

Terms and Conditions for Licences Granted for Use of the GasCalc Software

1. Rights of Use

- 1.1. SmartSim GmbH grants the licensee the non-exclusive right transferable only subject to this Sec. 1 to use the GasCalc software (hereinafter referred to as "Software") under a single licence.
- 1.2. The right to use the basic or full version of the Software is limited to the contract term agreed, the minimum contract term being three (3) years. The right to use individual modules is not limited in terms of time where such individual modules have been purchased outside a basic or full version.
- 1.3. Use of the Software by the licensee is limited to use for his own purposes, such purposes being deemed to also include cases where he uses the Software in an unchanged form and only once as part of goods and/or services he delivers to a third party and where, for such purpose, he transfers the right to use the Software to such third party subject to the same rights he agreed with SmartSim GmbH while, at the same time, abandoning his own right to use the Software. In particular, the licensee will not be deemed to use the Software for his own purposes where he uses the Software in such a way as to make the results achieved with the Software the object of a contract for goods and/or services concluded with one or several third parties.
- 1.4. The right to use the Software is granted under a single licence and therefore restricted to use at one (1) workplace by one user at a time. The licensee shall pay an additional licence fee if he wishes to use the Software at several workplaces and a separate agreement will then have to be concluded with SmartSim GmbH to that effect.
- 1.5. The copyright for the Software is held by SmartSim GmbH unless granted to the licensee to the extent described hereunder.

2. Delivery

The Software can be downloaded at www.GasCalc.com. Should the download not be available, SmartSim GmbH will make the Software available in the form of a CD-ROM on request.

3. Licence Fees

- 3.1. In return for being granted the right to use the Software, the licensee shall pay the licence fee(s) as specified in the price list valid.
- 3.2. The Software will be released upon payment of the relevant invoice.

4. Liability, Warranty

- 4.1. SmartSim GmbH warrants, for a period of six (6) months from the date on which the Software was delivered by SmartSim GmbH, that the Software will work properly within the scope defined in the program description provided that the licensee applies the Software correctly and as specified.
- 4.2. If, during such warranty period of six (6) months, the licensee notifies SmartSim GmbH promptly and in writing of any defects of the Software for which SmartSim GmbH is responsible, then SmartSim GmbH will replace the defective Software at no charge. SmartSim GmbH shall have the right to refuse replacement of the Software if the costs to be incurred for preparing a changed program version exceed the licence fees payable by the licensee pursuant to Sec. 3 hereof.
- 4.3. If a data carrier and/or the program description is found to be defective and SmartSim GmbH replaces any such defective data carrier and/or program description under its contractual warranty obligations, the warranty period for the data carrier and/or program description delivered in replacement for any such defective data carrier and/or program description shall not recommence, but end when the warranty period agreed by SmartSim GmbH and the licensee for the original data carrier and/or program description delivered by SmartSim GmbH ends.
- 4.4. The licensee hereby acknowledges that it is not possible for SmartSim GmbH, while having exercised the diligence it usually applies to programming tasks in its own business, to guarantee or warrant that the Software will work properly and without any errors in any and all applications and combinations implemented at licensees.
- 4.5. SmartSim GmbH will not accept any other obligations beyond the obligations stated hereinabove. Any liability on the part of SmartSim GmbH, including, but not limited to, liability for usability of the Software as well as for any damage arising out of or in connection with its use, shall be excluded to the extent legally admissible.