

1 Scope

1.1

The use of these internet pages provided by VisionSpace Technologies GmbH ("VisionSpace"), "VisionSpace Web Site", is only allowed on the basis of these Terms of Use. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, by starting the use of the VisionSpace Web Site these Terms of Use are accepted in their then current version.

1.2

If the User while using the VisionSpace Web Site acts as business customer, i.e. that it is not acting for purposes which are outside its trade, business or profession, or that it acts as administration customer, § 312e para. 1 sentence 1 no. 1 - 3 of the German Civil Code does not apply.

2 Services

2.1

VisionSpace offers on the VisionSpace Web Site specific information and software, as well as - as the case may be - related documentation, for viewing or downloading.

2.2

VisionSpace may stop the operation of the VisionSpace Web Site in full or in part at any time. Due to the nature of the internet and computer systems, VisionSpace cannot accept any liability for the continuous availability of the VisionSpace Web Site.

3 Registration, Password

3.1

Some pages of the VisionSpace Web Site may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. VisionSpace reserves the right to deny registration to any User. VisionSpace particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. VisionSpace is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as de-fined below), in particular if the User

- uses a false identity for the purpose of misleading others;
- violates these Terms of Use or neglects its duty of care with regard to User Data; or
- did not use the VisionSpace Web Site for a longer period.

3.2

For registration the User shall give accurate information and, where such information changes over time, shall inform VisionSpace thereof (to the extent possible: online) without undue delay. The User shall ensure, that its e-mail address, as supplied to VisionSpace, will be current and an address at which the User can be contacted.

3.3

Upon registration the User will be provided with an access code, comprising a User ID and a password ("User Data"). On first access the User shall change the password received from VisionSpace into a password known only to the User. The User Data allows the User to view or change its data or, as the case may be, to withdraw its consent to data processing.

3.4

The User shall ensure that the User Data will not be accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the User shall log-off from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall inform VisionSpace thereof without undue delay in writing, or, as the case may be, by e-mail.

3.5

After receipt of the notice under paragraph 3.4, VisionSpace shall deny access to the passwordprotected area under such User Data. Access will only be possible again upon the User's application to VisionSpace or upon new registration.

3.6

The User may at any time demand the deletion of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event VisionSpace will delete all user data and other stored personally identifiable data of the User as soon as these data are not needed anymore.

4 Rights of Use to Information, Software and Documentation

4.1

The use of any information, software and documentation provided on the VisionSpace Web Site is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with VisionSpace. Separately agreed to license terms shall prevail over these Terms of Use.

4.2

VisionSpace grants the User a non-exclusive and non-transferable right to use the information, the software and documentation made available to the User on the VisionSpace Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by VisionSpace in making same available.

4.3

Software shall be made available at no expense in object code. There shall be no right for the source code to be made available. This shall not apply to source code related to open source

software, which license conditions take priority over these Terms of Use in the case of transfer of open source software and which conditions require the making available of the source code. In such case VisionSpace shall make the source code available in return for the payment of costs.

4.4

Information, software and documentation may not be distributed by the User to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the User shall not modify the software or documentation nor shall it disassemble, reverse engineer or de-compile the software or separate any part thereof. The User may make one backup copy of the software where necessary to secure further use.

4.5

The information, software and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. The User shall observe such laws and in particular shall not remove any alphanumeric code, marks or copyright notices neither from the information nor from the software or documentation.

4.6

§§ 69a et seq. of the German Copyright Law shall not be affected hereby.

5 Intellectual Property

5.1

Notwithstanding the particular provisions in § 4 of these conditions, information, brand names and other contents of the VisionSpace Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of VisionSpace.

5.2

Except for the rights of use and other rights expressly granted herein, no other rights shall be granted to the User nor shall any duty be implied to grant rights to, such as, but not limited to, company's name or to intellectual property rights such as patents, brands or utility models.

6 Duties of the User

6.1

While using the VisionSpace Web Site the User shall not

- Harm other persons, in particular minors, or infringe their personal rights;
- breach public morality in its manner of use;
- violate any intellectual property right or any other proprietary right;
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;

- transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or illegal; or
- distribute advertising or unsolicited e-mails (so-called "spam") or incorrect warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar action.

6.2

VisionSpace may deny access to the VisionSpace Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

7 Hyperlinks

The VisionSpace Web Site may contain hyperlinks to the Web pages of third parties. VisionSpace accepts no liability for the contents of such Web pages and does not make representations about or endorse such Web pages or their contents as its own, as VisionSpace does not control the information on such Web pages and is not responsible for the contents and information given thereon. The use of such Web pages shall be at the sole risk of the User.

8 Liability for defects of title or quality

8.1

Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful misconduct or fraud as well as personal injury or death.

8.2

The information may contain general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

9 Other Liability, Viruses

9.1

The liability of VisionSpace for defects in relation to quality and title shall be determined in accordance with the provisions of § 8 of these conditions. Any further liability of VisionSpace is excluded unless required by law, e.g. in cases of willful misconduct, gross negligence, personal injury or death, failure to achieve guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage if there is no willful misconduct or gross negligence.

9.2

Although VisionSpace makes every endeavour to keep the VisionSpace Web Site free from viruses, VisionSpace cannot make any guarantee that it is virus-free. The User shall, for its own protection,

take the necessary steps to ensure appropriate security measures and shall utilise a virus scanner before downloading any information, software or documentation. The User shall use all reasonable steps to ensure security measures and utilise a virus scanner to ensure that no viruses are uploaded onto the VisionSpace Web Site.

9.3

§§ 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

10 Export Controls

10.1

The export of certain information, software and documentation may, e.g. due to its nature or intended purpose or destination, be subject to authorisation. The User shall strictly conform with the export regulations for information, software and documentation, in particular with those of the EU as well as the individual EU member states and the USA. VisionSpace shall label information, software and documentation in relation to German, EU and U.S. export control lists.

10.2

The User shall particularly check and verify that

- the information, software and documentation shall not be used for any purpose related to armaments, nuclear energy, weaponry or other military use;
- no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive goods, software or technology originating in the U.S.;
- no undertaking or person named in the U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive goods originating in the U.S. without permission; and
- the early warning advice notices of the respective German authorities shall be observed. Access to software, documentation and information on the VisionSpace Web Site shall only take place if such conforms with the above tests and guarantees. Where the User does not comply with the above, VisionSpace shall not be obliged to perform.

10.3

Upon request VisionSpace shall inform the User of the relevant contact points for further information.

11 Data Privacy Protection

For collection, use and processing of personally identifiable data of the User of the VisionSpace Web Site, VisionSpace shall comply with applicable laws on data privacy protection and the VisionSpace Web Site Data Protection Privacy Policy, which is available per hyperlink on the VisionSpace Web Site and/or on www.visionspace.com.

12 Supplementary Agreements, Place of Jurisdiction, Applicable Law

12.1

Any supplementary agreement requires the written form.

12.2

The place of jurisdiction shall be Darmstadt if the User is a merchant in terms of the German Commercial Code (Handelsgesetzbuch).

12.3

The VisionSpace Web Site is operated and administered by companies with business residence in Germany. VisionSpace makes no representation that information, software and/or documentation on the VisionSpace Web Site are appropriate or available for viewing or downloading at locations outside of Germany. If Users access VisionSpace Web Site from outside of Germany, they are exclusively responsible for compliance with all local laws. Access to VisionSpace Web Site's information, software and/or documentation from countries where such content is illegal is prohibited. These Terms of Use shall be governed by - and all disputes relating to or in connection with these Terms of Use or their subject matter shall be resolved in accordance with - the laws of Germany, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.