

Index

A - Terms and Conditions	2
§ 1 Scope of Application	2
§ 2 Exclusive Validity of these Terms	2
§ 3 Conclusion of Contract	2
§ 4 Value Added Tax	2
§ 5 Payment Terms	3
§ 6 Conditions of payment Online shop	3
§ 7 Limited Warranty, Limited Liability	3
§ 8 Limitation of Time	5
§ 9 Reservation of ownership	6
B - EULA	7
§ 1 Scope of application	7
§ 2 Definitions	7
§ 3 License granting	7
§ 4 Activation of software	7
§ 5 Scope of use	7
§ 6 Relicensing	8
§ 7 Change and Transfer of the Software/ Restriction of use	8
§ 8 Intellectual Property Rights	9
§ 9 Agreement to data processing and advertising mail	9
C - Miscellaneous	10
§ 1 Data Protection	10
§ 2 Offsetting	10
§ 3 Place of Performance and Court of Jurisdiction	10
§ 4 Choice of Law	10
§ 5 Severability Clause	10

This is a translation of our German's General Terms and Conditions (AGBs und EULA).

The valid version of these licensing terms is the German version exclusively, see point 2.3.4

A - Terms and Conditions

Information about FirstAttribute AG:

Company address:

FirstAttribute AG
Am Büchele 18
86928 Hofstetten
Germany

E-Mail: info@firstattribute.com

Tel: +49 89 215 442 400

Tel: +49 89 215 442 409

Board of Directors: Andreas Martin

Chairman of the Supervisory Board: Thomas Pietz

Registration Court: Amtsgericht Augsburg, HRB 31511

VAT-ID: DE 213979707

FirstAttribute AG operates internet websites under the domain of www.firstware.com, www.my-iam.com, www.dynamicgroup.net and www.firstattribute.com for commercial purposes. Software downloads are offered.

§ 1 Scope of Application

The following General License Terms and the following General Terms and Conditions are only applicable to business with customers, if FirstAttribute AG offers or renders goods or services. Therefore, they are not applicable for business, where FirstAttribute AG has placed an order or is purchasing goods or services.

§ 2 Exclusive Validity of these Terms

Any distribution of software and all services or goods in connection therewith are being rendered exclusively on the basis of the following terms. Deviating terms of the customer only become contractual basis when confirmed in writing by FirstAttribute AG. Even if those are not objected explicitly, this does not constitute a tacit consent by FirstAttribute AG. The following terms are applicable for current and also future services and goods rendered, even if FirstAttribute AG does not explicitly refer to them. By conclusion of the contract the customer accepts these terms.

§ 3 Conclusion of Contract

The contractual language is English. Any offer from FirstAttribute AG on the website is subject to change without prior notice. Therefore, FirstAttribute AG is not obligated to perform if the service or the good is not available. A conclusion of contract and therefore a contractual obligation to perform shall arise, if FirstAttribute AG has confirmed the customer's order in text form. The confirmation of order-receipt is not a confirmation of the order itself. Generally, the delivery is being performed by download. In that case the conclusion of contract commences by sending the contract confirmation by email along with the download link and the key to unlock the software. These terms are also included in the contract confirmation.

§ 4 Value Added Tax

Delivery within Germany: the price displayed in the invoice includes VAT.

Delivery within the EU: if a VAT-ID is provided, the prices are net. The respective VAT has to be paid by the customer.

Delivery outside of the EU: the prices shown on the invoice are net prices, VAT is not applicable.

§ 5 Payment Terms

1. The payment is due in total upon receipt of the invoice
2. A cash-discount-deduction requires a prior written consent of FirstAttribute AG.

§ 6 Conditions of payment Online shop

1. Quoted and agreed purchase prices are net cash prices, exclusive of VAT.
2. Deliveries to countries outside the European Union may incur additional costs in individual cases, which must be borne by the customer. These include, for example, costs of transferring money by credit institutions (such as exchange rate charges, transfer fees) or import duties or taxes (such as customs duties). Costs for the transfer of funds may also be incurred if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.
3. The payment option(s) will be communicated to the customer in the online shop of the seller.
4. If advance payment has been agreed by bank transfer, the payment is due immediately upon conclusion of the contract, unless the parties have agreed on a later due date.
5. When choosing a payment method offered by PayPal, the payment is processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, SCA, 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"), under the terms of use of PayPal, available at <https://www.paypal.com/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - under the terms and conditions of payments without a PayPal account, available at <https://www.paypal.com/en/webapps/mpp/ua/privacywax-full>.
6. If you select the payment method "PayPal Invoice", the seller transfers his payment claim to PayPal. Before accepting the seller's assignment, PayPal will conduct a credit check using the submitted customer information. The seller reserves the right to refuse the customer the payment method "PayPal Invoice" in the case of a negative examination result. If the payment method "PayPal invoice" is approved by PayPal, the customer has to pay the invoice amount within 30 days from receipt of the goods to PayPal, provided that PayPal does not specify any other payment term. In this case he can only pay to PayPal with debt-discharging effect. However, in the case of assignment of claims the seller remains responsible for general customer inquiries. For example, enquiries about goods, delivery time, shipping, returns, complaints, notice of revocation and credits. In addition, the General Terms of Use apply for invoice purchases from PayPal, available under <https://www.paypal.com/de/webapps/mpp/ua/pui-terms>.

§ 7 Limited Warranty, Limited Liability

The following terms apply for NON-US CUSTOMERS:

A. Limited warranty

1. It can not be warranted, that the software is compliant with the customer's purpose and the customer's hard- and software.
2. Although FirstAttribute AG created the software with diligence and expert knowledge, the contractual parties are aware that according to current state of the art it is not possible to create 100% defect-free software. The customer is therefore obligated, not only to comply with his duty to mitigate damage, to completely backup his data in appropriate regular intervals, before the initial installation and before update installations of the software and immediately when any indication of defect occurs.

3. The agreed character of the product is being defined by the product specifications. Insofar a product specification is not given, the character of the product shall be deemed to be of average character and quality.
4. No warranty claim shall be given, if a deviation of the agreed character is only insignificant or the usability is only slightly affected. FirstAttribute AG might carry out improvements at any time.
5. The documentation will only be updated when significant changes arise and will be provided by download from FirstAttribute AG's website.
6. FirstAttribute AG is entitled to choose in its own discretion if a defect shall be remedied by way of fixing or delivery of a new product, e.g. the customer's software be updated, or a new software be delivered.
7. The customer is obligated to cooperate in remedying the defect, especially by downloading and installing an update.
8. In the best of FirstAttribute AG's knowledge the software is free of third persons' intellectual property rights, which could affect or exclude the customer's contractual use of the software. The customer is obligated to immediately inform FirstAttribute AG of any indication of claims arising from an alleged violation of such intellectual property rights. Upon request the customer is also obligated to leave the defense against these claims to FirstAttribute AG and, when requested, to support FirstAttribute AG to a reasonable extent. In case an infringement of third parties' intellectual property rights by the performance of FirstAttribute AG be established legally binding, FirstAttribute AG will at its own discretion and cost either obtain the according license for the use of the violated intellectual property rights for the customer or alter the performance in such a way that the violation is ended but the software still complies to the contractual specifications. In case both remedies imply disproportionate costs and / or expenditure, FirstAttribute AG is entitled to withdraw from the contract and will then restitute performances obtained from the customer and, where required, compensate the customer for damages incurred.
9. The defects liability period is one year. Claims arising out of defects prescribe after one year beginning with their coming to existence.
10. In case the customer lodged a defects liability claim against FirstAttribute AG and it emerges that either there was no defect or FirstAttribute AG is not liable for the defect, the customer has to compensate FirstAttribute AG for all incurred expenses.
11. The remedy of defect by way of fixing the product shall be deemed to have failed when attempted vainly the second time. The customer then may at its own discretion either abate or withdraw. The customer's right to claim compensation for damages according to these terms and conditions remains untouched.
12. The examination and notification duties according to § 377 HGB (German Commercial Code) are applicable. The customer can not base a claim on detected defects not given notice of to FirstAttribute AG immediately.
13. The customer shall illustrate the defect as precisely as possible.
14. The customer is obligated to take measures supporting the identification of the defect and its cause to a reasonable extent.
15. Instead of the aforementioned subsections 6, 9 and 12 the statutory regulations apply if the customer is a consumer in terms of § 13 BGB (German Civil Code).

B. Limited Liability

FirstAttribute AG is liable for damages arising from personal injury (culpable injury of life, body, health). This also applies for other damages arising from a deliberate or gross negligent violation of duties. FirstAttribute AG is also liable for damages arising from a slight negligent violation of an essential contractual duty and which are

a typical consequence with respect to this type of contract. The latter liability is limited to the sum of three times the license fee. FirstAttribute AG's liability for all other damages, which are not caused deliberately or gross negligently, is excluded. An essential contractual duty is given, if its fulfilment forms a precondition for the proper performance of the contract and in which fulfilment the customer normally relies on legitimately. A liability according to the Produkthaftungsgesetz (German Product Liability Code) remains unaffected.

The following terms apply for US-CUSTOMERS ONLY:

BEGIN of regulations concerning US-customers only.

BEGIN of regulations governed by the Law of Massachusetts.

This license contains rights and restrictions associated with the use of the software. The following regulations concerning Limitation of Warranty and Limitation of Liability shall be governed under and construed pursuant to the laws of the Commonwealth of Massachusetts, without reference to choice of law principles.

A. Limitation of Warranty

1. FirstAttribute AG warrants that it has the full power and authority to enter into this agreement and to grant the licenses described in this agreement.
2. FirstAttribute AG warrants that for a period of six months after the customer accepts the terms of this agreement, the media, if any, on which the software is delivered, will be free from defects in material and workmanship under normal use. If any media is found to be defective during the warranty period, FirstAttribute AG will replace the defective media.
3. FirstAttribute AG warrants that for a period of two months after the customer accepts the terms of this agreement, the software will perform substantially as described in specifications for the software, including any user manuals and technical documentation. If a defect in the software causes the software not to perform according to this warranty, FirstAttribute AG will use reasonable efforts to promptly correct such defects. If FirstAttribute AG is unable within a reasonable period of time to correct such defects, customer may, at his option, and his sole remedy, terminate the license and return the software, including all related documentation, to FirstAttribute AG and receive a full refund of any license fees paid for the software.
4. Limitations of Warranty. FirstAttribute AG does not warrant that the operation of the software will be uninterrupted or error free. Furthermore, FirstAttribute AG does not warrant that the functions contained in the software will meet customer's requirements.
5. Disclaimer. Software is provided "AS IS," without a warranty of any kind, except as set forth above. FIRSTATTRIBUTE AG DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability

1. FIRSTATTRIBUTE AG will not be liable to CUSTOMER for any incidental, consequential, or special damages arising under this Agreement. FirstAttribute AG will not be liable for any amount of damages in excess of (i) 5,000 USD or (ii) the cumulative license fees paid or payable under this Agreement, whichever is greater. This limitation will not apply to damages related to injuries to persons or damage to tangible personal property resulting from the negligence or willful acts of FirstAttribute AG.
2. Customer will not be liable to FirstAttribute AG for any incidental, consequential, or special damages arising under this Agreement. Customer will not be liable for any amount of damages in excess of (i) 5,000 USD or (ii) the cumulative license fees paid or payable under this agreement, whichever is greater. This limitation will not apply to damages related to injuries to persons or damage to tangible personal property resulting from the negligence or willful acts of customer.

END of regulations concerning US-customers only.

END of regulations governed by the Law of Massachusetts.

§ 8 Limitation of Time

1. The limitation period for claims arising from deficiency as to quality as well as title - no matter of which legal basis - is one (1) year.

2. The limitation period according to subsequence 1 also applies to claims for compensation for damages, no matter of which legal basis. It also applies if the claim is not connected to a defect.

3. The limitation of time according to subsequence 1 and 2 applies with the following preconditions:

a) The limitation of time does not apply if the damage was caused deliberately.

b) The limitation of time does not apply to claims for compensation for damages of life, body or health, claims arising of a culpable violation of essential contractual duties or claims according to the Produkthaftungsgesetz (German Product Liability Code).

§ 9 Reservation of ownership

FirstAttribute shall retain ownership of its products until it has received full payment arising from the concluded contract.

B - EULA

§ 1 Scope of application

These General License Terms apply exclusively if the customer is an entrepreneur. The statutory regulations instead of the following regulations apply if the customer is a consumer in terms of § 13 BGB (German Civil Code).

These General License Terms govern exclusively the right to use and the maintenance of the software of FirstAttribute AG.

§ 2 Definitions

Site: Defined as territorially limited area (e.g. campus, premises) of which the diameter does not exceed 6.21 miles (10 kilometers), and which is used exclusively by the customer;

Customer: Contract partner who licensed FirstAttribute AG's software;

Managed User: All employees of a company managed in the AD.

End-User: Person working with the software.

§ 3 License granting

FirstAttribute AG grants to the customer a non-exclusive perpetual license to use the software in the given amount and under the conditions of these License Terms. The documentation will be provided in electronic form. The delivery of the software will be affected in object code. FirstAttribute AG will not deliver source code. The software is intended to be used exclusively by the customer. For the grant of the license a fee has to be paid. The license is non-transferable.

Any attempt to share or transfer a license, e.g. by resale or lease, without the prior consent in text form by FirstAttribute AG is prohibited.

§ 4 Activation of software

Some software products of FirstAttribute AG need to be activated for use via license key, internet or email. Without activation the customer cannot use the software. Use of the software without a valid license is a license violation.

§ 5 Scope of use

1. Acts of Use

The right of use is limited to the following acts within the scope of contractual use:

- Installation of the software on the intended computer(s) and the production of a security backup; security backups on data storage mediums, which are normally intended to be circulated (such as CD, DVD), have to be marked with an indication of FirstAttribute AG's intellectual property right and a prohibition of its transfer.
- loading of the software into the computer's RAM and its processing,
- necessary measures in terms of error-correction according to § 69d sec. 1 UrhG (German Copyright Code) and
- decompilation to achieve interoperability according to § 69e sec. 1 UrhG
- production of a backup of the computer the software is installed on (Image)

2. Blocking device

The software is guarded by a technical device intended to block any illegitimate use or copying. The unlocking of this device is prerequisite for the operation of the software. The customer will be provided by FirstAttribute AG with the unlock key in the scope of the contractual use.

3. Connection & Update information

The user agrees to the software contacting a server of the rights holder once a day, internet-connection given, to search for updated program versions. During this process neither personal nor technical data of the computer employed by the user will be transferred. Transferred data only includes information about the installed FirstWare software (e.g. language- and program-version, time of installation). Should there be an update available, the user can select whether it should be installed or not.

4. Limitation

The free use is limited to the complete and unmitigated usage. It is not allowed to use individual parts of the software.

5. Withdrawal of rights of use

The rights holder is permitted to withdraw all rights of use should the user violate the above stated licensing terms. All used registered brands/trademarks and product names are hereby accepted as property of their owners. It does not matter whether they are marked as such or not.

§ 6 Relicensing

FirstAttribute may audit the use of the Programs ("Audit"), provided FirstAttribute announces the review in writing 45 days in advance.

The licensee undertakes to assist in the audit of the software producer, to support the software manufacturer (FirstAttribute) in an appropriate manner/way and to provide the software manufacturer with sufficient access to information.

In addition, the customer commits himself to pay underpaid fees within 30 days after written request.

If the payment is not made, the software producer (FirstAttribute) is entitled to extraordinarily dismiss technical support, licenses and the contract with the customer. Customer agrees that the software producer (FirstAttribute) will not be liable for any costs incurred in assisting in an audit.

§ 7 Change and Transfer of the Software/ Restriction of use

1. It is prohibited to execute changes to the source code of the program-files under any circumstances. Every manipulation, decompilation, disassembly of the software or other delivered files, change to the directory-structure as well as other changes to the software will be reported to the authorities and prosecuted according to §263a StGB. The rights holder reserves the enforcement of claims for damage.

2.1 The freeware and the trial-edition might be shared to third persons but requires an informal permission of FirstAttribute (e.g. on websites or ftp-servers), if the software is being offered unaltered and free of charge. Any offer of the freeware, the trial-edition & special edition against any kind of payment, fees or similar (e.g. chargeable download, magazine-CD) requires a prior written permission of FirstAttribute AG.

2.2 FirstAttribute AG reserves the right to prohibit distribution of the software via certain websites, data carriers or persons without stating reasons in any case. All copyright- and product remarks as well as pictures used, created and/or shown by the software, are not allowed to be removed.

3. A distribution of the software in a way that may harm the reputation of FirstAttribute AG, its employees, representative, agents or partners is strictly prohibited. This holds especially true for the distribution of the software via websites with racist, pornographic, ant constitutional, discrediting, illicit or illegal contents.

§ 8 Intellectual Property Rights

1. The software and its manual are copyrighted. All intellectual property rights in connection with them solely belong to FirstAttribute AG.

2. The customer may not use the software and its operation instructions without permission of FirstAttribute AG beyond above mentioned acts, e.g. he may not alter, not transfer to another programming language, not copy (e.g. by further installations of the Software), not redesign, not circulate, not share or grant access to third persons the software, neither partially nor temporarily. Reverse engineering, decompilation or disassembling are prohibited.

§ 9 Agreement to data processing and advertising mail

1. The user agrees that the email providing with free software or data necessary for activation may contain advertising. The email-address will not be passed on to third parties.

2. The user agrees that the entered email-address and his or her name will be saved by FirstAttribute AG. The user agrees as well that information about new products, services and offers of FirstAttribute AG may be sent to this email address. This includes emails for research purposes. The user can withdraw this agreement at any time with effect for the future.

C - Miscellaneous

§ 1 Data Protection

1. FirstAttribute AG complies with the effective data protection regulations according to the DSGVO (German Data Protection Act).
2. The personal data acquired by FirstAttribute AG serves to compile and carry out orders as well as invoices.
3. The customer is entitled to be informed of his personal data acquired by FirstAttribute AG free of charge.
4. The customer is entitled to request correction, deletion or blocking of his personal data acquired by FirstAttribute AG.
5. The customer is entitled to object the sending of product information at any time.

§ 2 Offsetting

Any offsetting of claims of FirstAttribute AG by the customer is only allowed if the customer's claim, with which FirstAttribute AG's claim shall be set off, is undisputed or established by legally binding court rule.

§ 3 Place of Performance and Court of Jurisdiction

1. Place of performance is Hofstetten, Germany. If the customer is neither merchant in terms of the HGB (German Commercial Code), corporate body under public law, nor special fund under public law, the statutory regulations apply.
2. In case the customer is merchant in terms of the HGB (German Commercial Code), corporate body under public law or special fund under public law, exclusive jurisdiction for all disputes arising out of this contract or in connection with it shall be the relevant court of Hofstetten, Germany. The same applies if the customer has no place of general jurisdiction within the Federal Republic of Germany or if neither his place of residence nor his main residence is known to FirstAttribute AG. FirstAttribute AG remains entitled to file a suit or commence other legal measures at the customer's general place of jurisdiction. If the customer is neither merchant in terms of the HGB (German Commercial Code), corporate body under public law, nor special fund under public law, the statutory regulations apply.
3. These licensing terms are of effect until updated with a newer version. FirstAttribute AG can withhold the installation of new program-versions until the user has agreed to the new licensing terms. Should the user not agree to the validity, it rids him or her of the right to distribute software of FirstAttribute AG.
4. The valid version of these licensing terms is the German version exclusively. It is the sole version decisive of the content and ensuing rights and obligations. Additional versions in other languages only have only informing purpose and are non-binding translations.

§ 4 Choice of Law

Any dispute arising out of the contract or in connection with it shall be exclusively governed by the Laws of the Federal Republic of Germany. The CISG and the Choice of Law of Conflicts shall not apply.

§ 5 Severability Clause

If provisions of these General Terms and Conditions should be or become partly or wholly void, the remaining conditions shall remain effective.