

**General Terms and Conditions
of secunet Security Networks AG for
Performance with Regard to Purchase,
Work, Service, Support and Maintenance
(as per 12/2009)**

Section A: General

§ 1 Subject Matter of the Contract

secunet offers a comprehensive performance related to the security of information and communication technologies. This performance includes delivery of standard software and hardware, consultation, development, implementation, customer services and training.

The specific subject of the performance to be effected by secunet based on these General Terms and Conditions (hereinafter referred to as "GTC") is to be taken from the offer.

§ 2 Exclusion of Other GTC

By accepting secunet's offer, the customer acknowledges exclusive applicability of these GTC as a contractual basis for the rendering of services by secunet. Any customer GTC to the contrary shall be excluded.

§ 3 Licenses

Unless otherwise specifically agreed on with the customer in writing, the following shall apply with regard to licenses:

(1) secunet grants the customer a non-exclusive license, restricted to the object of the agreement, to use the subject matter of the contract for an indefinite period of time, which license, however, shall be geographically restricted to the place where the use according to the agreement is to take place.

(2) If licenses to use software are granted, such licenses can be subject to specific restrictions (e.g., number of users, number of applications or CPUs accessing the server). In the absence of a specific agreement on the number of licenses, the license may be used by the number of individuals needed by the customer for its use according to the agreement.

(3) It is only permitted to make copies of the software to the extent to which such copies are needed for its use according to the agreement. The customer shall be permitted to make the required number of backup copies. Backup copies on portable data carriers have to be marked as such and provided with the copyright note from the original data carrier.

(4) The customer shall only be entitled to change, expand and otherwise revise the software as defined by § 69 c item 2 Copyright Act (UrhG) to the extent mandatorily permitted by law. Before the customer itself or third parties shall be allowed to recover a fault, secunet shall be entitled to two attempts to recover the fault.

(5) The customer shall only be entitled to decompile the software within the limits set by § 69 e UrhG, and only if secunet, after having received a written request setting a reasonable time limit, has failed to make available the required data and/or information in order to establish interoperability with other hard- and software.

(6) In the event that secunet provides the customer with amendments (e.g., patches, amendments to the operation manual) or with new versions of the software (e.g., update, upgrade) replacing any subject matter of the contract ("old software") made available earlier, these GTC shall also apply to these new versions.

In the event that secunet makes a new edition of the software available, the customer's license with regard to the old software based on this agreement shall expire as soon as the customer productively uses the new software, even without an express request to return the old software.

(7) It is not permitted to copy or revise the user documentation.

(8) The source code of the software being the subject matter of the contract shall not be a part of said subject matter.

§ 4 Means of Security

(1) secunet reserves title to such subject matter of the contract that qualifies for title until the remuneration owed has been paid in full (reservation of title).

(2) The customer shall neither be allowed to pledge nor to transfer by way of security the subject matter of the contract.

(3) Until payment has been effected in full, the customer shall only be permitted to resell or process the subject matter under the remaining provisions of this agreement on condition that the customer effectively and by way of security assigns its claims against its buyers from the resale or for another cause in law to secunet, and that in the event of a resale the customer transfers title to its buyer subject to payment. secunet grants the customer revocable authority to collect the assigned claims on the customer's account on its own behalf. This authorization to collect may only

be revoked if the customer fails to duly fulfil its obligation to pay.

(4) Moreover, secunet reserves granting of the licenses to use the respective subject matter of the contract, to which granting the contracting party is entitled in accordance with this agreement, until the remuneration owed for the respective item has been paid in full. Paragraphs 2 and 3 shall apply mutatis mutandis in this respect. The customer shall be permitted to temporarily use items for test purposes.

§ 5 Set-Off and Right of Retention

The customer shall only be entitled to a set-off if its claims have not been disputed or have become res judicata. The customer may only assert its right of retention based on counterclaims resulting from this contractual relationship.

§ 6 Customer's Duty to Cooperate

(1) At secunet's request, the customer shall make available to secunet all materials, documents and data to an adequate extent, free of extra charge, and it shall perform all other acts of cooperation in good time and in a final manner, make available at any time and free of charge to secunet's staff the information needed for its work and shall supply said staff in good time with all information required. secunet may assume that these documents, data and information are complete and accurate unless secunet realizes, or by gross negligence fails to realize, that they are incomplete or inaccurate.

(2) The customer shall make available to secunet's staff working in its company suitable premises where documents, documentation and data carrier can be stored. The customer shall ensure that said premises shall be accessible to secunet's staff at any time during working hours, and that the premises are securely locked.

(3) The customer shall ensure that the performance according to the agreement can be duly effected at a time of performance agreed on.

(4) The customer shall observe manufacturer guidelines, if any, pertaining to the system environment.

(5) In the event of notices of defects, if any, by the customer, the customer shall enable secunet and its staff to gain, and it shall grant to them, unimpeded access to the respective devices/premises.

(6) In the absence of an agreement with secunet to the contrary, the customer shall be obliged to take its own protection measures required with regard to

its data and data processing systems, in particular to regularly perform a backup of its data.

§ 7 Remuneration

(1) The prices quoted in secunet's offer shall apply with the reservation that the order data, on which the submitted offer is based, remain unchanged. secunet's prices shall apply plus applicable statutory value added tax.

The remuneration shall become due and payable 30 days after invoicing.

The prices for deliveries include transport and packing.

(2) In the event of essential amendments to the performance specifications resulting from a customer initiative or based on the customer's wishes (e.g., in the objective of the planned solution or the system components to be used), the agreements on deadlines and remuneration have to be adjusted in accordance with the amended performance.

(3) Should the execution of secunet's performance be delayed for reasons for which the customer can be held responsible or which can be attributed to the customer's sphere of risk, secunet may request an adequate compensation for this. The factors to be considered for the determination of the compensation are, on the one hand, the duration of the delay and the remuneration agreed on between the parties for the delayed performance and, on the other hand, the expense saved by secunet and the alternative opportunities of employing its work force used or being available to it.

Should the performance in question consist of services, secunet may charge the agreed remuneration for the delayed performance without being obliged to effect performance. However, secunet has to permit the customer to deduct secunet's expense saved and the earning opportunities which it used, or maliciously failed to use, during the delay.

(4) Should the customer fail to perform its duty to cooperate in accordance with § 6 for reasons for which it can be held responsible or which can be attributed to its sphere of risk, the customer shall be obliged to pay for the additional expense incurred by secunet.

(5) In the events described in the paragraphs (3) and (4) above, secunet shall be entitled to consolidate the amount owed by the customer into a lump sum by charging "hold-ready" costs. Hold-ready costs are set at 50% of the daily rate agreed on for the staff members planned to work at the

customer's, which costs will be charged as of the 3rd day of the delay on the part of the customer. If no daily rate has been agreed, the hold-ready costs shall be charged at € 700.00 per day. The customer may reserve the right to prove vis-à-vis secunet that the fact that secunet's members of staff were not employed within the specified time did not result in any damage or resulted in much slighter damage.

§ 8 Defects of Quality and Defects of Title

(1) secunet warrants that no third party rights shall prevent the use of the subject matter of the contract by the customer for contractual purposes at the place of use according to the agreement. Should a third party assert vis-à-vis the customer that its rights are being infringed by any part of secunet's performance, the customer shall notify secunet without delay. The customer shall not be permitted to recognize third party claims without having obtained secunet's prior approval, or to admit the facts on which such claims are based or to effect a compromise in this respect.

(2) The customer knows that software is never free from faults. An insignificant deterioration in the quality of the software shall not constitute a defect.

The customer's claim to removal of defects shall be excluded if the defect is not reproducible or cannot be demonstrated by means of handwritten or mechanically produced records.

(3) secunet's liability shall be excluded should the defect have been caused by normal wear, by an operating error or other use not in conformity with the contract for which the customer can be held responsible.

(4) The customer shall support secunet in analysing the fault and in removing the defect by describing occurring problems as specifically as possible, by providing secunet with comprehensive information and by giving secunet access to the subject matter of the contract. At its discretion, secunet shall be entitled to remove the defects either on the customer's premises or its own premises or have the removal performed by third parties. With the customer's consent, secunet shall also be entitled to render services by remote maintenance. To the extent required, the customer shall remove data, data carriers, amendments and attachments before defect removal.

(5) If the subject matter of the contract shows defects in quality and defects in title, secunet shall first be entitled to effect subsequent performance.

In the event of defects in quality, at the discretion of secunet, subsequent performance shall consist either in the removal of the defect or in the delivery/provision of an item that is free of defects.

If the defect concerns software, secunet's subsequent performance may additionally consist in secunet pointing out to the customer possibilities of how effects of the defect can be avoided. A new program version of equal value or a previous program version of equal value that did not contain the defect shall be accepted by the customer if it can be reasonably expected to do so.

In the event of defects in title, subsequent performance shall mean that, at the discretion of secunet, secunet shall procure for the customer a legally incontestable possibility of using the software delivered/made available or of using replaced or amended software of equal value.

(6) Should a customer's request directed to secunet to remove defects prove to be unjustified, the customer shall be liable to pay damages if the customer realized or culpably failed to realize that there was no defect but that the cause for the symptom it complained about lies in its own sphere of responsibility.

(7) Should secunet not effect subsequent performance within a reasonable period set by the customer, or should subsequent performance fail, which, as a rule, requires two fruitless attempts to effect subsequent performance, should subsequent performance be impossible or can the customer not be expected to agree to it, the customer shall be entitled (i) to rescind the contract or reasonably reduce the remuneration and (ii), on the following conditions and within the limits of the contractual liability regulations, demand damages or reimbursement of expenses. The legal consequences resulting from rescission and reduction of the purchase price shall be in line with the statutory regulations provided that they are not in conflict with this agreement.

If, in the context of the subsequent performance, secunet makes available to the customer a new version of the software and therefore its license with regard to the old software expires, or if the customer's license with regard to the software delivered/made available expires due to rescission, the customer shall be obliged to immediately return all original copies of the old software made available by secunet, or, in the event of a rescission, all copies of the software delivered/made available, immediately upon expiry of the license or, to the extent and as long as the customer is required by law to keep the software longer, immediately upon expiry of the retention

period, and to immediately delete all copies made by the customer itself in this respect, and to assure secunet in writing that the above has been dealt with.

(8) The limitation period for all claims based on defects in quality and defects in title, including the claim to reimbursement of the purchase price or the remuneration after rescission or reduction of the purchase price, shall be one year and shall commence as of delivery/acceptance of the subject matter of the contract. The claims to reimbursement of the purchase price/the remuneration after rescission or reduction of the purchase price, which likewise may only be asserted within one year as of delivery/acceptance of the subject matter of the contract, shall, however, become statute-barred latest fifteen months as of commencement of the limitation period. In the event that secunet acted wilfully or by gross negligence, in the event of fraudulent concealment of a defect, of personal injury or defects in title consisting in a third-party right, as a result of which it can be demanded that the subject matter of the contract be handed over, and in the event of claims arising from the Product Liability Act, the relevant statutory limitation periods shall apply.

(9) With the exception of the claims for damages and claims to the reimbursement of futile expenses in accordance with the contractual liability regulations, any further claims of the customer based on defects in quality and defects in title shall be excluded.

(10) The claims arising from any warranty assumed by secunet vis-à-vis the customer shall remain unaffected by the above regulations.

§ 9 Liability

(1) Irrespective of the underlying cause in law, secunet shall only be liable with regard to damages or reimbursement of futile expenses if it acted wilfully or by gross negligence or in the event of a culpable infringement of an essential contractual obligation. In the event of infringement of an essential contractual obligation secunet's liability shall be limited to the foreseeable damage unless secunet acted wilfully or by gross negligence. The foreseeable damage shall not exceed an amount of EUR 1 million. The limitations on liability mentioned above shall not apply to personal injury and to the statutory liability in line with the Product Liability Act. The claims arising from any warranty assumed by secunet vis-à-vis the customer shall also remain unaffected.

(2) The limitation period for claims for damages asserted by the customer vis-à-vis secunet shall be one year as of the statutory commencement of the limitation period. To the extent that the law provides for maximum limitation periods for claims for damages, these claims, however, shall become statute-barred latest upon expiry of these statutory maximum periods. In the event that secunet acted wilfully or by gross negligence, in the event of fraudulent concealment of a defect, of personal injury or defects in title consisting in a third-party right, as a result of which it can be demanded that the hardware and/or software be handed over, or in the event of claims arising from the Product Liability Act and/or a warranty granted by secunet to the customer, the relevant statutory limitation periods shall apply instead of the regulation above.

§ 10 Export Restriction

(1) Should the subject matter of the agreement be exported or passed on across the border, which applies in particular to a resale across the border, the customer shall, on its own responsibility, observe the applicable export control and customs regulations and other provisions laid down by foreign trade and payments law, and it shall obtain from the competent authorities any required (export) permits.

(2) Should the delivery and/or performance relationship between the customer and secunet involve crossing the border, the customer shall bear any customs, fees and other levies incurred. Furthermore, in the context of such a relationship with secunet the customer shall be responsible for examining and observing on its own responsibility the import, export control and customs regulations and other regulations based on foreign trade and payments law applying to it. In this respect, secunet shall be under no obligation to advise the customer.

§ 11 Confidentiality and Data Protection

(1) Confidential information shall be all information about facts related to a business, information that is only known to a very limited number of people, which means it is not common knowledge, and which, based on a justified interest of the owner of the business is to be kept confidential, regardless of its nature and form. This also includes in particular oral information, written statements, memoranda, reports, documents, studies, analyses, drawings, letters, computer printouts, software programs, specifications, data, graphics, tables, sound recordings, image copies and any type of copies of the above-mentioned information.

(2) The parties to the agreement shall treat confidential information strictly confidentially and either party shall not pass it on to third parties without having obtained the other party's prior written consent. Either party shall be permitted to pass on confidential information to such staff members who need the respective confidential information for the purpose of executing the agreement, provided that the respective member of staff committed himself or herself in writing to observe confidentiality.

(3) The obligation to maintain confidentiality described above shall not apply to information which

- a) was already common knowledge at the point in time when it was received by the receiving party;
- b) was already known to the receiving party at the point in time when it was received by the receiving party;
- c) becomes common knowledge after it has been received without any involvement of the receiving party;
- d) is made accessible by a third party which has no obligation to keep it confidential and refrain from using it, provided that such third party did not directly or indirectly receive such information from the receiving party, or
- e) has to be disclosed based on legal provision, government or court decisions, provided that the disclosing party communicates to the other party the confidential information to be disclosed before it actually discloses it.

(4) Unless the parties to the agreement have made other arrangements, the duty to observe confidentiality in line with this section shall expire five years after the respective contractual relationship defined in the offer has been terminated.

(5) The parties to the agreement undertake to observe the regulations laid down in the Federal Data Protection Law.

§ 12 Force Majeure

In the event that, despite exercising reasonable care, one of the parties to the agreement is prevented by force majeure, in particular as a result of the occurrence of unforeseeable, extraordinary circumstances (e.g., problems with energy supply, strike or lockout, operational breakdowns, war and unrest, natural disasters or fire, epidemics or quarantine, government measures or similar

circumstances), from fulfilling its duty in due time or otherwise according to contract, said party shall, to the extent of the respective influence, be exempt from observing this duty or be entitled to postpone delivery of its performance by the duration of the impediment plus a reasonable start-up period. The parties shall immediately notify each other about events of force majeure.

§ 13 Other Provisions

(1) The agreement shall exclusively be subject to German law to the exclusion of the UN Sales Convention and the rules of international private law.

(2) Alterations and supplements to this agreement must be made in writing. The same shall also apply to revocation of the actual requirement of the written form.

(3) The exclusive venue for the contractual relationship between the parties and all rights and obligations connected with it shall be Essen. At its discretion, secunet shall also be entitled to bring an action against the customer at the customer's seat. The right of the parties to apply to the courts competent in each case for temporary relief shall remain unaffected.

(4) Should individual provisions of this agreement be ineffective or unenforceable or should a gap in this agreement become evident, this shall not affect the legal validity of the remaining provisions. In order to fill the gap, the parties shall enter into an adequate arrangement which, to the extent possible, shall be closest to what the parties to the agreement would have agreed on, if they had identified the gap. The same shall apply mutatis mutandis to ineffective provisions unless they are part of secunet's General Terms and Conditions.

Section B: Purchase of Software and Hardware, Subscription

§ 1 Duty to Examine and Give Notice of Defects

The customer shall be obliged to examine the software and hardware delivered without delay following delivery and to immediately notify secunet of any defect. In such notification the defect has to be described as specifically as possible. Should the customer fail to notify secunet, the software and/or hardware shall be held approved unless the defect could not be detected during the examination.

Should such hidden defect become obvious at a later date, the customer has to notify secunet immediately upon detection of such defect; otherwise the software and/or hardware shall be held approved also with regard to this defect. The customer shall meet its obligation to notify secunet by sending the notification in due time. The provisions in this clause do not apply to defects fraudulently concealed by secunet.

§ 2 Passing on of the Subject Matter of the Contract

(1) The customer shall only be entitled to pass on the subject matter of the contract to a third party as a unit and upon complete and final abandonment of its own use of the subject matter of the contract. Any temporary passing on of the utilization to a third party or any passing on to such third party against partial payment of a fee shall be prohibited regardless of whether the subject matter of the contract is made available in a physical or non-physical form.

(2) Any passing on of the subject matter of the contract shall be subject to secunet's written approval. secunet's written approval shall be given if (i) the customer assures secunet in writing that it has passed on to the third party all original copies of the subject matter of the contract and that it has deleted all copies made by itself, and that (ii) the third party declares itself in writing vis-à-vis the customer to be in agreement with the terms agreed hereunder for using and passing on subject matter of the contract.

Section C: Work Performance

§ 1 Acceptance

(1) As soon as secunet declares the work to be functional, the customer shall be obliged to start and complete acceptance without delay. The customer shall not be permitted to refuse acceptance because of insignificant defects.

(2) Acceptance shall be considered completed if the customer fails to accept the work within 10 working days though the customer is obliged to accept it.

(3) In the event of acceptance of part performance, the limitation periods for the respective part performance depending on the acceptance shall commence as of the acceptance of the respective part performance. Should different acceptance

times have been agreed on for individual parts of the work or for parts of the work which are complete themselves, the respective acceptance test shall be limited to the part performance.

§ 2 Notice of Termination

(1) The ordering party's right of termination shall be limited to termination for an important reason.

(2) § 649 sentence 3 BGB (Civil Code) shall not apply to the relationship between the parties. The contractor shall be entitled to demand the remuneration agreed on; it has to concede, however, that from the remuneration such expense be deducted which it saved as a result of the rescission of the contract or which it gains as a result of otherwise making use of its working capacity or maliciously refrains from gaining in this way.

§ 3 Safety Measures before Acceptance

Should the work be in its sphere of influence even before acceptance, the customer shall be obliged to take the required technical and organizational measures for safeguarding the asset (obligation to keep in safe custody).

Section D: Services

§ 1 Defect in Consultancy Services

The consultancy services shall be considered free of defects, provided that secunet provides the consultancy services to be rendered based on the offer in line with the state of the art and uses competent and qualified members of staff to render the services.

§ 2 Duration, Periods of Notice and Call Off

(1) The duration can be taken from the offer.

(2) Service contracts limited in time shall terminate upon expiry. Service contracts unlimited in time may be terminated in writing by the end of a month subject to six weeks' notice. Notice of termination may only be given for the first time three months after the conclusion of the contract.

(3) The contract can be terminated by either party for an important reason without observing any period of notice. In the event of a termination for an important reason secunet shall retain the claim to the remuneration incurred up to the time of

termination and shall be entitled to a claim for lump-sum damages amounting to 60 % of the remuneration to be incurred up to the point in time at which the customer would have been for the first time entitled to give due notice. The customer shall reserve the right to prove that secunet incurred less damage.

(4) Optional services offered have to be called off within two years as of the conclusion of the contract.

§ 3 Impairment of the Performance

(1) Should the service not be rendered according to contract and should secunet be responsible for this, secunet shall be obliged to render the service in whole or in part without additional costs for the customer within a reasonable period according to contract, unless this is only possible at an unreasonable expense. This obligation of secunet shall only apply if the customer gives notice in text form of the impairment of the performance not later than within two weeks after having gained knowledge of it. In order to observe the time limit, the timely dispatch of the notice shall suffice. Should such notice not be given or not be given in due time, the customer shall forfeit the right to invoke the impairment of the performance. The exclusion facts mentioned above shall not apply to an impairment of the performance caused by secunet wilfully and by gross negligence, to impairment concealed fraudulently as well as to infringements of warranties; in such cases the statutory regulations shall apply.

(2) The limitation period for claims of the customer based on impairment of performance shall be one year as of the statutory commencement of the limitation period. The claims to reimbursement of the remuneration after rescission, which likewise may only be declared within the above-mentioned limitation period, shall become statute-barred latest fifteen months as of the commencement of the limitation period. In the event that secunet acted wilfully or by gross negligence, in the event of fraudulent concealment and of personal injury, the respective statutory limitation periods shall apply. The claims arising from any warranty assumed by secunet vis-à-vis the customer shall remain unaffected.

Section E: Support, Hardware Maintenance, Software Maintenance, Permitting Temporary Use of Software and/or Hardware

§ 1 Supplementary Application of the Other Sections

The support contract in each case may include service contract, work contract, purchase contract and lease contract performance. The provisions laid down in the foregoing sections shall be applied as supplements to the support contract.

§ 2 Support Performance, Permitting Use of Program Parts

In the absence of an express agreement, secunet's support performance does not include permitting the use of updates, upgrades, new versions and releases ("program parts"). In principle, however, secunet is prepared to provide available program parts against additional remuneration. secunet shall only refuse to do so in exceptional cases.

§ 3 Permitting Temporary Use of Software and/or Hardware

Should secunet's support performance refer to software and/or hardware which the customer has been permitted to use temporarily, the following provisions shall take priority over the provisions laid down in the sections above:

(1) Licenses

secunet grants the customer a non-exclusive, non-transferable license to use the software and/or hardware. The license shall be limited to the term of the contract and shall be geographically restricted to the country of destination agreed on by the parties where it is planned to use the software and/or hardware.

(2) Passing on of the Subject Matter of the Contract

a) Without secunet's express prior consent, the customer shall not be permitted to let third parties use, to sell or to rent out or to otherwise permanently or temporarily pass on to third parties the software and/or hardware including the user documentation.

b) The dependent use by the employees of the customer or by other third parties subject to the customer's authority to give instructions shall be permitted within the limits of use in accordance with the regulations.

(3) **Obligation of the Customer to Notify secunet and Duty to Exercise Proper Care**

a) The customer shall be obliged to immediately notify secunet of any software and/or hardware defects. Within the bounds of what is reasonable, the customer shall in this respect take into account secunet's instructions about problem analysis and pass on to secunet all information required for removal of the defect.

b) The customer shall take suitable precautions for protecting the subject matter of the contract against third party access. The customer shall keep in a secured place the original data carriers and the data carriers with the copies made by it according to contract and the data carriers with the documentation. The customer shall inform its employees and the other persons entitled to a dependent use of the software according to § 3 par. 2 b) that they are not permitted to make copies beyond the scope according to contract.

(4) **Rights of the Customer in the Event of Defects**

a) secunet shall be obliged to keep the software and/or hardware for which it permits temporary use for the agreed term in a condition suitable for its use according to contract, and to carry out respectively required maintenance and repair work.

b) secunet shall be entitled to make changes to the software and/or hardware for which it permits temporary use to the extent that such changes help maintenance of the software and/or hardware. Improvement measures may only be taken to an extent reasonable for the customer and only if the use of the software and/or hardware according to contract is thereby not impaired.

c) The customer shall immediately notify secunet of the occurrence of defects, faults or damage. The customer shall forfeit its rights if it knows about the defect but does not give notice of the defect and continues paying the agreed remuneration for at least three months without any reductions and reservations.

d) Any defects shall be removed by repair free of charge. With the customer's consent, secunet shall be entitled to replace the software and/or hardware or individual components of them in order to remove defects. The customer shall not unreasonably withhold its consent to this measure.

e) The customer may terminate the contract based on non-granting of use according to contract only after secunet has been given sufficient opportunity to remove the defect and such removal has failed. Failure of removal of a defect may only be assumed if such removal is impossible, if it is refused by secunet or unreasonably delayed, if

there are reasonable doubts as to the prospects of success or if for other reasons the customer cannot be expected to accept the situation.

f) The customer's rights based on defects shall be excluded if the customer makes changes to the software and/or hardware or has somebody else make them without secunet's consent, unless the customer can prove that such changes have no unreasonable effects for secunet with regard to the analysis and removal of the defects. The customer's rights based on defects shall remain unaffected to the extent that the customer is entitled to make changes, in particular in the context of the customer's exercise of the right to remove defects itself in accordance with § 536a par. 2 BGB (Civil Code), and to the extent that the customer performs these changes expertly and documents them in a retraceable manner.

(5) **Return**

a) Upon termination of the support performance, the customer has to return to secunet the software and/or hardware in a proper condition, in particular the program on the original data carriers, including handbooks and documentation. Any copies made of the program made available by secunet shall be deleted completely and with final effect.

b) If the item made available is software, instead of a return secunet can also demand that the program made available be deleted and the handbooks and documentation made available be destroyed.

c) If, upon its return, the software and/or hardware show defects for which the customer can be held responsible, the customer shall be obliged to reimburse the costs for the repair.

d) It is not permitted to use the software and/or hardware in any manner after the termination of the contractual relationship. In the event of an exceeding use without secunet's consent, secunet shall be entitled to charge the customer the amount incurred for the exceeding use in accordance with the prices applicable to this at that point in time, unless the customer proves that the damage suffered by secunet was considerably less. This shall be without prejudice to any further claims for damages to be asserted by secunet.