

Update Contract

This Update Contract shall be concluded:

between

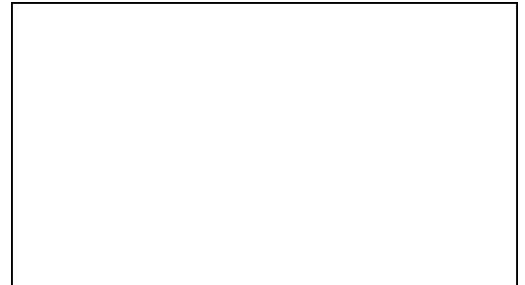
STARFACE GmbH
Stephanienstrasse 102
D-76133 Karlsruhe

- called "*STARFACE GmbH*" below -

and

<Company name>
<Street/no.>
<Zip/Postal code/City>
<Land>

- called "*Customer*" below -



Stamp and signature of the Partner

1. Subject Matter of the Contract

1.1

The customer uses the software purchased from STARFACE GmbH.

1.2

STARFACE GmbH provides the customer with new Updates of the STARFACE software (versions, releases and release status) to download via the Internet. The scope and time of provision is at STARFACE GmbH's discretion.

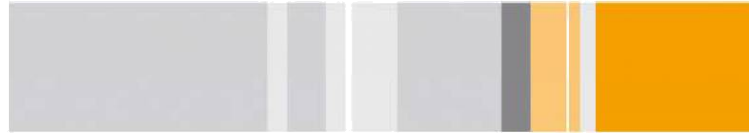
The Update Contract relates to all the software licenses purchased by the customer and all the software provided to them, as well as all the authorizations granted to them in this respect. If the customer extends these authorizations (for example, by purchasing further software licenses), the Update Contract will extend automatically to these authorizations.

1.3

An installation always consists of the right of use for a server license and the software user licenses assigned to this server on either a technical or organizational basis. If the customer has several installations, a separate Update Contract must be concluded for each of these.

1.4

STARFACE GmbH does not provide any other services, and in particular no installations. Any hardware changes or enhancements and adjustments of program areas not subject to this contract that might be required by Updates are not the subject of this contract.



2. Cooperation and Fault Report by the Customer

2.1

The customer is personally responsible for proper installation of the new software.

2.2

Only the instructions on STARFACE GmbH's website are applicable for the installation. It is the customer's responsibility to provide the system requirements (hardware with suitable operating system, Internet connection and other software) required for proper implementation of the installation at their own expense.

2.1

The customer must take adequate precautions (such as data back-up) in case the software fails. This applies in particular before a new program version is imported (Update).

2.4

The customer is obliged, immediately after receiving the new Update, to the extent possible and reasonable, to examine it for any obvious defects. Any obvious defects established during this examination (faults, errors or damage) must be reported to STARFACE GmbH upon discovery in writing, within a deadline of 14 days from the date of download of the respective Update (a fax or email is sufficient), and documented in a comprehensible manner.

2.5

If obvious defects that have been discovered are not reported by the deadline mentioned in Item 2.4, the customer can no longer assert any warranty claims from this contract.

2.6

The customer is not entitled to any further warranty claims if they have modified the software themselves or had it modified by a third party, unless the customer can prove that their modifications do not significantly impede the defect correction effort of STARFACE GmbH and the defect was inherent in the software at delivery.

3. Rights of Use

3.1

STARFACE GmbH grants the customer rights of use to the software provided according to this contract (Updates) to the extent that the customer has purchased rights to the STARFACE software based on the license contract concluded with STARFACE GmbH.

3.2

If a software provided by this contract replaces a previous version (older program status), the rights of use granted to the customer for the previous version shall expire at the time when the customer starts to use the new version. The customer must delete copies of the previous version including any back-up copies created and confirm this to STARFACE GmbH in writing on request.

4. Conclusion of Contract, Term and Termination

4.1

The contractual relationship commences once the customer has acknowledged STARFACE's contractual provisions from this Update Contract, including the Attachments, on the website www.starface.de and submitted an offer to conclude a STARFACE Update Contract with STARFACE by mouse-click on the respective Order button and STARFACE has confirmed acceptance of this offer by email or in writing.

4.2

The customer recognizes that their electronic declarations on the website www.starface.de to STARFACE GmbH represent their consent to conclude this Update Contract and express their intention to be bound by this contract and to make appropriate payments for this contract and transactions. With their consent, they state their intention to be bound to electronic declarations. The consent applies to all documents relating to all transactions that they perform within the framework of the STARFACE Update Contract, including declarations of withdrawal or termination. The customer is personally responsible for any hardware and software that is required to access electronic material arising from this contractual relationship and to store this material.

4.3

The Update Contract shall run for an indefinite period.

4.4

Optionally, the following contract periods can be agreed:

three years (36 months), therefore until _____.

five years (60 months), therefore until _____.

The Update Contract terminates automatically after the contract period has expired. Early ordinary termination is not possible. The right to extraordinary termination for good cause is not affected by this.

4.5

If the contract has been concluded for an indefinite period of time, it can be terminated by both parties with a period of notice of 3 months to the end of the year. Termination must be made in writing.

5. Payment and Maturity

5.1

Payment to STARFACE GmbH for services arising from this Update Contract are based on STARFACE GmbH's current Update price list. This price list is attached to this contract and can also be requested from the sales partner responsible for you.

5.2

Payment is invoiced in advance every calendar year from the start of the contract period and begins at the end of the calendar month in which the customer purchases the software. It is submitted in January for the following year, unless the contract is only concluded at a later point in time during the year. The invoice is then sent in the month in which the customer receives the software.

5.3

If licenses are extended or additional licenses purchased, these licenses will also be charged for in advance pro rata temporis on a yearly basis.

5.4

STARFACE GmbH may increase the remuneration for services under this contract with a written period of notice of one calendar month, but by 15% per calendar year at the most. In the event of such an increase, the customer has the right to terminate the Update Contract within one month from the point in time of the price increase.

5.5

Invoices must be paid with a payment term of 14 days from the date of the invoice.

6. Warranty

6.1

STARFACE GmbH will rectify the defects in the subject matter of the contract reported by the customer free of charge. The customer can set a reasonable time limit for STARFACE GmbH in this regard. STARFACE GmbH can decide whether rectification is performed by correcting the defects in the software or by a new delivery of the software or individual parts of the software.

The same applies in a case where a claim for rectification exists with the same content and under the contract through which the customer originally attained the STARFACE software ("Initial version"), and if the customer explicitly invokes this claim for rectification when reporting the defects. If the rectification does not occur within the reasonable time limit or it fails, the customer can reduce payment according to this contract to a reasonable extent or terminate the contract.

6.2

In the event of a withdrawal from the contract, the buyer owes an appropriate monthly usage fee for the period up to the time of withdrawal, which shall be calculated according to Item 5 of this contract.

6.3

The customer can only claim for damages under the statutory conditions and only to the extent that liability is justified according to Item of this contract.

6.4

If the above-mentioned regulations and General Terms and Conditions of STARFACE GmbH contain no or no deviating regulations regarding the prerequisites and consequences of rectification, reduction or withdrawal, the statutory provisions regarding these rights shall apply.

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STARFACE GmbH
Stephienstrasse 102
76133 Karlsruhe
District Court Mannheim
HRB 110990

Tel.: +49 (0) 721 / 151 042 – 0
Fax.: +49 (0) 721 / 151 042 – 99
E-Mail: info@starface.com
Web: www.starface.com
VAT ID: DE243439720

Management Board:
Florian Buzin
Barbara Mauve
Jürgen Signer

Bank: Sparkasse Karlsruhe
Code: 660 501 01
Acct: 108 015 108
IBAN: DE 0566 0501 0101 0801 5108
BIC: KARSDE66XXX

7. Liability

7.1

The customer is obliged to ensure proper data protection before installing the Updates.

7.2

For damages that have not arisen due to the STARFACE software, STARFACE GmbH is only liable, for whatever legal reasons, in the case of intent, gross negligence on the part of executive bodies or senior management, in the event of culpable injury to life, body or health or in the event of fraudulently concealed circumstances.

7.3

In the case of culpable violation of essential contractual obligations, STARFACE GmbH is also liable for gross negligence of non-executive employees and for minor negligence, in the latter case restricted to reasonable, foreseeable damage, typical of the contract.

7.4

Further claims, in particular liability without fault, are excluded. Liability according to the Product Liability Act remains unaffected.

8. Data Protection/Confidentiality Obligation

8.1

STARFACE GmbH shall oblige all persons instructed by them to perform tasks to maintain secrecy regarding data and information obtained from the customer.

8.2

The customer bears the responsibility for adherence to all data protection regulations for processing connection data and personal data and must ensure that these are adhered to in case of intervention by STARFACE GmbH.

8.3

The customer is in agreement with the processing and storage of data that has become known to STARFACE GmbH in the course of contractual relations and that is necessary for the performance of the contract.

8.4

The customer is STARFACE GmbH's contact person for all queries regarding the STARFACE software, provided they do not nominate employees or other third parties in writing who are responsible as authorized contact persons and who have the required technical knowledge to be able to implement STARFACE GmbH's instructions in the case of troubleshooting.

9. Miscellaneous

9.1

In all other aspects, the General Terms and Conditions of STARFACE GmbH, as amended, apply.

9.2 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.

9.3

The place of performance and jurisdiction for all disputes arising from or in conjunction with this contract 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.

9.4

Each change and supplement to the contract must be made in writing to become effective. A fax or registered letter shall suffice for the written form according to this contract.

9.5

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 an effective legal 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.

Place/Date

STARFACE GmbH

Place/Date

Customer