

Special Part

Software License for Temporary Use (Rental)

1. Scope of License

- 1.1 The exact scope and type of license are subject to the Individual Agreement. Beta Systems DCI grants Customer, if not agreed otherwise, a temporary, non-exclusive and non-transferable right to use the Software.
- 1.2 Customer has the right to make one back-up copy of the Software delivered by Beta Systems DCI. This back-up copy shall be marked as such and shall include the copyright notice "Beta Systems DCI", the name of the Software and the version number. Further copies are not permitted.
- 1.3 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 licensed according to the Individual Agreement. The license keys that are required for running the Software are hardware related.
- 1.4 The appropriate relevant MIPS/MSU values are calculated based on the current publications of the Watson & Walker Group. The values of a different group, comparable to the Watson & Walker Group, will be used if the publication is not available.
- 1.5 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.
- 1.6 If the Individual Agreement allows use of the Software by Customer's affiliated companies, Customer shall ensure that affiliated company observes these terms and conditions. Customer shall be held responsible for a possible breach by its affiliated company.
- 1.7 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.

2. Third-party Software

All Third-Party Software is listed in the Software Documentation. If the Third-Party Software is subject to the third party's own software conditions, the licence conditions of the third party are attached to the Software Documentation. At Customer's request, Beta Systems DCI shall make this information available to the Customer (also before conclusion of the Individual Agreement). For this Third-Party Software as well as for its successor versions which are distributed by Beta Systems DCI the licence conditions of the third party apply, alternatively and in addition the licence conditions of Beta Systems DCI and possible other provisions 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.

3. Open Source Software

For Open Source Software the license terms of the rights owner shall apply exclusively. The Customer may use the Open Source Software in accordance with the intended use of the Software. The Customer may acquire further rights of use directly from the respective rights owner, provided that he concludes licence agreements with the latter under the respective terms and conditions applicable thereto.

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 contract 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 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 must cooperate reasonably with Beta Systems DCI in the conduct of audits and shall, 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 it becomes apparent that Customer has exceeded the agreed usage 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

- 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. Furthermore, the Customer is entitled to process the components of the software linked to program libraries licensed under the GNU Lesser General Public License 2.1 (LGPL 2.1) for the Customer's internal use and to analyse and reengineer them for this purpose. The Customer has the right to analyse and reengineer components of the Software that are linked to program libraries licensed under the GNU Lesser General Public License 3 (LGPL 3) in order to process the program libraries licensed under the LGPL 3 and to be able to correct errors in the proprietary components. The disclosure of the information and knowledge obtained through the above actions and the edited proprietary components is not permitted.
- 5.3 Customer has the obligation to prevent unauthorized access of third parties to the Software or to the 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 above listed conditions. Beta Systems DCI reserves its statutory rights, especially the right to claim damages.

6. Services provided by Beta Systems DCI

- 6.1 Beta Systems DCI will during the course of the Individual Agreement maintain the Software in the contractually agreed state of use, i.e. the usability of the Software in accordance with the Product Documentation and – if applicable – the specification shall be ensured.
- 6.2 Additional details to services and duties of Beta Systems DCI are governed by the Special Part of the Terms and Conditions of Beta Systems DCI for Software Maintenance, Version 05/2021 (section 1.1 to section 1.3, 2.1 to 2.8, 3.1 to 3.6 as well as section 7).

7. Warranty/Defects

The provisions of section 6.1 to section 6.7. as well as section 6.9 and section 6.11 of the General Part of the General Terms and Conditions of Beta Systems DCI (version 05/2021) shall apply. The right to terminate the Individual Agreement for just cause replaces the right to rescind the contract.

8. Liability

- 8.1 The no-fault liability as provided in the German Civil Code (BGB), section 536a for defects that existed at the time of contract execution is excluded.
- 8.2 Furthermore, the provisions of section 8. of the General Part of the General Terms and Conditions of Beta Systems DCI (version 05/2021) shall apply.

9. Term and termination

- 9.1 The term is specified in the Individual Agreement.
- 9.2 Either party may terminate the Individual Agreement during the rental period for cause. In particular, Beta Systems DCI reserves the right to terminate for cause where Customer (i) does not fulfil its payment obligations within a reasonable time limit or (ii) is in breach of licensing terms.
- 9.3 Notice of termination has to be given in written form.
- 9.4 Customer's right to terminate in accordance with section 543 paragraph (2) No. 1 of the German Civil Code (BGB) shall only be applicable in case of major defects and only if Beta Systems DCI fails to rectify these defects after Customer has set a reasonable time limit and given a respective written notice.
- 9.5 Upon termination of the license hereunder Customer shall immediately cease use of the contractual Software and shall irretrievably destroy or - upon Beta Systems DCI's request - deliver to Beta Systems DCI all copies of the contractual Software, except to the extent it is legally required to keep it for a longer period. In this case such return or destruction shall take place at the end of such period. Upon Beta Systems DCI's request, Customer shall certify to Beta Systems DCI in writing that it has fulfilled its obligations under this section.

10. Fees

Fees (and VAT) are subject to the Individual Agreement.

11. Final provisions

In addition, the provisions of the General Part of the General Terms and Conditions of Beta Systems DCI Software AG (version 05/2021) shall apply.