer. Unless otherwise agreed, the inclusion of any own conditions used by you is rejected.

A consumer within the meaning of the following regulations is any natural person who concludes a legal transaction for purposes that are predominantly neither attributable to their commercial nor their independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their independent professional or commercial activity.

We reserve the right to name our customers on our website with their logo. Please let us know if you do not wish this.

§ 2 Conclusion of the Contract

The subject of the contract is the sale of goods or the rental of software solutions.

By placing the respective product on our website, we are already submitting a binding offer to conclude a contract under the conditions specified in the item description.

The contract is concluded as follows: The goods/software solutions intended for purchase are specified via an offer. The contract is concluded with the acceptance of the offer.

Your requests for the preparation of an offer are non-binding for you. We will submit a binding offer to you in text form (e.g. by e-mail), which you can accept within 5 days.

The processing of the order and transmission of all information required in connection with the conclusion of the contract takes place via e-mail, in some cases automatically. You must therefore ensure that the e-mail address you have stored with us is correct, that the receipt of e-mails is technically ensured and, in particular, is not prevented by SPAM filters.

§ 3 Right of Retention, Retention of Title for Hardware

You may only exercise a right of retention insofar as it concerns claims arising from the same contractual relationship.

The goods remain our property until full payment of the purchase price.

If you are an entrepreneur, the following applies in addition:

- We reserve title to the goods until all claims arising from the current business relationship have been settled in full. Pledging or assignment as security is not permitted before the transfer of ownership of the reserved goods.
- You can resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice amount that accrue to you from the resale; we accept the assignment. You remain authorised to collect the claim. However, if you do not properly meet your payment obligations, we reserve the right to collect the claim ourselves.
- In the event of combination and mixing of the reserved goods, we acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.
- We undertake to release the securities to which we are entitled at your request to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released is incumbent upon us.

§ 4 Warranty for Hardware

The statutory rights of liability for defects exist.

As a consumer, you are requested to immediately check the item for completeness, obvious defects and transport damage upon delivery and to notify us and the carrier of complaints as quickly as possible. If you do not comply with this, this has no effect on your statutory warranty claims.

If you are an entrepreneur, the following warranty provisions apply in deviation from the above:

- Only our own information and the manufacturer’s product description are deemed to be agreed as the quality of the item, but not other advertising, public promotions and statements by the manufacturer.

- In the event of defects, we provide a warranty at our discretion by repair or subsequent delivery. If the removal of the defect fails, you can demand a reduction in price or withdraw from the contract at your discretion. The removal of the defect is deemed to have failed after the unsuccessful second attempt, unless something else arises in particular from the nature of the item or the defect or the other circumstances. In the event of rectification, we do not have to bear the increased costs incurred by moving the goods to a place other than the place of performance, provided that the relocation does not correspond to the intended use of the goods.
- The warranty period is one year from delivery of the goods or, in the case of software rental, until the end of the term of the contract. The shortening of the period does not apply:
  – for damages caused by us through culpable negligence resulting from injury to life, limb or health and for other damages caused intentionally or through gross negligence;
  – insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
  – for items that have been used for a building in accordance with their usual use and have caused its defectiveness
  – for statutory rights of recourse that you have against us in connection with defect rights.

§ 5 Rights of Use for Software Rental

The lessor grants the lessee the simple right to use the software to run the software on a specific tenant/server.

An additional installation of the software, for whatever reason, requires renewed approval by the lessor.

If no approval is given, the use of the software is not permitted.

The lessee may not sell, give away, lend or sublet the software.

The lessee is not entitled to remove or circumvent the existing protection mechanisms of the program against unauthorised use, unless this is necessary to achieve trouble-free program use.

§ 6 Infringement of Property Rights

The lessor shall indemnify the lessee at its own expense against all claims by third parties arising from infringements of property rights for which the lessor is responsible. The lessee shall inform the lessor immediately of the asserted claims of third parties. If the lessee does not inform the lessor immediately of the asserted claims, the indemnity claim shall expire.

In the event of infringements of property rights, the lessor may, without prejudice to any claims for damages by the lessee, at its option and at its own expense, either make changes to the affected service after prior consultation with the lessee that ensure that an

infringement of property rights no longer exists, or acquire the necessary rights of use for the lessee.

§ 7 Term

The provision of the software begins with the operation or acceptance and can be terminated in writing with a notice period of 3 months to the end of the quarter.

Termination for good cause remains unaffected.

After termination of the contract, the lessee must return or destroy all data carriers and backup copies received from the lessor, uninstall the software on all devices and irretrievably delete any remaining recognisable software residues from the IT system. At the request of the lessor, the lessee must confirm in writing that the aforementioned obligations have been fulfilled.

Any termination must be in text form (§ 126b BGB) to be effective.

§ 8 Choice of Law, Place of Performance, Place of Jurisdiction

German law applies. For consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn (principle of favourability).

The place of performance for all services arising from the business relationships existing with us and the place of jurisdiction is our registered office, insofar as you are not a consumer, but a merchant, legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or if your domicile or habitual residence is not known at the time the action is brought.

The provisions of the UN Convention on Contracts for the International Sale of Goods expressly do not apply.

II. Customer Information

1. Identity of the Seller

dataglobal München GmbH & Co. KG
Bavariafilmplatz 7
82031 Grünwald
Germany

Telephone: +49 89 700 744 070
E-mail: info@vysoft.eu

Alternative Dispute Resolution:

The European Commission provides a platform for online dispute resolution (ODR platform), which can be accessed at https://ec.europa.eu/odr.

2. Information on the Conclusion of the Contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the correction options take place in accordance with the provisions of “Conclusion of the Contract” of our General Terms and Conditions (Part I.).

3. Contract Language, Contract Text Storage

The contract language is German.

The complete contract text is not stored by us. Before submitting the order via the online shopping cart system, the contract data can be printed out or electronically saved using the print function of the browser. After receipt of the order by us, the order data, the legally required information for distance selling contracts and the General Terms and Conditions will be sent to you again by e-mail.

For quotation requests outside the online shopping cart system, you will receive all contract data in the context of a binding offer in text form, e.g. by e-mail, which you can print out or save electronically.

4. Essential Characteristics of the Goods or Service

The essential characteristics of the goods and/or service can be found in the respective offer.

5. Prices and Payment Modalities

The prices stated in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

The applicable shipping costs are not included in the purchase price. They can be accessed via a correspondingly designated button on our website or in the respective offer, are shown separately during the ordering process and must be borne by you in addition, unless free shipping has been promised.

If the delivery is made to countries outside the European Union, further costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which are to be borne by you. You must also bear any costs incurred for money transfers in cases where the delivery is made to an EU member state, but the payment was initiated outside the European Union.

The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

Unless otherwise stated for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

In the case of software rental, invoicing takes place monthly, retroactively for the past month. For usage-based services, the respective quantity of the defined measurement variable is relevant at the end of the month. Unless otherwise agreed, a payment term of 30 days applies.

The invoice is delivered digitally in the form of an automated email with a PDF attachment.

6. Delivery Conditions

The delivery conditions, the delivery date and any existing delivery restrictions can be found under a correspondingly designated button on our website or in the respective offer.

If you are a consumer, it is legally regulated that the risk of accidental loss and accidental deterioration of the sold item during shipment only passes to you upon delivery of the goods to you, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or another person designated to carry out the shipment.

If you are an entrepreneur, the delivery and shipment are at your risk.

7. Statutory Liability for Defects

Liability for defects is governed by the “Warranty” provision in our General Terms and Conditions (Part I).

These General Terms and Conditions and customer information have been prepared by the lawyers specialising in IT law at Händlerbund and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal certainty of the texts and is liable in the event of warnings. Further information can be found at: https://www.haendlerbund.de/agb-service.

Last updated: 07.12.2017

III. Right of Withdrawal for Consumers

(A consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither attributable to their commercial nor their independent professional activity.)

CANCELLATION POLICY

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day

- on which you or a third party named by you, who is not the carrier, has taken possession of the goods, provided that you have ordered one or more goods as part of a single order and these are delivered uniformly;
- on which you or a third party named by you, who is not the carrier, has taken possession of the last goods, provided that you have ordered several goods as part of a single order and these are delivered separately;
- on which you or a third party named by you, who is not the carrier, has taken possession of the last partial shipment or the last piece, provided that you have ordered goods that are delivered in several partial shipments or pieces

In order to exercise your right of withdrawal, you must inform us (dataglobal München GmbH & Co. KG, Bavariafilmplatz 7, 82031 Grünwald, telephone number: +49 (89) 700744070 , email address: info@vysoft.eu) by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but it is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the day on which we received notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this refund.

We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the withdrawal from this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the nature, properties and functionality of the goods.

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back.)

To dataglobal München GmbH & Co. KG, Bavariafilmplatz 7, 82031 Grünwald, email address: info@vysoft.eu :

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate.