

1. Scope of application

The lessee has signed a leasing contract for the use of software, hardware and/or databases. The general terms and conditions for software, hardware and/or databases apply to this leasing contract. The lessee and lessor have extended the leasing contract. The leasing contract now also includes the use of a gateway which enables the use of software that is installed on mobile devices, such as a smartphone or tablet PC (hereinafter the software is referred to as an "APP"). In addition to the general terms and conditions for software, hardware and/or database leasing contracts (in particular the provisions relating to software), the following supplementary general terms and conditions for software installed on mobile devices also apply to this additional usage. In the event of contradictions between the general terms and conditions for software, hardware and/or database leasing contracts and the supplementary general terms and conditions for software installed on mobile devices, the latter take precedence.

2. Type and subject of service

2.1 The lessor gives the lessee the right to use the gateway in accordance with its purpose to facilitate their work with, procurement of, planning with and design of Schüco products.

2.2 In conjunction with the APP, the gateway can be used by a number of mobile devices defined in the leasing contract to gain limited access to software leased by the lessor (SchüCal in particular) which is installed on a computer. The service features of the APP are contained in the version of the SchüCal mobile brochure currently valid at the time that this leasing contract was signed.

2.3 The lessee receives the gateway from Schüco in the form of installation media. The installation must be carried out by the lessee themselves. To use the gateway, the lessee also receives a dongle.

The gateway can only be installed on computers that have an up-to-date operating system in accordance with the current SchüCal mobile brochure (currently Windows Server 2008 R2 and later or client solution Win7 and later).

The gateway can only be used by the lessee if they have leased the relevant software for the gateway and installed this on a computer. If the lessee installs a gateway without leasing the relevant software, the leasing contract shall automatically become null and void. The lessee and lessor can agree upon the lease of relevant software, to enable the lessee to use the gateway.

2.4 The lessee shall neither transfer nor hand over, and in particular shall neither lease nor lend the gateway provided to third parties (for any period of time).

2.5 The lessee obtains the APP, which can be used in conjunction with the gateway, by downloading it independently and autonomously from the Apple App Store. The web address is "itunes.apple.com".

The APP can only be installed on mobile devices from the manufacturer Apple with the iOS operating system supported by them. The required iOS operating system version at the time the contract was signed can be found in the current version of the SchüCal mobile brochure.

The lessee shall install the APP themselves. An APP installed on a mobile device can only be used to access software leased by the lessee. If the lessee installs the APP on another mobile device in order to access the leased software using this device in future, the APP can only be used on the new device 24 hours after installation, provided at least 24 hours has passed since any previous installation was carried out.

3. Obligations of the lessee

3.1 The lessee is obliged to pay the agreed amount to the lessor.

3.2 The lessee is obliged to ensure by means of appropriate technical and organisational measures that the gateway is used in accordance with its purpose.

3.3 The lessee is obliged to protect the gateway at their own expense against access and impairment by third parties, and to inform the lessor immediately in writing of any threatened or actual enforcement measures, distraint, claims under lessor's lien etc., and to include the bailiff's return with the name and address of the creditor. The lessee shall also inform the lessor without delay of any application to foreclose on the property where a mobile device containing the gateway is located.

4. Term of the contract and notice of termination

4.1 The lease period begins on the first day of the month in which the lease of the gateway has been agreed by the lessee and lessor.

4.2 The lease term of the gateway is the same as the lease term of the software leased by the lessee that is installed on a computer, unless other provisions are stipulated under point 4. It ends automatically when the lease of the software ends.

4.3 The lease of the gateway can be terminated with a notice period of 6 months to finish either on 30 June or 31 December of the respective half year, independent of any termination of the leased software that is installed on a computer.

4.4 The lessor has the right to terminate the leasing contract for the gateway for cause without notice for a compelling reason. A compelling reason is deemed to exist in particular if:

- a) The lessee is in arrears with payments for more than 30 days, in particular the rental payment, and does not pay the arrears within one week of receiving a reminder;
- b) The lessee is in breach of the conditions set out under points 3.2 and 3.3;
- c) The lessee does not fulfil other contractual obligations despite warnings from the lessor, in particular if the lessee continues to use or tolerates usage of the gateway in a manner contrary to the conditions of the contract;
- d) Circumstances give the lessor cause for concern that the financial situation of the lessee has deteriorated or is likely to deteriorate compared with its state at the time the contract was signed, such that it seems probable that the lessee will no longer be able to completely fulfil their obligations under this contract, in particular the obligation to make punctual rental payments, especially when the lessee ceases to make payments, compulsory execution is imposed on the assets of the lessee, or when bankruptcy proceedings

or other debt regulating proceedings in or out of court are initiated against the assets of the lessee.

4.5 The right of the lessee to terminate the contract without notice for non-compliance with contractual use in accordance with section 543, Paragraph 1, No. 1 of the German Civil Code is excluded.

4.6 Any notice of termination must be made in writing.

4.7 If the operator of the APP store removes the APP from the APP store without this being due to the conduct of Schüco, and this prevents the lessee from using the gateway, this leasing contract shall be automatically terminated.

4.8 Once the contract has ended, the lessee is obliged to immediately delete the software installed on their mobile devices. Upon request by the lessor, the lessee shall make a declaration regarding the deletion.

4.9 The usage rights of the lessee shall expire when the contract ends.

4.10 If termination is due to the conduct of the lessee, the lessee is obliged to pay damages. This also applies if the lessor terminates the contract as a result of the commencement of insolvency proceedings or judicial composition proceedings against the assets of the lessee. Provided the lessor cannot prove that a greater extent of damage was incurred or the lessee cannot prove that a lesser extent of damage was incurred, the lessor can request that damages be paid at a flat rate of 50% of the remaining charges that would have been payable up to the end of the fixed rental period had the contract not been terminated. The lessee has the right to prove that no damages whatsoever or a lesser extent of damages were incurred by the lessor.

5. Payment and other costs

5.1 The payment amount is stated in the signed contract.

5.2 Leasing payments are due in advance and on the first day of each month.

5.3 The payment amount can be increased at the earliest 12 months after the contract has been signed. Further increases can be demanded at the earliest after another 12 months has expired. The lessee shall receive notice of an increase in the payment amount, which becomes effective at the earliest 3 months after receipt of the notice. The increase in the lease price can only become effective if the lessor intends the payment amount to be the general list price. If the prerequisites for an increase in the payment amount are met, the lessee has the right to terminate the contract within the notice period when the new prices come into effect at the earliest, provided the increase exceeds 5% of the most recent valid prices.

5.4 The costs of procuring the APP are borne by the lessee. This also applies to costs that are incurred through use of the gateway and the APP, in particular those resulting from the transfer of data.