

Special Part

Software License for Perpetual Use

1. Scope of License

- 1.1 The exact scope and type of license are subject to the Individual Agreement. Unless agreed otherwise, Beta Systems DCI grants to Customer a nonexclusive, perpetual, non-transferable right to use the Software ("licence") delivered by Beta Systems DCI. Customer has the right to make one back-up copy of the Software delivered by Beta Systems DCI. This back-up copy must include the copyright notice "Beta Systems DCI", the name of the Software and the version number. Further copies are not permitted.
- 1.2 Software, which is limited to a certain number of MIPS/MSU, may be used only on the hardware listed in the Individual Agreement. Unless agreed otherwise, the processing power of the CPU shall not exceed the processing power licenced according to the Individual Agreement. The license keys that are required for running the Software are hardware related.
- 1.3 The appropriate relevant MIPS/MSU values are calculated based on the current publications of the Gartner-Group. The values of a different group, comparable to the Gartner Group, will be used if the publication is not available.
- 1.4 Unless agreed otherwise, Customer may use the Software only to run Customer's internal business operations. In particular, Customer may not use the Software to provide services to third parties.
- 1.5 If the Individual Agreement allows use of the Software by Customer's affiliated companies, Customer shall ensure that the affiliated company observes these Terms and Conditions. Customer shall be held responsible for a possible breach by affiliated company.
- 1.6 Except as provided in 1.7 of these terms, Customer does not have the right, without prior written approval, to make the Software and the accompanying manuals (the original or a copy) available to third parties, especially not through a rental agreement or in any other manner.
- 1.7 Customer shall only be permitted to sell or donate the Software to third parties under the condition, that it does not keep any copies of the Software, that it ensures that the third party complies with the terms of this Agreement and that it informs Beta Systems DCI immediately of the name and the address of the third party and sends Beta Systems DCI a copy of the statement, which confirms that the third party agrees to these Terms and Conditions and the respective Individual Agreement. The transfer of license rights to third parties has no influence on any other contractual relationships between Customer and Beta Systems DCI.

2. Third-Party Software

For Third-Party Software as well as respective successor versions, which are distributed by Beta Systems DCI, the license terms of the third party shall apply, alternatively and supplementary Beta Systems DCI's licensing terms and other possible conditions set forth in the Individual Agreement. Customer may use the Third-Party Software only as part of the delivered solution. Customer indemnifies Beta Systems DCI from any claims arising from any breach of this obligation. Beta Systems DCI has the right to provide equivalent replacement, insofar as the replacement is functionally compliant and unless it would be unreasonable to require Customer to accept the substitution.

3. Open Source Software

For Open Source Software only the license terms of the rights owner shall apply.

4. Right to audit

- 4.1 Customer shall give Beta Systems DCI prior written notice of any use of the contractual Software outside the contractually permitted use. It

requires an additional agreement with Beta Systems DCI on the basis of the Individual Agreement.

- 4.2 Beta Systems DCI is permitted to audit the usage of the contractual Software once a year. Usually, Customer can conduct the measurement itself by using the tools provided by Beta Systems DCI for that purpose.
- 4.3 If Customer refuses to conduct the measurement itself, or if there are reasonable grounds to suspect a breach by Customer, Beta Systems DCI is permitted to conduct the audit remotely or at Customer's premises upon prior notice of at least two weeks. The audit shall be conducted during normal business hours and shall not compromise Customer's business operations in an unreasonable way.
- 4.4 Beta Systems DCI will have reasonable regard to the interests of Customer's confidentiality and to the protection of Customer's business operations. Customer shall cooperate reasonably with Beta Systems DCI in the conduct of audits and must, among other things, grant Beta Systems DCI insight into its systems, records and business operations to the reasonably required extent.
- 4.5 Each party bears its own expenses in relation with the audit. If audit reveals Customer has underpaid amounts owing by more than 5%, Customer must bear the reasonable expenses of the audit.
- 4.6 If Customer exceeds the agreed usage of the contractual Software, Beta Systems DCI and Customer will execute an additional agreement.
- 4.7 Furthermore, Beta Systems DCI may claim the additional license and maintenance fees on the basis of the Individual Agreement retroactively. The right to claim damages and late payment interest remains unaffected.

5. Customer's duties to protect the Software

- 5.1 Customer is not permitted to disassemble, decompile or modify the Software without Beta Systems DCI's prior written approval. Customer's minimum statutory rights shall remain unaffected.
- 5.2 Decompilation of the software code into another form or reverse engineering is not permitted. In case a decompilation is necessary for obtaining interoperability, Customer must provide written notice requiring Beta Systems DCI within reasonable time to provide the information necessary to produce interoperability. If Beta Systems DCI fails to provide the information, Customer is entitled to decompile the Software in accordance with the German Copyright and Related Intellectual Property Rights Act (UrhG), section 69e UrhG.
- 5.3 Customer has the obligation to prevent unauthorized access of third parties to the Software or to other licensed material by implementing appropriate measures. The delivered original data carrier and the back-up copy have to be stored in such a way, that unauthorized third parties have no access. The Software must be completely erased before machine readable data carriers, data storage devices or data processing equipment are destroyed, sold or otherwise transferred.
- 5.4 Customer acknowledges the conditions set out above. Beta Systems DCI reserves its statutory rights, especially the right to claim damages.

6. Other Provisions

In addition, the provisions of the General Part of the General Terms and Conditions of Beta Systems DCI (Version 04/2017) shall apply.