

General Terms of Use for GAFmap® Express

§1 Application of the Terms of Use

- 1.1 These terms of use of GAF AG, Arnulfstr. 199, 80634 Muenchen (hereinafter referred to as "GAF AG") shall apply to the use of GAFmap® Express, a free of charge desktop GIS Viewer (hereinafter referred to as „Software“) by a company (§14 BGB, hereinafter referred to as „User“).
- 1.2 By running the Software, the User expressly agrees to these General Terms of Use (hereinafter referred to as "Terms of Use"). This also applies to the license terms of the third party software integrated in the Software. These Terms of Use and the third party license terms can be viewed at any time in the program folder *Licenses and Acknowledgments* provided with the Software.
- 1.3 Conflicting terms and conditions or terms and conditions deviating from these Terms of Use shall not be recognized, even if GAF AG should not expressly contradict them.
- 1.4 Separate contracts shall be concluded for deliveries and services of other types (e.g. licensed software variants, installation and adaptation of the Software, training, hardware delivery) if they are not covered by the General Terms of Use of GAF AG.

§2 Software

- 2.1 The Software provides functions for viewing, analysing and annotating GAFmap® Pack&Go Container projects created with the licensed GAFmap® Desktop Extension Pack&Go. Furthermore, the functional scope of the Software derives from the user manual integrated in the Software.
- 2.2 The Software (programme and user manual) and attached documents shall be protected by copyright in favour of GAF AG. This also applies to patent rights, trademark rights and any other ancillary copyrights.
- 2.3 Copyright notices, serial numbers and other features serving the programme identification may not be removed or changed by the User. The same shall apply to the suppression of the screen display of corresponding features.
- 2.4 The Software is provided as executable EXE file for the operating system Windows and with corresponding program files and documents. By starting the EXE file, the Software is executed. With an existing Internet connection, the software checks whether an update of the Software is available on a server of GAF AG. Thereby, only information on the current version number, URL to the updater program and URL to the current Software package are downloaded. No further data exchange is performed. If an update is available and the User confirms to run the update, the update is downloaded and the Software is fully replaced.

§3 Rights of Use to the Software

- 3.1 GAF AG grants the User the non-exclusive right to use the Software, i.e. in particular to save, load, display and run it permanently or temporarily. The purpose of use is limited exclusively to own testing and demonstration purposes or to business processes related to a licensed GAFmap® Desktop version with the Extension Pack&Go.
- 3.2 The User is not allowed to:
 - a) Use the Software in any other ways than those specified in these Terms of Use or to reproduce or distribute it commercially;
 - b) Edit, modify, decompile the Software, except to the extent permitted by law; or
 - c) Provide the Software to third parties by outsourcing, lending, renting, reselling or sublicensing it.
- 3.3 In case the User should make use of his right to transfer the Software gratuitously, he shall impose on the third party his obligations from these Terms of Use regarding the content and scope of the rights of use.
- 3.4 In regards to the third party software components integrated in the Software, the terms of license shall apply that are brought to the attention of the User when running the Software.
- 3.5 If GAF AG, at its own discretion, provides an update of the Software and the User executes the update, the User accepts the Terms of Use applicable to the update and the fact that the update completely replaces the Software. The User agrees that the Software will search for available updates on the server of GAF AG and notify the User of the existence of such an update.

§4 Warranty Claims and Liability

- 4.1 The Software has been developed for usage with the operating systems and system requirements specified in the installation guide. GAF AG is not obligated to further develop the Software, in particular to adapt it to further operating systems and versions.
- 4.2 GAF AG shall be liable with regard to material defects and defects of title in accordance with the legal regulations (Schenkung, § 524 BGB). The User is aware that this Software is only meant for the use of GAFmap® Pack&Go Container projects. The Software is provided in the current state. In particular, GAF AG does not warrant the merchantability and suitability for a particular purpose.
- 4.3 The liability of GAF AG is excluded except for cases of intent and gross negligence. The exclusion of liability does not apply to injury to life, body or health. The liability according to the Produkthaftungsgesetz (German Product Liability Act) remains unaffected.
- 4.4 Insofar as the liability of the GAF AG is excluded or limited in accordance with the above provisions, this shall also apply to the liability of employees, representatives and vicarious agents of GAF AG.

§5 Export Control Regulations

- 5.1 The User commits to the compliance of all applicable national and international regulations, in particular in compliance with export control regulations as well as embargos or other sanctions.
- 5.2 If the User transfers the Software to a third party, he shall impose his obligation on the third party, pursuant to § 5.1.

§6 Final Clause

- 6.1 The law of the Federal Republic of Germany shall apply, excluding the UN sales law. Place of performance for all and any services of GAF AG shall be the domicile of GAF AG.
- 6.2 In case the User is a merchant, legal person under public law or special fund under public law, the place of jurisdiction for all and any disputes arising from the use of the software shall be the registered office of GAF AG. The same applies if the Customer has no general place of jurisdiction in Germany or if a permanent residence or common domicile at the time of institution of legal proceedings are unknown. This shall not affect the right of GAF AG to also bring a case before the court at another legal place of jurisdiction.

GAF AG

Arnulfstrasse 199, 80634 Muenchen, Deutschland

**Local Court (Amtsgericht/AG) of Munich, HRB
140509**

In the event of any discrepancy between the English and German versions of the General Terms of Use, the German version shall prevail.

As of 18th of March 2021