Special Part

Software License for Permanent Use

1. Scope of License

1.1 Unless agreed otherwise, Beta Systems grants to Customer a nonexclusive, perpetual, non-transferable right to use the Software ("licence") delivered by Beta Systems. The Customer is entitled to load, execute, employ and install the Software for his own purposes. The software can only be used at the installation location (= customer address in accordance with the Basic and / or Main Agreement) as listed in the Basic and / or Main Agreement. The Customer has to ask Beta Systems for approval in advance, if he wants to use the software at a different location. If the software is part of a system delivered by Beta Systems that includes hardware, the software can only be used on the respective hardware, as long as its exchange, failure or other operational reasons don't justify the use of a different hardware.

1.2 The Customer has the right to make one back-up copy of the software delivered by Beta Systems. This back-up copy must include the copyright notice "Beta Systems", the name of the software and the version number. Other copies including print-outs of the software code on a printer are not permitted.

1.3 The sale or donation of the software to third parties is only permitted to the customer under the condition, that he does not keep any copies of the software, that he ensures that the third party complies with the terms of this Agreement and that he informs Beta Systems immediately of the name and the address of the third party and sends Beta Systems a copy of the statement, which confirms that the third party agrees to these terms and conditions and the respective Basic and/or Main Agreement. The transfer of license rights to third parties has no influence on any other contractual relationships between the customer and Beta Systems.

1.4 The Basic and / or Main Agreement shall govern the exact scope and / or the type of license. The use of the software shall be restricted according to the limitations set forth in the Basic and / or Main Agreement with regards to content, quantity or geographic restrictions, e.g. the agreed number of (a) clients, processors, executors, named / concurrent user and / or servers, or (b) calculation base which uses the maximum specified in the Basic and / or Main Agreement (aa) MIPS-value (number of installed MIPS ["million instructions per second"]) or (bb) the usage value for IBM's z/OS operating systems, or (cc) number of processed documents in a certain amount of time or (dd) the number of Managed SAM IDs and (c) the license type (limited to certain user groups).

1.5 Software, which is limited to a certain number of MIPS, may be used only on the hardware listed in the Basic and / or Main Agreement. In general, the CPU must not exceed the processing power of the licensed processing power according to the Basic and / or Main Agreement. The license keys are hardware related.

1.6 The appropriate relevant MIPS values are calculated based on the current publications of the Gartner-Group on the World Wide Web. The values of a different group, comparable to the Gartner Group, will be used if the publication is not available.

1.7 The customer is obligated to report the current scope of use of licensed software to Beta Systems each year (by the 31.01.). If the agreed usage is exceeded, Beta Systems is authorized to calculate the fees for the additional usage retroactively for the calendar year. Beta Systems has the right, after appropriate notice, to audit Customer's use of the Software at Customer's premises, if the Customer fails to meet his obligation to notify. A reimbursement (e.g. in case of a reduction of the number of users or the used MIPS or in case of a change of the license type) is excluded.

1.8 The use of the programs is limited to user groups with regard to the license type (A, B and C). The definition of the types of licenses is part of the Basic and / or Main Agreement

2. Components from other manufacturers

For third party software and programs as well as respective successor versions, which are distributed by Beta Systems, the terms and conditions of the third party shall apply, alternatively and supplementary Beta System's licensing terms and other possible conditions set forth in the Basic and / or Main Agreement. The Customer is not permitted to run other computer programs with the above mentioned third party software. He may use the programs only as part of the delivered solution. He indemnifies Beta Systems from any claims arising from any breach of this obligation. Beta Systems has the right to exchange third-party products against similar products with the same functionality.

3. Open Source

3.1 If the software of Beta Systems uses Open Source software or co-operates with it or may use or co-operate with it, Beta Systems refers to this use in the documentation of the particular software. The Customer shall obtain the appropriate Open Source software - if needed – by downloading it from the Internet on the terms of the rights owner. If Beta Systems should deliver Open Source software as an exception, this delivery takes place as a service free of charge. For Open Source software only the license terms of the rights owner apply. The customer will comply with the terms of use.

3.2 Beta Systems is not responsible for errors within Open Source software. Warranty claims against Beta Systems concerning the Open Source software are excluded.

3.3 Beta Systems is not liable for any damages arising from the use of Open Source software, this is also true, if Beta Systems delivered the Open Source Software or indicated the necessity of the use of the Open Source Software in the documentation. The liability for open source software is not excluded if it is required by law.

4. Duties of the customer

4.1 The 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. Providing software access in accordance with paragraph 1.3 is excluded from the limitations of transferring the software to a third party.

4.1. The Customer is not permitted to translate, disassemble, decompile or modify the software without Beta Systems prior written approval.

4.2. A decompilation of the program code into another form or the reverse engineering is not permitted.

4.3. The 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.

4.4. The Customer acknowledges the above listed conditions. The Customer agrees to pay a penalty in the amount of the license fee for the respective software multiplied by five for any case of a violation. The proof of a lower damage or no damage by the customer or the proof of a higher damage by Beta Systems is possible.

5. Other Conditions

In addition, the regulations of the General Part of the General Terms and Conditions of Beta Systems IAM Software AG (Version 07/2011) shall apply.