

GENERAL TERMS AND CONDITIONS

§ 1 Definition of Terms

- (1) EFFICIENT ELEMENTS (Efficient Elements GmbH, Troppauer Str. 34, 74321 Bietigheim-Bissingen, Germany) is the producer and licensor of the software and the provider of any services delivered (if any) under this agreement.
- (2) ORDER is the document or electronic equivalent, where the CUSTOMER orders the software licenses, including number of software licenses, license fee and all other commercial order data. In the order form or the relevant section of the web shop the CUSTOMER will define the number of "named" USERS.
- (3) SOFTWARE is the "Efficient Elements for presentations" software including templates and documentation.
- (4) USER is the person who is allocated by the CUSTOMER for the personal use of the SOFTWARE.
- (5) CUSTOMER is the entity or person who is named in the ORDER form or any equivalent document and has agreed on these GENERAL TERMS AND CONDITIONS. CUSTOMER can also be a USER.
- (6) PERSONAL DATA are personal details that identify a person, for example name, address, e-mail address or telephone number, accounting data (e.g. VAT number, bank account number and/or credit card information), as well as other unpublished data used in this context.
- (7) ANONYMOUS DATA refers to information that is not connected to PERSONAL DATA and which cannot be used to identify individual persons.
- (8) CONFIDENTIAL INFORMATION includes data and information that are not public knowledge, in particular user passwords and the know-how and trade secrets involved in the SOFTWARE and related services (if any).
- (9) IN WRITTEN FORM also includes electronic communication.

§ 2 License

- (1) EFFICIENT ELEMENTS supplies the SOFTWARE to the CUSTOMER exclusively on the basis of these GENERAL TERMS AND CONDITIONS and the ORDER of the CUSTOMER to EFFICIENT ELEMENTS. In the event of contradictions between the aforesaid documents, they shall apply in the following sequence: ORDER of the CUSTOMER, GENERAL TERMS AND CONDITIONS.
- (2) In return for the agreed license fee EFFICIENT ELEMENTS grants the CUSTOMER and its USERS the temporary, non-exclusive right to reproduce the SOFTWARE to such an extent as is necessary for loading, displaying, running, transferring or storing the SOFTWARE under the following conditions (hereinafter USE AS INTENDED).
 - (a) The CUSTOMER shall be entitled to allow the SOFTWARE to be used by the agreed number of "named" USERS. The number of "named" USERS means the number of possible USERS who would then be entitled to such use by the CUSTOMER, irrespective of whether and when they actually use the SOFTWARE.

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- (b) The USER shall be entitled to install and use the SOFTWARE on one single workplace computer or one mobile computer device (independent of the number of CPUs in each device or computer).
 - (c) The USER shall not be entitled to share the use of the SOFTWARE.
 - (d) The CUSTOMER and USER shall not be permitted to compile, adapt, change the arrangement or make other alterations including error correction to the SOFTWARE either in whole or in part, directly or indirectly, nor shall he disassemble the SOFTWARE, subject it to reverse engineering or decompile it, unless (I) this is necessary in order to obtain information to permit interoperability with an independently developed computer program and (II) EFFICIENT ELEMENTS has not made available this information to the USER within a commercially reasonable period of time despite written request. Information obtained by such a measure may not be used for other purposes than to achieve interoperability and shall not be communicated to third parties unless this is necessary to establish interoperability.
 - (e) The CUSTOMER and USER shall be entitled to make identical backup copies of all SOFTWARE licensed under this agreement on a data carrier. The CUSTOMER and USER shall not be entitled to copy the printed documentation (if available), not even in extracts.
 - (f) The ownership and all intellectual property rights to the SOFTWARE including copyright remain with Efficient Elements and / or its licensor(s). With the exception of the USER rights granted in this agreement, the USER is not granted any additional rights.
 - (g) Under no circumstances shall the CUSTOMER and USER be entitled to transfer, rent or lease the SOFTWARE permanently or temporarily to third parties without EFFICIENT ELEMENTS' written consent.
- (3) The CUSTOMER is obliged to inform any USER about these GENERAL TERMS AND CONDITIONS and is responsible for the compliance of any USER with these GENERAL TERMS AND CONDITIONS.

§ 3 Warranty

- (1) For duration of this contract, EFFICIENT ELEMENTS warrants that the SOFTWARE if USED AS INTENDED shall essentially satisfy the function and performance features described in the documentation valid at the time of the same. Insignificant deviations are irrelevant.
- (2) Before concluding this agreement, the CUSTOMER shall himself determine that the SOFTWARE sufficiently satisfies his requirements.
- (3) If within the warranty period the CUSTOMER submits evidence of a defect / error in the SOFTWARE, EFFICIENT ELEMENTS shall at its discretion first be entitled to remedy or replace. The CUSTOMER shall only be entitled to reduce the remuneration (diminution) or to cancel the agreement if the remedy or delivery of a replacement has definitively proven unsuccessful. If the CUSTOMER exercises his right of cancellation, he shall terminate the use of the SOFTWARE and completely delete the SOFTWARE from all data carriers and data memories, including the hard disc of his computer, and notify EFFICIENT ELEMENTS thereof IN

WRITTEN FORM. The warranty shall not extend to defects which – directly or indirectly – have been caused by use contrary to purpose or negligence or by an event not the responsibility of EFFICIENT ELEMENTS or by repairs or changes by the USER or by a third person.

§ 4 Technical Requirements

- (1) All technical requirements for using the SOFTWARE will be explained to the USER on the EFFICIENT ELEMENTS website. The USER must adhere to these requirements for the full duration of the contract.
- (2) The CUSTOMER and USER are obliged to ensure that each licence key for the SOFTWARE is only used within this contract for activation of one installation of the SOFTWARE and is held confidential. If EFFICIENT ELEMENTS identifies a breach of this regulation, EFFICIENT ELEMENTS is authorized to demand the appropriate usage fee retrospectively from the beginning of the relevant breach.
- (3) An internet connection is required in order to activate the SOFTWARE; the cost of the internet connection will be borne by the USER.
- (4) EFFICIENT ELEMENTS points out that in order to install the software, the respective USER must have administrator rights on the respective computer or other technical device.
- (5) When using the SOFTWARE, the installed SOFTWARE will store information both temporarily and permanently on the respective computer or other technical device. SOFTWARE settings will be saved to the local device and may be entered in the registry.
- (6) The CUSTOMER and USER shall cooperate and provide all reasonable assistance to EFFICIENT ELEMENTS in the correction of errors in the SOFTWARE. This includes the delivery of an error description / screenshots to EFFICIENT ELEMENTS (including the information, if the error is demonstrable and can be reproduced) and remote and / or live access to the relevant computer systems. In the event that the CUSTOMER and / or USER do not cooperate then EFFICIENT ELEMENTS shall have no obligation to correct such errors and shall not be liable in respect of such errors.
- (7) The CUSTOMER shall name individuals responsible for operating, administrating and maintaining the software on a day-to-day basis on behalf of the CUSTOMER and shall ensure that such list of named individuals remains current and up to date and is updated no less than annually. The CUSTOMER shall make sure that these individuals are reasonably well trained in accordance with EFFICIENT ELEMENTS recommendations (if any).
- (8) If the CUSTOMER fails to install and use any delivered release of the SOFTWARE within 8 weeks of the date on which it was made available to the CUSTOMER, EFFICIENT ELEMENTS may on notice withdraw maintenance / error correction from the version of the SOFTWARE, which the maintenance release was intended to replace. Maintenance / error correction will be resumed at such time as the last delivered release is installed.

§ 5 Revocation

- (1) The CUSTOMER has no right to revoke as in accordance with § 312d (4) Nr. 1 BGB (German Civil Code) the provided product is not suitable for restitution, as the right of use starts with the delivery of the licence key.
- (2) If the CUSTOMER wishes to test the SOFTWARE before purchase, a time-limited trial version is available for download from www.efficient-elements.com free of charge. EFFICIENT ELEMENTS recommends to test the software before purchase.
- (3) In case the CUSTOMER has received a corrupted license key, the CUSTOMER has the right to receive another license key free of charge. The most current version of the software can be downloaded from the EFFICIENT ELEMENTS website free of charge. Should the CUSTOMER encounter difficulties regarding the purchasing process, the CUSTOMER can contact EFFICIENT ELEMENTS via e-mail or using the contact information provided in the impressum.

§ 6 Contract Duration and Cancellation

- (1) This contract comes into effect with acceptance of the ORDER by EFFICIENT ELEMENTS and delivery of the license key(s) to the CUSTOMER and / or USER and then is valid for the duration specified in the ORDER (CONTRACTUAL PERIOD). If the ORDER does not specify a duration, the contractual period will be one year. Four weeks before the end of the relevant CONTRACTUAL PERIOD EFFICIENT ELEMENTS will send a reminder e-mail to inform the CUSTOMER to obtain a new license key. CUSTOMER declares the explicit consent to such e-mail reminder.
- (2) If the license fee for using the SOFTWARE increases, as per § 6 (3), USER may also cancel the contract as stated there.
- (3) The parties can also cancel the contract at any time with sufficient reason. A sufficient reason exists
 - (a) For EFFICIENT ELEMENTS when the CUSTOMER is more than 30 days behind on payment, as defined in this contract, or
 - (b) When one party is in breach of fundamental points of this contract.
- (4) In order to be effective, any cancellation must be IN WRITTEN FORM.
- (5) After cancellation of the contract on which basis the SOFTWARE was used, the USER must end the use of the SOFTWARE and delete all installations the SOFTWARE.

§ 7 License Fee and Conditions of Payment

- (1) Payment for use of the SOFTWARE outlined in this contract is defined in the ORDER (LICENSE FEE) and will be calculated with addition of whatever value-added tax is legally defined at the time the invoice is issued. Payment is to be made in advance for the CONTRACTUAL PERIOD, the first payment to be made when the contract becomes binding.
- (2) Any payments have to be made
 - (a) Directly when purchased through the EFFICIENT ELEMENTS website via the offered e-payment methods.
 - (b) Within 30 calendar days after issue of the relevant invoice.

- (3) If the CUSTOMER / USER has been using the SOFTWARE on a trial basis, trial usage can only be extended with the express approval of EFFICIENT ELEMENTS; if the CUSTOMER / USER contravenes this regulation, EFFICIENT ELEMENTS has the right to demand payment for the use of the SOFTWARE according to its regular price list.

§ 8 Data Collection

- (1) When the CUSTOMER / USER fills in a contact form, subscribes to a newsletter or registers as a user for the order process or any other product use, EFFICIENT ELEMENTS will – in as far as is necessary and with the agreement of the USER – request and store the name of the USER, the name of the CUSTOMER'S organization, additional identification information for the USER in this organization, the USER'S e-mail and postal address, and the USER'S telephone and fax numbers.
- (2) EFFICIENT ELEMENTS will ask the CUSTOMER to provide PayPal, credit card and/or billing information (together named as "PAYMENT INFORMATION") upon purchase of EFFICIENT ELEMENTS products through the EFFICIENT ELEMENTS website or order form. Where EFFICIENT ELEMENTS utilizes third party payment processors, the CUSTOMER'S PAYMENT INFORMATION will be disclosed to such third parties for card validation and transaction processing. EFFICIENT ELEMENTS will securely store PAYMENT INFORMATION where necessary to process purchases or renewals of products that were purchased.
- (3) On activation of the SOFTWARE, EFFICIENT ELEMENTS will collect data as follows: license key, license user – as filled in by the USER in the activation form, license organization – as filled in by the USER in the activation form, hardware ID, timestamp, IP address, Microsoft® PowerPoint® version number, SOFTWARE version number.
- (4) If the USER decides to send error reports, the following data will be transmitted: error message generated by the SOFTWARE, error description – as filled in by the USER in error form, user name – as filled in by the USER in error form, contact information (phone, e-mail) – as filled in by the USER in error form, all data transmitted during activation as stated in § 7 (2).
- (5) Other services or websites that are linked to from the EFFICIENT ELEMENTS website may have implemented different guidelines as regards data collection and processing; for this reason, the data protection notices on the respective websites, or the data protection notices for the use of respective services are effective. If the CUSTOMER uses PayPal services for payment, the terms and conditions of this service will apply for the payment process, including the Privacy Policy of PayPal Services with a list of "Third Parties other than PayPal Customers" at www.paypal.com.

§ 9 Use of Data

- (1) If PERSONAL DATA is passed on to EFFICIENT ELEMENTS, the CUSTOMER and the USER declares himself in agreement with EFFICIENT ELEMENTS passing on, using and storing this information in all states in which EFFICIENT ELEMENTS is established, or in which EFFICIENT ELEMENTS avails of technical services from a third party. The data processing centers concerned will, by concluding so-called safe harbor agreements between individual locations, adhere to all applicable data

protection laws and directives (including the European Parliament and Council directive 95/46/EG).

- (2) EFFICIENT ELEMENTS will only use PERSONAL DATA for the specific reason for which these data were conveyed. PERSONAL DATA will only be passed on to a third party with the express agreement of the USER, or in cases that are allowed by law. Unless otherwise stated, PERSONAL DATA the USER has passed on to EFFICIENT ELEMENTS is only for internal EFFICIENT ELEMENTS use, and for use described in the data protection directive. PERSONAL DATA can, however, be passed on to third party organizations that provide services for EFFICIENT ELEMENTS in the areas of execution of orders, payment processing or administration, or other services described in this document.
- (3) EFFICIENT ELEMENTS can pass on PERSONAL DATA and other information if this is required by virtue of a law, or because of a citation or court ruling, or if it is required in order to answer a query, request or complaint from the USER or from a third party on behalf of the USER.

§ 10 Data Storage

- (1) The USER has the right to enquire of EFFICIENT ELEMENTS, without incurring cost, if his PERSONAL USER DATA (and which data) are being stored by the SOFTWARE. If this information is incorrect or incomplete, EFFICIENT ELEMENTS will correct it as necessary.
- (2) The USER always has the right to demand the deletion of stored PERSONAL DATA, insofar as this is not impeded by any legal obligation to preserve records. This is only the case as long as the data are not required for the fulfillment of a current business connection.
- (3) Data that EFFICIENT ELEMENTS collects from the USER or gathers on him will be deleted out of active databases at the end of this contract, but may still exist in archives. Archives must be kept for billing data and other data required according to tax and commercial law until the period of preservation has passed. What cannot be deleted is the inclusion of the data in a black list, which is required to guard against unwanted e-mail or post.

§ 11 Limitation of Liability

- (1) The following limitations of liability are valid with regard to all compensation claims regardless of their basis in law, in particular with regard to pre-contract and extra-contract claims.
- (2) EFFICIENT ELEMENTS is liable for any damages to the CUSTOMER / USER as EFFICIENT ELEMENTS can be charged with intent or gross negligence. EFFICIENT ELEMENTS shall be liable in accordance with the regulatory requirements in case of any culpable infringement of a material contractual obligation, even in case of ordinary negligence, whereby EFFICIENT ELEMENTS liability shall be limited to foreseeable, typically occurring damages. For all other claims and if neither intent nor gross negligence can be shown, EFFICIENT ELEMENTS is only liable to the CUSTOMER / USER for an amount not higher than 300% of the yearly LICENSE FEE as defined in the relevant ORDER.

- (3) The previously mentioned limitations of liability do not restrict any legal entitlements according to Product Liability Act. The liability for claims on injury to life, body or health is not affected by previously mentioned limitations, insofar as the claims are based on intent or gross negligence by EFFICIENT ELEMENTS or by any legal representative or assistant of EFFICIENT ELEMENTS. The liability for given guarantees is not limited, insofar as the given guarantee is expected to protect the USER from the occurred damages.
- (4) It is the USER'S duty to make backup copies of his data at appropriate intervals and in an appropriate way. A violation of this duty is to be considered as contributory negligence.

§ 12 Intellectual Property, Confidentiality

- (1) Software and other material provided in the scope of this contract, which is protected by proprietary law, including but not limited to images, text, graphics, audio files and video files, as well as the selection, coordination and arrangement of these materials (henceforth known as INTELLECTUAL PROPERTY), are protected under copyright law, trademarks, service marks and other property laws. These copyrights, trademarks etc. are the property either of EFFICIENT ELEMENTS or of third parties that have licensed their INTELLECTUAL PROPERTY to EFFICIENT ELEMENTS. All other trademarks, service marks and trade names used are the property of their owners. EFFICIENT ELEMENTS allows the CUSTOMER / USER to make temporary copies of all or part of its INTELLECTUAL PROPERTY and to download this to a single computer for the purpose of using, viewing and browsing the INTELLECTUAL PROPERTY, insofar as nothing to the contrary is stated. The INTELLECTUAL PROPERTY can only be copied, reproduced, newly published, uploaded, posted, transferred or in any other way distributed if this is expressly permitted in the conditions of use. Using or modifying EFFICIENT ELEMENTS' INTELLECTUAL PROPERTY in any way represents a breach of copyright and other proprietary laws and is strictly forbidden.
- (2) The USER may not use, copy or make known to a third party any CONFIDENTIAL INFORMATION, unless this is expressly permitted in the USER'S contract or the CUSTOMER is required to do so based on legal requirements or a legally binding decision.
- (3) The USER commits to protect CONFIDENTIAL INFORMATION sufficiently against disclosure or misuse. If the USER should find out that CONFIDENTIAL INFORMATION has been disclosed or misused, the USER will immediately inform EFFICIENT ELEMENTS and do anything that might be demanded by EFFICIENT ELEMENTS to avoid further disclosure or misuse of the CONFIDENTIAL INFORMATION.

§ 13 General Conditions

- (1) This contract is subject exclusively to German law. The application of the Convention of Contracts for the International Sale of Goods (CISG) of 11.04.1980 – in its most current version – as well as other specifications of international contract law are excluded. If the CUSTOMER is a commercial customer, Munich (Germany) is the jurisdiction for any disputes resulting from and in connection with this contract.

- (2) This contract, including the ORDER and any offer to the USER that preceded it, represents the entire agreement between the CUSTOMER and EFFICIENT ELEMENTS as regards the content of this contract. Changes and additions are only effective if they are agreed on IN WRITTEN FORM after this contract is concluded, and signed by a party authorized to represent EFFICIENT ELEMENTS. Waiving the WRITTEN FORM requirement of this point must also be submitted IN WRITTEN FORM.
- (3) EFFICIENT ELEMENTS renders all licensing of SOFTWARE exclusively on the basis of these GENERAL TERMS AND CONDITIONS. Contradicting Terms and Conditions are expressly rejected.
- (4) If individual regulations in these conditions are or become ineffective, this will not affect the general effectiveness of the remaining regulations contained in these conditions. This is also true in the case of any loopholes in the regulations.
- (5) In the place of an ineffective regulation or to fill any potential loopholes in these conditions, an effective and appropriate regulation should come into effect, which most closely resembles what the parties wanted to achieve based on their commercial aims.