

Doka Terms and Conditions for the Use of Doka Planning Software (B2B)

1. General

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- 1.2. The Licensee confirms that it understands and agrees to be bound by these Terms and Conditions with respect to all use and handling of the Software.

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7.11. Doka is not aware of any rights of third parties which oppose the utilization of the Software by the Licensee. Doka is not liable that the licensed Software is free of rights of third parties.

8. Cancellation

- 8.1. The License ends automatically in case the Software is uninstalled.
- 8.2. In case that Doka decides not to provide a certain module of the Software any more, Doka will announce the fact within a reasonable time on the website www.doka.com and the Licensee has no right for compensation in this case. Doka is entitled to terminate the Agreement and hence the right to use the Software with immediate effect and without any right of compensation for the Licensee in particular – but not exclusively – in the following cases:

- the Licensee violates any intellectual property right of Doka regarding the Software or
- decompiles or alters the Software or
- violates the confidentiality obligation set out in clause 10 or
- violates clause 5.1 of this Agreement or
- the Licensee conducts any activities which could be detrimental to Doka's business interest, goodwill and respect.

8.3. In case of violation of any other clause of this GTC by the Licensee Doka is entitled to terminate the Agreement after granting a grace period of 14 days to remedy the violation.

9. Return of the Software

9.1. In case of termination of the Agreement, irrespective of the reason for such termination, the Licensee shall immediately stop using the Software and remove it from the computers (with exception for archived copies archived by the Licensee in accordance with any applicable law). In connection therewith, the Licensee shall confirm in writing that it has fully complied with this obligation.

10. Confidentiality

- 10.1. The Licensee is obliged to strict confidentiality with regard to the Software and data provided by Doka.
- 10.2. The Licensee will especially take all necessary steps to prevent unauthorized copies from being made and passed on to third parties.
- 10.3. The confidentiality obligation will remain in force after the expiry of the License and these Terms and Conditions.

11. Miscellaneous

- 11.1. Doka reserves the right to exclude at its sole discretion certain modules of the Software or applications regarding certain products from this Agreement.
- 11.2. Any GTC communicated by the Licensee shall not apply.

12. Severability Clause

12.1. If, for any reason, one or more of the provisions of these Terms and Conditions or of any agreement between the Licensee and Doka is invalid or unenforceable, the validity of the remaining provisions shall be unaffected hereby. In place of the invalid or unenforceable provision there shall be a provision which is closest to the intended purpose.

13. Place of Performance and Jurisdiction

13.1. The place of performance for all obligations arising from or in connection with the Agreement between Doka and the Licensee shall be Amstetten, Austria.

13.2. All disputes between the Licensee and Doka including the question of the valid realization of the Agreement as well as its preliminary and subsequent contractual effects, shall be decided, at the option of Doka, by the competent court in whose official district Amstetten lies, or by a court of arbitration within the meaning of Point 13.3. Only Doka is entitled to choose to bring the matter to other courts to assert its claims.

13.3. Insofar as Doka opts for a decision by a court of arbitration, the ICC Rules of Arbitration and Conciliation shall apply. The decision shall be made by the sole arbitrator. The place of arbitration shall be Vienna, Austria, the language of arbitration shall be German. The contractual parties shall waive their right to appeal against the arbitration award, insofar as it is legally permissible to waive such a right. The arbitrator shall give the parties a draft of the arbitration award to comment upon.

14. Applicable Law and Interpretation

14.1. Legal disputes between the Licensee and Doka including the question of the valid conclusion of the Agreement and the preliminary and subsequent contractual effects are subject exclusively to Austrian law. The Austrian IPRG and the UN Sales Convention are not applicable.

15. Waiver

15.1. As far as it is possible under mandatory law, the Licensee and Doka shall waive the right to appeal against these Terms and Conditions as well as against agreements concluded between them and/or the right to demand the cancellation or amendment of the same. In particular an appeal on the grounds of a mistake or laesio enormis is excluded.