



Licensing Conditions of STARFACE GmbH

§ 1 Subject Matter of the Contract

- 1.1. STARFACE GmbH (also called licensor below) develops and sells software-based IP telephone systems. The license holder shall receive the simple non-exclusive right to use the software purchased to the extent agreed in the contract. To this end, the license holder will be provided with a copy of the software on data medium or via download, as well as a corresponding manual in electronic form.
- 1.2. The software contains both the programs, scripts and files developed by STARFACE GmbH as well as components under open source license. The respective license texts can be viewed at <http://STARFACEIP/frontend/displayLicenses.do> or via the STARFACE Credits screen.
- 1.3. Open source software is usually only provided on the condition that the source code is published and others are able to edit the software provided. Only the licensing conditions on which this software is based can be applied to the open source software. Reference is hereby explicitly drawn to the fact that any violation of the respective licensing conditions will lead to loss of the authorization of use.
- 1.4. The following terms of use are not applicable to the open source software used but refer exclusively to the custom-developed part of the software. Conflicting or deviating conditions of the license holder do not apply unless they are consented to in writing.
- 1.5. The license holder has no rights to the relinquishment of the source code for the components developed by STARFACE GmbH. The source codes will be supplied to the user for the open source software used upon written request.
- 1.6. This license agreement also applies, unless otherwise agreed in writing, for all updates and supplements to the originally delivered software.



§ 2 Rights of Use

- 2.1. The software provided by STARFACE GmbH is protected by copyright. All rights to the software are the exclusive property of the licensor provided that no rights are granted to the user in these licensing conditions.
- 2.2. The license holder is not entitled to use, copy, process or transfer the program in any other manner than that described here, or to convert it into a different form of expression or to translate it in any other way.
- 2.3. The license holder may use the software on any hardware. If the software is to be used on several different devices simultaneously, several corresponding licenses must be purchased. "Use" means both the storage of the software on a temporary storage medium (RAM) as well as in a permanent memory (in particular hard drives, removable disks, USB sticks or CD-ROM). A program that is only installed on a network server for the purpose of program distribution counts as not used.
- 2.4. The license holder may not sell, rent or lend the software. License transfer is only possible if the entire software contract, including these licensing conditions, are taken over and provided we have previously consented in writing. However, we grant our distribution partners the right to cede the software at our licensing conditions to the end customer.
- 2.5. The license holder is entitled to create the backup copies required for data backup.
- 2.6. The license holder is obliged to ensure that everyone who uses this program shall adhere to the licensing agreement.

§ 3 Liability

- 3.1. STARFACE GmbH must be informed immediately in writing of claims by third parties regarding infringement of property rights. The license holder is prohibited, without our prior written consent, to recognize such claims or to make any provisions in this regard.
- 3.2. The license holder will transfer to the licensor immediately all information required for the defense of claims on the use and possible processing of the services concerned.

- 3.3. If the rights of third parties are violated, the supplementary performance shall be carried out with due regard to the interests of the license holder, by obtaining a right of use sufficient for the purposes of the respective contract from the party entitled to dispose of the property right in favor of the license holder or the service is set up such that an infringement no longer exists. If a remedy can only be achieved with unreasonable effort, the service will be withdrawn, under reimbursement of the remuneration paid by the license holder less an appropriate compensation for use.
- 3.4. If the license holder ceases to use the software, they are obliged to draw the attention of the third party to the fact that cessation of use does not imply acknowledgement of the infringement of property rights. If the license holder violates this obligation, STARFACE GmbH will be exempt from liability according to Item 1. This also applies if the license holder themselves is responsible for the infringement of property rights or the infringement of property rights is caused by the fact that the license holder has changed the software or has used it together with software products not delivered by STARFACE GmbH.
- 3.5. Due to the peculiarities of open source software, STARFACE GmbH cannot take responsibility for errors in the respective programs, scripts and files. As these software components are provided to the license holder free of charge, STARFACE GmbH shall only be liable insofar as it can be accused of intent or gross negligence.

§ 4 Final Provisions

- 4.1. Otherwise, the General Terms and Conditions of STARFACE GmbH, as amended, apply. These can be called up in the Internet at www.starface.com and can also be sent upon request.
- 4.2. The laws of the Federal Republic of Germany shall apply, to the exclusion of the UN Sales Convention. The Uniform Law on the International Sale of Goods (EKG), the Uniform Law on the Formation of Contracts for the International Sale of Goods, (EAG) as well as the Vienna UN Agreement on the International Sale of Goods (UNCITRAL) are excluded.
- 4.3. The place of performance and jurisdiction for all disputes arising from or in conjunction with this agreement is Karlsruhe, if the customer is a trader, a legal entity under public law or a holder of special assets under public law. However, STARFACE is entitled to file a suit against the customer at any other legal place of jurisdiction.



4.4. All changes and supplements to the contract must be made in writing to be effective. A fax or registered letter shall suffice as the written form according to this contract.

4.5. The invalidity of individual provisions of this agreement does not affect the validity of the remaining provisions and the contract as a whole. In this case, the contractual parties are obliged to bring about a legal effective regulation that comes as close as possible to the economically intended purpose of the invalid provision. If the parties cannot agree upon this or if such a regulation cannot be introduced, the statutory provisions shall remain in force.