

Smart Password Reset

Terms of Use (Free Software)

of

Beta Systems Software Group Companies
(hereinafter „Beta Systems“)

1. General

These Terms of Use apply solely to companies, legal entities under public law or special funds under public law in terms of § 310 paragraph 1 BGB (hereinafter referred to as "Customer").

The Beta Systems Product "Garancy Password Reset" (hereinafter "Software") is made available to the customer by Beta Systems on loan in accordance with §§ 598ff. BGB for use.

The usage of the Software is subject to these Terms of Use. **By starting the installation of the Software the Customer confirms the knowledge of these terms, accepts these and agrees to comply with these terms.** If Customer cannot accept these terms, he may not install the Software.

2. Granting of Use Rights

- (I) Beta Systems shall licence to the Customer the Software in the object code and including operating instruction with the functionality described in the operating instructions. Beta Systems shall grant the Customer a temporally limited, simple, non-exclusive and non-transferable right of use ("licence") for the Programs in accordance with the rental period in Clause 3 and in accordance with these terms and conditions.
- (II) Customer is obligated to use the Program for its own purposes.
- (III) The license keys that are required for running the Software are hardware related.
- (IV) Customer is not permitted to:
 - a. make copies - with the exception of a back up copy - of the Software;
 - b. modify the Software
 - c. decompile or disassemble the software or any other form of reverse engineering
 - d. access the source code of the Software
 - e. make the Software available to any third party
 - f. delete or modify of copyrights or trademarks of Beta Systems.
- (V) During the free loan period, the Customer is entitled to access the Hotline of Beta Systems:

European customer: Mo. – Fr. between 8:00 a.m. and 6:00 p.m. (CET)

American customer: Mo. – Fr. between 9:00 a.m. and 6:00 p.m. (EST)

3. Free Loan Period

- (I) The free loan period begins on the day the key and/or the Software or the download link for the Software is received by the Customer (the later date of the two is relevant). The free loan period ends with expiration of the key, latest on 31.12.2020.
- (II) After the free loan period has expired, the Software shall be de-installed by the Customer and the Customer must promptly delete all copies of the Software.

4. Compensation

- (I) Providing the Software on loan and the services defined in Clause 2 (V) shall be free of charge.
- (II) All maintenance, support, and other services provided in connection with the Software, which exceed the services specified in Clause 2 are subject to a separate agreement.

5. Warranty

Customer shall only be entitled to warranty claims against Beta Systems (a) in the event that Beta Systems maliciously concealed a software defect or (b) in case of defects in relation to which a guarantee of quality or durability has been provided by Beta Systems.

6. Liability

- (I) Beta Systems shall only be subject to liability in case of malintent or gross negligence. In these events, Beta Systems is also liable for its legal representatives and agents.
- (II) Beta Systems shall not be liable for damages caused by a violation against Clause 2 (IV).
- (III) The aforementioned provisions apply also in favour of employees of Beta Systems.

7. Confidentiality

The contracting parties mutually undertake to treat all information acquired within the framework of this contract and its execution, whether relating to internal interests of the other party or to the subject matter of the contract itself, as confidential. The parties shall also impart confidential information to their employees, representatives and appointees only to the extent that this is required for the performance of this contract. The contracting parties shall furthermore oblige their employees, representatives and appointees to treat such information relating to internal matters of the other party and to the subject matter of the contract itself in each case as confidential.

8. Rights of Third Parties

If in connection with the use of the Software a third party raises any claims against the Customer for violations of copyrights, any violations of other industrial property rights or claims of competitive nature then the Customer must promptly notify Beta Systems and in agreement with Beta Systems, the Customer must oppose such claims out of court and in court. Beta Systems will support the Customer to the best of its abilities in defending such claims.

9. Other

- (I) If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The same shall apply if this Agreement contains any omissions.
- (II) For all disputes arising from – or in connection with – these terms, the laws of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The exclusive jurisdiction for any disputes arising from or in connection with this agreement shall be with the courts in Berlin.