

TC CARL SOFTWARE LICENCE AGREEMENT

TOPCART ONLY AGREES TO LICENCE THE SUBSEQUENTLY DEFINED SOFTWARE TO YOU IF YOU ARE AN ENTREPRENEUR, I.E. A NATURAL OR LEGAL ENTITY OR A BUSINESS PARTNERSHIP WITH LEGAL CAPACITY ACTING IN PERFORMANCE OF ITS COMMERCIAL OR SELF-EMPLOYED OCCUPATIONAL ACTIVITIES AND YOU ACCEPT ALL PROVISIONS OF THIS SOFTWARE LICENCE AGREEMENT BY CLICKING ON THE BUTTON "I AGREE", BY LOADING THE SOFTWARE OR BY EXPRESSING YOUR AGREEMENT IN ANY OTHER MANNER.

IF YOU ACCEPT THIS LICENCE AGREEMENT, A LEGALLY BINDING AND APPLICABLE CONTRACT BETWEEN TOPCART AND YOURSELF SHALL BE ENTERED INTO. IF YOU DO NOT AGREE TO THESE PROVISIONS, CLICK ON "CANCEL", "NO", OR "CLOSE WINDOW".

Subject of this Agreement is the granting of usage rights for the web application TC CARL, the program module TC Finder and the corresponding documentation in electronic form (all three in the following also referred to as the Licensed Products for short).

I. Formation of Contract

By means of pressing the button "I AGREE", installation of the program module TC Finder, Loading, Copying or other use of the software TC Carl or the corresponding documentation, no matter whether you are a natural or a legal entity, a legally valid contract concerning the use of the software TC CARL, the Program module TC Finder and the corresponding documentation (Licensed Products) is entered into between you as the Licensee and Topcart GmbH. You explicitly express your agreement with the provisions of this Licence Agreement. This Licence Agreement contains the entire agreement regarding these Licensed Products between you (in the following referred to as Licensee) and Topcart GmbH, which for simplicity in the following shall also be referred to as Topcart or as Licensor.

This Licence Agreement replaces any and all previous licence contracts or Licence Agreements between you and Topcart GmbH regarding the software TC CARL, the program module TC Finder and the corresponding documentation and precedes in its priority also the General Terms and Conditions of Topcart.

II. Subject of Agreement

The software TC CARL is a free, web-based software for simultaneous remote monitoring of laser printers, copiers and multi-function units in a business network, for stockage and ordering of the required consumable supplies, detection of malfunctions, scheduling of maintenance intervals etc. and economic analysis concerning the consumable supplies of aforementioned appliances, in particular cost control as well as accounting.

The program module TC Finder is the program module required for this, which needs to be installed on the server, the network or a single-user unit of the Licensee.

III. Product Environment – Hardware – Software

Requirements for installation of the program module TC Finder:

- installed Java Runtime Version 8 or above
- 1 GB RAM
- Hard drive with 500 MB of free memory space
- Internet connection with a minimum of 512 kbit/s upload

Requirements for TC CARL:

- Installation of the program module TC Finder on a PC or server within the Licensee's network
- Internet access with a minimum of 1 Mbit/s
- Minimum browser Internet Explorer (version 12.x or above), Mozilla Firefox (version 44.x or above), Chrome (version 47.x or above), Opera (version 34.x or above), Microsoft Edge (version 10.x or above), Safari (version 9.x or above)

IV. Rights Granted

1. Topcart grants the Licensee the non-exclusive, non-sublicenceable and non-transferable usage right for the Licensed Products within the territories of the European Union, Switzerland and Liechtenstein in accordance with the following provisions:

a) The usage right permits the installation of the program module TC Finder on the server, the network or on the single-user unit.

b) Further, the usage right permits access to the query results provided by the software TC CARL, to download and print any such results as well as to adopt individual query results or parts of such from TC CARL into documents of the Licensee.

2. The Licensee is not permitted

a) to copy (except for backup purposes), to sublicense, to rent, to lend or to lease any part of the program module TC Finder and/or the software TC CARL;

b) to carry out any reverse engineering, i.e. to decompile, to disassemble, to reverse-engineer or to break up the program module TC Finder and/or the software TC CARL or to attempt in any other way to determine the source code;

c) to entirely or partially alter the program module TC Finder and/or the software TC CARL or to create derived works which are entirely or partially based on one of the two and/or both;

d) to remove any or all ownership markings, serial numbers, labelling or copy protection functions from the program module TC Finder and/or the software TC CARL.

V. Term of Contract

1. The licence shall be initially valid for the use of the Licensed Products for the period of one

year and upon request from the Licensee shall be extended for the duration of one further year respectively.

2. Upon termination of the contractual relationship with Topcart GmbH, the Licensee shall no longer have the right to use or utilise the Licensed Products, but shall have the obligation to immediately delete any and all copies of the program module TC Finder, the software TC CARL as well as the documentation from the computer system in possession of the Licensee.

VI. Technical Support

Topcart shall provide to the Licensee further services in connection with the Licensed Products, in particular basically free-of-charge technical support by e-mail (tc-carl@topcart.com) or by telephone (+49 (0) 611 94 919 0). However, there shall be no legal claim to any such services.

VII. Termination

Topcart GmbH may terminate this Licence Agreement with you if you violate the conditions of this Licence Agreement. In any such event you shall have the obligation to immediately delete any and all copies of the Licensed Products from the computer system in your possession. Additionally, Topcart reserves the right to assert further claims against you. Any termination of the Licence Agreement must be made out in writing.

VIII. Warranty

The software TC CARL, the program module TC Finder and the corresponding documentation (Licensed Products) are provided free of charge and therefore without any guarantee and any warranty for quality defects and defects of title. In particular, Topcart assumes no warranty for content-related correctness, up-to-dateness and completeness of the contents and results provided by TC CARL and the Licensed Products.

IX. Liability

1. Topcart shall be liable in accordance with the legal stipulations for damages and compensation for wasted expenditure in the event of damage to life, body or health to the extent that Topcart has assumed a guarantee, in the event of intent or gross negligence on the part of Topcart, any of its legal representatives or agents or to the extent that Topcart is mandatorily liable pursuant to the provisions of product liability law.

2. In any and all other cases, the liability of Topcart shall be limited to any violation of essential contractual obligations. Essential contractual obligations shall be only such obligations whose fulfilment is essential to due performance of the contract and whose fulfilment the Licensor may rely upon.

3. In the event of slight negligence in the performance of any such essential contractual obligations, liability on the part of Topcart shall be limited to compensation for damage which is typical for the contract and predictable.

4. Topcart shall assume no liability for any damage arising from any other causes.

X. Limitation

1. Any and all claims against Topcart, its legal representatives and other agents in principle

expire within one year. The above period of limitation begins with the end of the year in which the claim arose and the claimant learned or without gross negligence would necessarily have learnt of the circumstances giving rise to the claim and the person at fault. Irrespective of knowledge or grossly negligent lack of knowledge any claims against Topcart, its legal representatives and other agents shall expire within five years from their arising.

2. The above periods of limitation shall not apply in events of damage to life, body, health or freedom, nor in case of claims arising from any intentional or grossly negligent violation of any obligation on the part of Topcart, its legal representatives or agents, or pursuant to the provisions of product liability law..

XI. Written Form and Contractual Language

For any changes to this contract to become valid, any such changes must be made out in writing. This also applies to the cancellation of the aforementioned requirement of written form.

In any case of doubt, the German-language version shall apply.

XII. Applicable Law

The legislation of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and any other legal norms referring to a different legal system shall not be applicable.

XIII. Place of Performance and Court of Jurisdiction

1. As place of performance for delivery of the Licensed Products, the Parties agree upon the registered office of Topcart.

2. The exclusive court of jurisdiction for any and all disputes arising from and in connection with this contract shall be the court in charge of the registered office of Topcart as far as the Licensee is a merchant, a legal entity of public law or a public separate estate.

XIV. Severability Clause

The invalidity of any individual clauses of this contract shall not affect the validity of the remaining provisions. In such an event, the Parties shall have the obligation to come to an agreement on valid provisions which come closest to the economic purpose of the invalid provision. This applies accordingly to the closing of any possible loopholes in this contract.