

# GENERAL TERMS AND CONDITIONS

Supplementary General  
Conditions for software leasing

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Company: COOR GmbH  
Altlaufstraße 38-40  
85635 Höhenkirchen-Siegertsbrunn

Management: Gerhard Sendlhofer

+49 8102 8979616  
office@coor.info  
www.coor.info

HRB 194229  
UID NR DE 279312809

Bank: Oberbank AG  
IBAN DE52 7012 0700 1551 1462 18  
BIC OBKLDK33

## **Supplementary General Terms and Conditions for Software Lease**

### **1. Software Lease Agreement**

- 1.1 The Provider shall provide (leases) the COOR standard software to the Licensee for an agreed period of time (lease agreement).
- 1.2 The fee for software rental depends on the number of licenses and modules and is adjusted accordingly.

### **2. Duration and Termination**

- 2.1 Unless a special arrangement has been made for the period, the minimum lease period shall be 24 months.
- 2.2 After expiry of the minimum lease period, the Licensee shall be entitled to terminate the lease with a notice period of 3 months, to the end of the month.
- 2.3 The lease can be terminated without notice by either party for good cause. In particular, the Provider may terminate the lease without notice:
  - a) If the Licensee uses the Software in violation of the Agreement without the Provider's consent and does not cease such use despite a warning from the Provider.
  - b) If the Licensee is more than 90 days in arrears with any outstanding payments, notwithstanding a warning.
- 2.4 Any termination must be made in writing. If the Provider makes use of his right of termination, the Licensee shall be obliged to return all copies and data carriers of the Software immediately and the Provider may claim damages from the Licensee for non-performance of the contract for the remaining term of the contract.
- 2.5 At the end of the lease period, the Licensee shall be obliged to return all original storage media provided by COOR and any copies of the Software that may have been made. A proper return shall also include the complete and final deletion of the Software from all storage media of the Lessee.

### **3. Data Back-up**

- 3.1 The proper data backup, which is to be carried out at regular intervals that are as short as possible and adapted to the progress of work, is the responsibility of the Licensee, unless the data backup is part of the services to be provided by the Provider.

### **4. Software Maintenance**

- 4.1 In the case of software lease agreements, software maintenance is part of the range of services; it can only be terminated along with the software lease agreement.
- 4.2 Software leasing requires the conclusion of a software maintenance agreement.