

1. Application to SaaS services

These Conditions of Use shall not apply, however, for the transfer of software for use via the Internet; this shall be regulated by the conditions of use under 'Matrix42 General Terms and Conditions of Business for Software as a Service' (T&C SaaS).

2. Application to procured licences of third-parties

These Conditions of Use shall not apply to the procurement of licences for software produced by third-party companies; this shall be regulated by the conditions of use of the respective copyright owner.

3. Definitions / LICENCE METRICS

'Device' shall be each computing device used to collect, process or display digitalised information that, regardless of who owns the device, exists within the field of activity of the customer and for which an active administrative record exists in the Matrix42 software. It is irrelevant whether a computing device is operated in a virtualised environment. Examples of devices: server, desktop computers, notebooks, thin clients, tablets, smartphones, handheld devices. Infrastructure devices (such as a network printer, router, bridge or hub), peripheral devices (such as a monitor, desktop printer or mobile storage device) and other IT objects (such as a SIM card or universal asset) shall not be considered computing devices.

'Mobile terminal device' shall be each device that can be used while walking or standing without strenuous physical exertion due to its weight and size and therefore collect and display digitalised information that, regardless of who owns it, exists within the field of activity of the customer and for which an active administrative record exists in the Matrix42 software. Examples of mobile terminal devices: tablets, smartphones, handheld devices.

'User' shall be every natural person, regardless of the legal relationship to the customer, for which an active administrative record exists in the Matrix42 software.

4. Rights of use to the Matrix42 software

4.1 The customer shall be granted a single, non-transferable licence, unlimited in terms of space, to use the software solely for its own business purposes on the number of devices (rights of use per device) specified in the invoice and/or service licence or for the number of users (rights of use per user) specified therein in the manner described below. This right shall in the case of a software purchase be unlimited in terms of time and, in the case of a software lease, be limited in terms of time to the contract term specified in the invoice and/or service licence.

4.2. The customer shall be allowed to reproduce the software if the respective reproduction is necessary for the use of the software. Necessary reproductions shall include the installation of the program from the original data media into the bulk memory of the hardware, loading the program into the main memory, running the software and the production of a reasonable number of back-up copies. The customer shall mark every back-up copy with the following: Copyright by Matrix42.

4.3 The customer may decompile the software into other code forms or reverse engineer it, if this is absolutely necessary for the creation, maintenance or operation of an independently created interoperable program and the information necessary to achieve interoperability has not yet been published.

4.4 Commercially operating third parties may be engaged to perform the procedures pursuant to section 4.3 of these Conditions of Use, if Matrix42 itself does not perform the desired changes to the program for a reasonable fee. Matrix42 shall be granted a reasonable time to assess the acceptance of the assignment and shall be notified of the name of the third party that the customer would engage for the procedures pursuant to section 3.3.

4.5. A simultaneous use of the software for more than the agreed number of managed devices or users – and/or in the case of a software lease beyond the term of the lease – is an overuse of the software in breach of the contract. In the case of an overuse, the customer shall notify its contracting partner immediately in writing. The customer shall pay additional remuneration to Matrix42 for the overuse. The

amount of remuneration is based on the MATRIX42 price list valid at the time the overuse becomes known. Additional claims by Matrix42 shall remain unaffected.

5. Copyright notices

The customer acknowledges that the software and the user manual are protected by copyright. Copyright notices, serial numbers and other markings used to identify the software must not be removed or altered by the customer.

The customer shall be obliged to take appropriate measures to prevent third parties from gaining unauthorised access to the software. The original disks supplied and the back-up copies, licence keys and licence certificates shall be stored in a secured location to protect against unauthorised access by third parties. The employees of the customer shall be expressly instructed to observe these contractual conditions as well as the provisions of German copyright legislation.

6. Technical protective measures

Matrix42 shall be entitled to take appropriate technical measures to protect against a non-conforming use of the software. It may be necessary to activate a licence key before using the software. The use of the Software on an alternate or subsequent configuration of the customer may not be significantly affected by this.

The customer shall be obliged to treat the licence key as confidential and store it in a secured location to protect against unauthorised access by third parties. The customer is not entitled to disclose the licence key to third parties during the term of this agreement or after the end of this agreement.

Any removal of copy protection or similar protective routine measures by the customer shall only be permitted where these protective measures compromise or prevent faultless operation of the software. The customer shall bear the burden of proof for demonstrating the compromised or prevented faultless operation due to the protective measures.

7. Resale of the software

The software may be resold or given to third parties only as a whole in the purchased usage type; a distribution of the devices or users to different purchasers shall, in particular, not be allowed. This shall apply also if over the course of the business relationship the customer has purchased, for example, additional rights for 100 users for the respective usage type for 100 users. In this case also, only a total resale shall be permitted. A resale or transfer shall also be subject to the purchaser expressly consenting to these Conditions of Use and the customer showing evidence to Matrix42, for example, by means of a notarial deed, that it has deleted the software on its servers/computers and transferred all back-up copies to the purchaser.

8. Transfer of the software to third parties

If the software has been purchased and not leased, the customer may transfer the software and user manual to third parties temporarily, only if this is part of a service provided by the third party for the customer and the third party declares its agreement to the continued application of these Conditions of Use and the customer transfers all program copies, including any possible back-up copies made, or destroys the copies not handed over. For the period of the transfer of the software to third party, the customer shall have no right to use the software. In the case of a software lease, transfer to third-parties shall not be permitted.