

Conditions Subscription



Preamble

The EPLAN Software & Service GmbH & Co. KG ("EPLAN") develops and markets software and services for all aspects of engineering in the fields of electrical engineering, automation and mechatronics. These General Terms and Conditions for Subscription (hereinafter referred to as the "Terms and Conditions") govern all related details, which are necessary for the legal relations between the Contractual Partners. EPLAN offers the software to the Contractual Partner via download for use on its own hardware or as a cloud-based application via a cloud platform used by EPLAN.

1. Subject of the contract

- 1.1 EPLAN shall provide the selected software to the Contractual Partner for installation on his local IT environment (via download) or as a cloud-based application for use for a limited period of time against payment. Use of the software shall only be possible after the License Key has been entered, which shall be delivered to the Contractual Partner by EPLAN immediately after conclusion of the contract. The individual software modules, partly optional, are described in detail in the performance description.
- 1.2 The use of the software as a cloud-based application requires the Contractual Partner to register on the cloud platform. The Contractual Partner may provide the following information: name, company, e-mail, country and department. The Contractual Partner is obliged to provide truthful information within the registration process. In addition, he shall issue a personal password that enables access to the cloud platform.
- 1.3 Unless otherwise agreed, the subject of the contract is the standard version of the respective software and the respective standard support. The standard version shall be provided to the Contractual Partner in the version generally issued by EPLAN at the time of conclusion of the contract.
- 1.4 The source code of the software is not part of the agreement.
- 1.5 The quality of the software supplied by EPLAN shall be conclusively determined by the performance specification, also described in the application documentation, valid at the time of delivery of the contractual items and available to the Contractual Partner before conclusion of the contract. EPLAN shall not owe any exceeding quality of the software. In particular, the Contractual Partner may not derive such an obligation from other representations of the software in public statements or in advertising by EPLAN and/or the manufacturer, its employees or sales partners, unless EPLAN has expressly confirmed the additional quality in writing.

2. Conclusion of contract

- 2.1 All offers made by EPLAN are subject to confirmation and non-binding. This shall also apply if EPLAN has provided to the Contractual Partner product descriptions or other documents to which EPLAN reserves ownership and copyright.
- 2.2 Ordering of products by the Contractual Partner shall be deemed a binding offer to enter into a contract. Unless otherwise stated in the order, EPLAN shall be entitled to accept this contractual offer within three (3) working days of receipt by EPLAN.
- 2.3 EPLAN confirms acceptance of the Contractual Partner's binding offer by an order confirmation. The order confirmation may be in writing or in electronic form (by EMAIL).

3. Scope of use

- 3.1 EPLAN grants the Contractual Partner the corresponding rights of use ("license") the standard software in accordance with the provisions described in these Terms and Conditions and the EPLAN license model valid at the time of conclusion of the contract. Any use of the standard software beyond is not permitted and is only permitted with the explicit written consent of EPLAN.

- 3.2 In each case exclusively, restricted for internal company use, EPLAN shall grant the Contractual Partner the following licenses in accordance with the licensing model specified in the respective contract upon conclusion of the contract and subject to the condition precedent of full payment of the corresponding subscription fee:
- a) **Single-user license:** A simple, non-exclusive and time-limited right of use, which is, however, limited in terms of content and space to a single installation on a single-user hardware or on the cloud-based application; or
 - b) **Network license:** A simple, non-exclusive and time-limited right of use, but limited in terms of content and space to installation on several computers within the internal network and exclusively to the country in which the Contractual Partner has its registered office; the number of maximum parallel uses shall be limited by the number of acquired and activated licenses administered by license management software provided by EPLAN. If this place of the registered office is located within the European Economic Area (EEA) or Switzerland, this license will be valid in entire EEA and Switzerland; or
 - c) **WAN license:** If the Contractual Partner acquires a so-called WAN network license, in principle the provisions of the aforementioned paragraph 3.2 lit. b) shall apply, with the special feature that the use is permitted worldwide; or
 - d) **Named-User License:** The software may only be used by registered named users. Any further or other restrictions arising from this type of license - in particular, the inclusion of products to product families - are set out in the associated documents.
- 3.3 Internal application purposes include the processing of the Contractual Partner 's own internal business transactions. In particular (i) the processing of business transactions for the companies affiliated with the Contractual Partner, (ii) computer center operations for third parties or (iii) the temporary provision of the standard software (e.g. as Application Service Providing) for other companies or (iv) the use of the standard software for the training of persons who are not employees or otherwise employed by the Contractual Partner or its affiliated companies shall only be permitted with the prior written consent of EPLAN. Operation by a third party on behalf of, under the control of and exclusively for the purposes of the Contractual Partner (IT outsourcing, hosting) is permitted. The use of technical solutions by the Contractual Partner by which the Contractual Partner intends to achieve a use in excess to the scope of the acquired license, i.e. in particular via dongle servers and remote maintenance software, is not permitted.
- 3.4 Copies of the standard software are only permitted to the extent and in such numbers as are necessary for the contractual use. The Contractual Partner may make backup copies of the standard software in accordance with the rules of technology and to the extent necessary. Backup copies on movable data media shall be marked as such and provided with the copyright notice of the original data media, and the number and whereabouts of such copies shall be adequately documented and, upon request by EPLAN, presented to EPLAN accordingly. If the Contractual Partner has acquired the standard software by means of online download, he shall be entitled to copy the standard software onto a data media. The rights to and in connection with such an online copy shall also be governed by the provisions in these Terms and Conditions.
- 3.5 The Contractual Partner is only permitted to make such changes, extensions and other modifications to the standard software as are indispensably permitted exclusively within the framework of the applicable laws and prevailing jurisdiction, i.e.
- a) In particular decompilations to achieve interoperability with other hardware and software, or
 - b) Which are necessary for the intended use and error correction or,
 - c) Which have been explicitly agreed in the contract.

Apart from this, the Contractual Partner has no adaption right.

- 3.6 If EPLAN provides the Contractual Partner with a new version, which replaces previously provided objects of the contract ("old version") within the framework of rectification or maintenance, the new version shall also be subject to the provisions of these Terms and Conditions.

3.7 If EPLAN provides a new version of the standard software, the rights of the Contractual Partner under the respective contract shall expire with regard to the old version - even without an express request for return by EPLAN. However, the Contractual Partner may continue to use the old version for reasons of compatibility if his contractual parties or suppliers are using older versions; this shall not increase the number of total licenses acquired. However, the Contractual Partner shall not be entitled to any software services, in particular to the maintenance service of this old version. If the Contractual Partner uses the new version with a file originally stored under an old version, this file can no longer be processed with the old version.

3.8 EPLAN shall not assert any rights to the files, documentation and other data of the Contractual Partner produced by the use of the standard software as intended and contractually agreed.

4. Installation, training, software service

4.1 If EPLAN provides the software to the Contractual Partner by download, EPLAN refers to the installation instructions described in the application documentation for the installation of the software, in particular to the hardware and software environment, which the Contractual Partner needs to establish. At the request of the Contractual Partner, EPLAN shall install the software based on a separate agreement to be concluded and its currently valid list prices.

4.2 On request, EPLAN provides introduction and training based on a separate agreement and its currently valid list prices.

4.3 The Contractual Partner shall participate in the Software Service as offered by EPLAN in accordance with the current Software Service specification. Unless otherwise agreed, EPLAN shall provide services only for the latest program version made available to the Contractual Partner. The service covers both the software and the associated documentation. The rights and obligations of the Contractual Partner in respect of program versions newly supplied as part of the software service shall be governed exclusively by these Terms and Conditions.

4.4 Unless otherwise agreed, the Contractual Partner shall receive the standard version of the new software versions as specified in the corresponding service description. The Contractual Partner shall be responsible for the acceptance of any customer-specific adaptations. Individual programs and customer-specific adaptations of the software based on customizing technologies such as API programming, scripting, individualization of master data, batch routines, etc. are excluded from the software service. Any work required in this respect to maintain the operability after delivery of new software versions of the standard software shall be ordered and paid separately.

4.5 Unless otherwise expressly agreed, the following services are not part of the contract and require a separate agreement:

- a) Services for programs which are not used under the usage conditions specified by EPLAN;
- b) Adaptation of the software to new operating system releases or conversion of the software to operating systems for which the software has not been generally released by EPLAN;
- c) Service work that becomes necessary due to failure to follow the operating instructions by the Contractual Partner, other forms of incorrect operation, negligent or intentional damage to or modification of the software or its data media;
- d) Any service work at the installation site;
- e) Vocational training services via hotline by the support organisation.

If such services are ordered separately, EPLAN shall be entitled to invoice them based on its currently valid list prices and travel cost rates, if applicable.

5. Use and availability as cloud-based application

5.1 Insofar as the Contractual Partner accesses the software via the cloud platform (use as a cloud-based application), the Contractual Partner is responsible for the functionality of the equipment used for this purpose and for the functionality of the hardware and software environment required in this respect and for maintaining the Internet connection. The Contractual Partner is obliged to treat access data to the cloud application confidentially and not to pass it on to third parties.

- 5.2 The Contractual Partner shall be obliged to back up his data regularly so that they can be restored at any time. EPLAN shall not be liable for the loss of data belonging to the Contractual Partner if the damage is due to the fact, that the Contractual Partner has failed to carry out a data backup, thereby ensuring that the lost data can be restored at reasonable expense.
- 5.3 The Contractual Partner is also obliged to notify EPLAN immediately of any malfunctions of the cloud platform and/or the applications available on it as soon as they are discovered. He shall take all measures which enable the faults or malfunctions and their causes to be identified and which facilitate or accelerate their rectification, in particular documenting any malfunctions, which occur.
- 5.4 The Contractual Partner shall not be permitted to make the cloud platform, including the software applications on it, accessible to third parties or to transfer it to them without the explicit prior consent of EPLAN.
- 5.5 Under no circumstances is the Contractual Partner permitted to use content for the reproduction and/or other imitation of the Cloud Platform or the applications available on it. He is not entitled (a) to misuse the cloud platform, (b) to gain access to unauthorized areas of the applications, (c) to transmit or make available illegal, immoral or offensive content or (d) to knowingly transmit or make available data with harmful components or spam or (e) to otherwise intervene in a damaging manner in the functioning of the cloud platform.
- 5.6 If the Contractual Partner breaches the obligations incumbent on him under these Terms and Conditions, EPLAN may, after prior written notification of the Contractual Partner, temporarily block his access to the cloud platform if the breach can be remedied by this. The block shall be lifted as soon as the reason for the block no longer exists. If the Contractual Partner continues or repeatedly breaches its obligations despite receiving a corresponding written warning, EPLAN may extraordinarily terminate the contract without notice and permanently delete the Contractual Partner's account. EPLAN also reserves the right to assert further statutory rights.
- 5.7 EPLAN shall only be responsible for the proper functioning of the applications available within the cloud platform up to the Internet node of the data center in which they are operated. EPLAN is not responsible for the fault-free operation of the other data line connections. The applications shall be deemed "available" until the Contractual Partner reports the fault or until EPLAN detects the fault. The measurement of the downtime shall begin with the receipt of the notification by the Contractual Partner to EPLAN or with the detection of the fault by EPLAN and shall end with the notification of the Contractual Partner about the renewed availability of the applications.
- 5.8 Unless otherwise regulated within the framework of a service level agreement, the availability of the cloud and the applications contained therein shall be 98% per month. If the average availability falls below the value of 98% to up to 95% for reasons for which EPLAN is responsible, the Contractual Partner shall receive a credit note amounting to 20% of the remuneration for the respective service packages booked at the end of the relevant contractual period. If availability falls below a value of 95%, the Contractual Partner shall receive a credit note amounting to 30%. The credit note shall be calculated pro rata for the month affected by the lower availability within the contractual period. A pro-rata refund on software service contracts is excluded. Credit notes can be offset against the remuneration. If the contract ends, the Contractual Partner shall receive a refund. Further claims are not justified - without prejudice to the rights to which the Contractual Partner is entitled in accordance with these Terms and Conditions and by law - by stating the average availability.
- 5.9 Interruptions of the service based on one of the following events shall not be considered downtimes and shall not be taken into account in the calculation of availability:
- a) Necessary maintenance work;
 - b) Disturbances, failures and problems attributable to the Contractual Partner;
 - c) Failures that are due to an influence of third parties (e.g. DDoS attack) or force majeure (natural disasters, lockout, epidemics etc.).
- EPLAN carries out regular maintenance work, including the installation of updates and upgrades. If maintenance work leads to interruptions in the service, EPLAN shall inform the Contractual Partner in advance. EPLAN shall keep any adverse effects of maintenance work to a minimum.

- 5.10 Within the available applications, amongst others, the Contractual Partner shall be given access via the application "DATA PORTAL" to product data of parts, components and devices of various types from various manufacturers ("digital product data"). The Contractual Partner is entitled to further using the digital product data within the scope of the Terms and Conditions. However, it shall be the sole decision of EPLAN or the respective manufacturers as to which digital product data are provided to the Contractual Partner, in what manner and to what extent. EPLAN has taken great care in compiling this data. However, it is not possible for EPLAN to check that the data are complete, correct and up-to-date. It cannot therefore be excluded that individual digital product data are incorrect, incomplete or not up-to-date. EPLAN does not accept any liability for this, nor does it guarantee the usability of the data or the fulfilment of specific purposes by the Contractual Partner.
- 5.11 The manufacturer's associated data sheet shall be solely decisive for the product specification of individual products described within the framework of the digital product data. No warranty is given that the digital product data in the applications are identical with the actual specifications of the parts, components and devices. In case of doubt, the Contractual Partner must approach the respective manufacturer for verification of product specifications. However, he will be given the opportunity to communicate any questions regarding incorrect, incomplete or outdated digital product data as well as any difficulties and problems in connection with these directly to the respective manufacturer via a built-in "feedback function".
- 5.12 EPLAN shall insert the digital product data into the applications in accordance with the agreements made with the manufacturers. This also applies to subsequent updates. In doing so, EPLAN will include the data of all manufacturers with the same value and will not actively favor or discriminate against any manufacturer (by motives or purposes driven by EPLAN). However, user activities, e.g. the user's download behavior, etc., cannot prevent any kind of favoring display or position of certain manufacturers. In addition, EPLAN grants the respective manufacturers the option of accompanying advertising in a suitable form and within the framework of the technically feasible implementation (e.g. "banner circuit"). Furthermore, additional functionalities may enable higher-quality results compared to the standard functionality, e.g. within the scope of presentation and evaluation.

6. Protection of the contractual objects

- 6.1 Unless the Contractual Partner has been expressly granted rights under this contract, all rights to the subjects of the contract (and to all copies made by the Contractual Partner) - in particular, copyrights and industrial property rights - shall remain with EPLAN or, in the case of delivery of third-party software, with its manufacturer. This shall also apply to any processing of the contractual objects by EPLAN or the licensor.
- 6.2 The Contractual Partner shall keep the contractual items provided in safe custody in order to prevent misuse. He shall make the contractual items (whether unchanged or modified) accessible to third parties only with the prior written consent of EPLAN. Employees of the Contractual Partner and other persons who are present at the Contractual Partner's premises for use of the contractual objects in accordance with the contract shall not be deemed to be third parties.
- 6.3 The Contractual Partner shall not be permitted to alter or remove copyright notices, marks and/or control numbers or symbols of EPLAN or the respective licensor. If the Contractual Partner modifies or edits the contractual objects, these notes and marks shall be incorporated into the modified version of the contractual object.
- 6.4 The Contractual Partner shall keep a record of the copies of the contractual items which he has made on data medias in accordance with the contract and of their whereabouts, and shall provide EPLAN with information and inspection of these upon request.
- 6.5 If the Contractual Partner passes on to third parties data media, memory devices or other hardware on which the contractual objects (in whole or in part, unchanged or modified) are stored, or if he relinquishes direct possession thereof, he shall ensure that the stored contractual objects are deleted completely and permanently beforehand.
- 6.6 EPLAN shall be entitled to provide all installations of the software with hardware- or software-copy-protection (dongle / online license key) which enables the Contractual Partner to use the software for a limited period of time in

accordance with the term specified in the order confirmation. The Contractual Partner shall be obliged to inform EPLAN immediately of any recognisable functional impairments or the loss of a dongle. EPLAN shall replace defective dongles against return of the old dongle. If such copy protection, which ultimately provides the license entitlement, is lost, EPLAN shall only be obliged to replace it against renewed payment of the subscription fee for the software.

- 6.7 The Contractual Partner shall ensure that the software is only used if it is simultaneously secured by a functional dongle / Online License Key. In the event of a culpable breach of this obligation, a contractual penalty in the amount of a subscription fee for 12 months for the software shall be due immediately. EPLAN's right to claim damages in addition to the contractual penalty remains unaffected.

7. Non-transferability of the right of use

The right of use granted under this contract is not transferable. The transfer of the contractual objects to third parties is prohibited; this also applies to only a temporary transfer as well as to the transfer of use to third parties, whether for payment or free of charge, regardless of whether the contractual objects are transferred in physical or non-physical form.

8. Duties of cooperation and information of the Contractual Partner

- 8.1 The Contractual Partner has obtained information about the essential functional features of the software and bears the risk as to whether the software meets his wishes and needs; in case of doubt, he has obtained advice from EPLAN staff or from competent third parties prior to conclusion of the contract.

- 8.2 Setting up a functional hardware and software environment for the contractual objects - and one which is sufficiently dimensioned, also taking into account the additional load imposed by the contractual objects - shall be the sole responsibility of the Contractual Partner.

- 8.3 The Contractual Partner shall thoroughly test the software to check that it is free of defects and for usability in the existing hardware and software configuration before using it professionally. This shall also apply to software which he receives under warranty and maintenance.

- 8.4 The Contractual Partner shall observe the instructions provided by EPLAN for the installation and operation of the software; he shall obtain information at regular intervals from the web pages accessible via the Internet at www.eplan.de regarding current instructions and shall take these into account during operation.

- 8.5 Insofar as EPLAN is obliged to perform further duties beyond the provision of the contractual objects, the Contractual Partner shall cooperate in this to the necessary extent free of charge, e.g. by providing employees, work rooms, hardware and software, data and telecommunication facilities.

- 8.6 The Contractual Partner shall grant EPLAN access to the contractual objects for the purpose of troubleshooting and rectification, at the discretion of EPLAN directly and/or by means of remote data transmission.

- 8.7 The Contractual Partner shall take reasonable precautions in the event that the software does not function properly in whole or in part (by means of daily data backups, fault diagnosis, regular checking of data processing results, etc.).

- 8.8 Unless the Contractual Partner expressly points out in advance, EPLAN may assume that all data of the Contractual Partner with which EPLAN may come into contact are secured. (i.e. a proper back up exists)

- 8.9 The Contractual Partner shall bear any disadvantages and additional costs arising from a violation of these obligations.

9. Obligation to notify defects

If a defect in the subject matter of the contract becomes apparent during the course of the term of the contract, the Contractual Partner must notify EPLAN immediately. The assertion of warranty claims shall be excluded for defects already known to the Contractual Partner at the time of conclusion of the contract or defects unknown due to gross negligence, as well as for defects known at the time of acceptance.

10. Material defects and defects of title, other deficiencies in performance

- 10.1 EPLAN warrants the agreed quality of the contractual items and that the use of the contractual objects within the contractual scope by the Contractual Partner is not infringing any third-party rights.
- 10.2 In the event of material defects EPLAN shall initially provide warranty by means of subsequent rectification. For this purpose EPLAN shall, at its discretion, either provide the Contractual Partner with a new, defect-free software version or remedy the defect; remedying of the defect shall also be deemed, if EPLAN shows the Contractual Partner reasonable possibilities of avoiding the effects of the defect. In the case of defects of title, EPLAN shall initially provide warranty by means of subsequent rectification. For this purpose, EPLAN shall, at its discretion, provide the Contractual Partner with a legally unobjectionable possibility of using the supplied contractual objects or exchanged or modified equivalent contractual objects.
- 10.3 The Contractual Partner shall be obliged to adopt a new software version if the contractual scope of functions stays retained and the adoption does not lead to significant disadvantages.
- 10.4 The Contractual Partner's right to terminate the contract due to failure to grant use shall be excluded, unless the repair or replacement delivery has failed within a reasonable period of time; an insignificant reduction in suitability shall not be considered. EPLAN shall pay damages or compensation for futile expenditure due to a defect within the limits set out in these Terms and Conditions.
- 10.5 If EPLAN provides services in the event of troubleshooting or rectification of faults without being obliged to do so, EPLAN may demand remuneration for these services in accordance with its usual rates. This shall apply in particular if a defect cannot be proven or is not attributable to EPLAN. In addition, compensation shall be payable for the additional expenditure incurred by EPLAN resulting from the fact that the Contractual Partner has not properly fulfilled its obligations.
- 10.6 If third parties assert claims which prevent the Contractual Partner from exercising the rights of use granted to him by the contract, the Contractual Partner shall inform EPLAN in full immediately in writing. He hereby authorises EPLAN to conduct legal actions against third parties in and out of court on its own. If the Contractual Partner is sued, he shall consult with EPLAN and shall only take legal action, in particular acknowledgements and settlements, with the consent of EPLAN.
- 10.7 The Contractual Partner may derive rights from other breaches of duty of EPLAN only if he has notified EPLAN of such breaches in writing and granted EPLAN a period of grace for remedy. This shall not apply if remedy is not possible due to the nature of the breach of duty. The limits specified in these Terms and Conditions shall apply to compensation for damages or reimbursement of futile expenditure.

11. Liability

- 11.1 EPLAN shall only be liable if EPLAN is at fault, unless the law provides for liability even in the absence of fault.
- 11.2 EPLAN's liability for intent and gross negligence is unlimited.
- 11.3 In the event of a degree of fault which falls short of that specified in Section 11.1 (simple negligence), EPLAN shall be liable:
- a) Unrestricted in the case of injury to life, body or health;
 - b) Limited to the compensation of the foreseeable, typically occurring extent of damage for other damages, which arise due to the violation of an essential contractual obligation. An essential obligation is the obligation of the fulfilment, which makes the proper execution of the contract possible in the first place and the sustainability on which the other contractual party justifiably relies.
- 11.4 In addition to Section 11.3, EPLAN shall be liable exclusively for direct damage to property up to a maximum amount of € 1 million per damaging event, whereby liability for the total of all damaging events within one calendar year shall be limited to € 2 million. Liability for financial loss and any kind of consequential damage is excluded, in particular for loss of profit, for damage resulting from loss of production and for damage incurred by third parties.

12. Statute of limitations

The limitation period for warranty claims of the Contractual Partner is one year. This shall not apply if longer periods are prescribed by law, as well as in cases of injury to life, body or health, in the event of a wilful or grossly negligent breach of duty and in the event of claims for damages under the Product Liability Act.

13. Term of the contract, end of the right of use of the contractual objects

13.1 Unless otherwise agreed, the contractual relationship shall commence with the commencement date stated in the order confirmation and shall be concluded for an indefinite period.

13.2 Unless otherwise agreed, this agreement may be terminated for the first time after a basic term of 12 months in writing with a notice period of three (3) months to the end of this basic term. If such termination notice has not been provided, the agreement shall be extended by further 12 months (extension period) until a written notice of termination will be provided, at the latest three (3) months before the end of the respective extension period. The duration of the software maintenance corresponds to the duration of the subscription agreement.

13.3 The right of termination without notice for good cause shall remain unaffected for both parties. In particular, EPLAN shall have the right to terminate the subscription agreement without notice for extraordinary reasons if the Contractual Partner seriously breaches its contractual obligations, provided that a necessary period for remedy has expired without success. A right of extraordinary termination by EPLAN shall also exist if the Contractual Partner is (i) in arrears with payment of the remuneration for two consecutive dates, or (ii) in a period extending over more than two dates he is in arrears with payment of the remuneration for an amount equal to the remuneration for two months, and a reasonable period set for it to take remedial action has expired without success.

13.4 In all cases of a termination of his right of use (e.g. due to expiry of the contract, termination, cancellation of the contract) the Contractual Partner shall without delay be obliged to return all deliveries of the contractual objects including the associated hardware components (e.g. dongle) to EPLAN without being requested to do so and to delete all copies of the software.

14. Remuneration and price adjustments

14.1 Unless otherwise agreed, the subscription fee payable by the Contractual Partner for the use of the software shall be invoiced in advance at the beginning of the respective term. An invoice shall be sent to the Contractual Partner for the respective subscription fee. All prices are subject to the statutory value added tax and other levies.

14.2 Unless otherwise agreed, the invoiced remuneration shall become due immediately after receipt of the invoice by the Contractual Partner and balanced without deduction by cashless transfer to the bank account of EPLAN. The invoice shall be deemed to have been received three (3) days after the invoice is issued - unless the user provides evidence to the contrary. After expiry of the aforementioned payment period, the Contractual Partner shall be in default.

14.3 Objections to the invoice amount must be made in writing to EPLAN immediately, at the latest within two weeks of receipt of the invoice.

14.4 Unless otherwise agreed, EPLAN shall be entitled to amend the subscription fee for the use of the software from time to time at its reasonable discretion to reflect the effects of changes in the overall costs associated with the services offered by EPLAN. Examples of cost elements that may affect the price of EPLAN's subscription offer include

- Production and licensing costs,
- Costs for the technical provision and dissemination of EPLAN services,
- Customer service and other costs (e.g. billing and payment, marketing),
- General administrative and other overhead costs (e.g. rent, interest and other financing costs, costs of personnel, service providers and services, IT systems, energy) as well as government-imposed fees, contributions, taxes and levies.

14.5 Unless otherwise agreed, all price adjustments shall apply at the earliest 60 days after notification to the Contractual Partner. In the event of a price adjustment, the Contractual Partner shall have a special right of termination at the latest up to 30 days before the price adjustment becomes effective.

15. Final provisions

15.1 The order confirmation and these Terms and Conditions shall form a uniform contract, whereby the definitions, outlined in the order confirmation shall have priority.

15.2 General terms and conditions of the Contractual Partner shall not apply in connection with this contract. This shall also apply, even if EPLAN does not expressly object to the General Terms and Conditions of the Contractual Partner.

15.3 If the Contractual Partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with this contract shall be the registered office of EPLAN. If EPLAN brings an action against the Contractual Partner, EPLAN shall also be entitled to choose the place of jurisdiction at the registered office of the Contractual Partner.

15.4 The law of the Federal Republic of Germany applicable to domestic contracting parties shall apply.

15.5 EPLAN reserves the right to adapt these General Terms and Conditions to changed legal or technical conditions, provided that the functionality of the services for the Contractual Partner is thereby maintained and the adaptations are only minor in relation to the contractual rights and obligations of the parties. The Contractual Partner shall be informed of such changes at least two months before the planned entry into force of the changes.

15.6 If amendments to these contractual terms and conditions involve not only minor adjustments but also significant changes to the functionality or the services and/or affect the rights and obligations of the parties under the contract, the Contractual Partner shall be entitled to object to the amendment within two months of receipt of the notification of amendment and to terminate the contract with extraordinary effect as of the end of the aforementioned declaration period. If the Contractual Partner does not object within the time limit, the changes shall be deemed to have been effectively agreed upon at the end of the time limit. In the notification of change, the Contractual Partner shall be informed of his right to object and the consequences.

15.7 In case of convenience translations of these Terms and Conditions to a local language the English version will prevail in case of any legal dispute.

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