

## General licensing conditions for the Global Mail PostKIT software

### § 1 Scope

Deutsche Post AG (“Deutsche Post”) shall provide the Global Mail PostKIT software for its business customers (“Licensee”) as a free download only in accordance with the following licensing conditions. Different conditions of the Licensee are not recognised by Deutsche Post - these shall be expressly overruled.

### § 2 Subject of the Agreement

The subject of the Agreement is the free of charge provision of the Global Mail PostKIT software by Deutsche Post to the Licensee. In addition to the Global Mail PostKIT software, the Licensee shall also be provided with a user manual as a free download.

### § 3 Scope of use

(1) Deutsche Post transfers to the Licensee the non-exclusive and non-transferable right to use the Global Mail PostKIT software, unchanged, for his/her own purposes, i.e. not to process the data of third parties.

(2) Use in the context of this Agreement covers, as permissible actions, installation, saving into a temporary memory or into a permanent memory and the running of the PostKIT software. A copy may be created on a data carrier as a data backup.

(3) A decompilation of the program code into another output is forbidden. Furthermore, the user must not carry out reverse engineering.

### § 4 Program protection

(1) Irrespective of the rights of use granted according to § 3, Deutsche Post reserves all rights to the Global Mail PostKIT software, including all copies or sub-copies thereof made by the Licensee.

(2) The Licensee undertakes to retain the notes on industrial property rights, such as copyright notices and other legal reservations contained in the Global Mail PostKIT software, unchanged, as well as in all the full or part copies of machine-readable material created by him/her.

### § 5 Infringements of industrial property rights

(1) Deutsche Post does not know of any third party rights through which the Licensee would be adversely affected during use according to the Agreement.

(2) The Licensee shall notify Deutsche Post immediately in writing should a third party assert any claims against it due to the infringement of industrial property rights.

## § 6 Liability

(1) Deutsche Post shall be liable for damage relating to a breach of obligations by Deutsche Post, insofar as its legal representatives or agents have breached obligations deliberately or due to gross negligence. Should the statutory claim to compensation of the Licensee relate to Deutsche Post negligently breaching the obligations placed upon it, Deutsche Post shall be liable, insofar as the breach of obligations refers to a cardinal contractual obligation.

(2) Deutsche Post shall not be liable for any lack of economic success, indirect damage, consequential damage caused by defects, loss of profit and claims by third parties, with the exception of claims asserted by third parties due to the breach of industrial property rights.

(3) The above liability restrictions shall not apply for damage relating to deliberate intent, gross negligence, the omission of guaranteed properties or delay of performance. Furthermore, as far as damage caused by damage to life, limb and health is concerned, Deutsche Post shall also be liable for every grossly negligent breach of obligation – either by one of its legal representatives or one of its agents.

(4) Deutsche Post shall also be liable for the loss of data and programs and the restoration thereof, but only to the foreseeable extent outlined above and only insofar as this loss could not have been prevented by the Licensee taking reasonable precautions, in particular the daily and regular creation of backups of all data and programs.

## § 7 Miscellaneous

(1) The text of the Agreement shall not be stored by Deutsche Post after termination of the Agreement.

(2) The Agreement contains all Agreements of the parties; there are no collateral agreements.

(3) Any additions and changes to this Agreement must be made in writing.

(4) The invalidity of any individual provisions or any gaps shall have no bearing upon the continued existence of this Agreement. Any such invalid provision or gap shall be superseded or filled by a valid provision which most closely equates to the aim and objective of the provision which has ceased to apply or the remaining provisions contained in this Agreement.

(5) The Agreement shall be subject to the laws of the Federal Republic of Germany, without recourse to the UN Convention on the International Sale of Goods (CISG).

(6) The place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Bonn.

(7) The valid version of the General Terms and Conditions of Deutsche Post BRIEF NATIONAL (AGB BRIEF NATIONAL) and BRIEF INTERNATIONAL (AGB BRIEF INTERNATIONAL), which can be found on the Internet at [www.deutschepost.de](http://www.deutschepost.de) or in the retail outlets of Deutsche Post, shall apply.