

LICENSE CONDITIONS

The licensee is a company which has acquired software and accompanying user documentation from menten GmbH (hereinafter referred to as menten) for in-house purposes. These license conditions apply as supplementary to menten GmbH's General Terms and Conditions.

1. Object of the Agreement

The object of these license conditions comprises the computer program recorded on the data storage device, including the program description, user instructions and other accompanying written material, hereinafter collectively referred to as "software including written material".

2. Scope of Use

menten grants the licensee, for an unlimited period of time, the basic and non-transferable right (hereinafter referred to as the "license") to use the accompanying copy of the software on a single IBM i partition determined by the contractual partners. Approved use of the software encompasses installation, loading into the internal memory and intended use on this partition by the licensee. The acquired license explicitly does not entitle the licensee to install the software on another and/or second IBM i partition and/or to use the software on a partition whose accompanying physical unit containing the software (hereinafter referred to as the "system unit") is not the property of the licensee.

The switch to another IBM i partition and/or a partition whose accompanying system unit is not the property of the licensee is only permitted with prior written notification and approval by menten. Any such approval granted by menten may incur costs. Change of the serial number/partition number is free of charge provided that a software maintenance agreement has been concluded for the partition in question and the current fees have been paid since acquisition of the right of use. Software for which the corresponding maintenance fees have been paid will be transferred to new partitions free of charge under the conditions of this agreement provided that their accompanying system unit is the property of the licensee. In addition, menten's conditions for license changes (see form) must be satisfied.

menten grants the right to install the software on a single back-up partition. A back-up license always requires exactly one assigned primary license. Right of use for the back-up license only exists if the partition registered as the production computer is down, and this is limited to the period of downtime. Simultaneous use on both partitions is not permitted. Permanent license keys for the back-up partition are only issued if a software maintenance agreement has been concluded for the primary and back-up partition. If a maintenance agreement has been concluded for the software used on the primary partition then a maintenance agreement must also be concluded for the software stored on the back-up partition.

If no maintenance agreement exists for the software used on the primary partition then only temporary license keys will be issued for the software stored on the back-up partition (only upon

request and for a duration of 30 days).

Creation of a single back-up copy of the software is permitted. This may not be installed or used simultaneously with the purchased copy.

Use of the software including written material is exclusively permitted for the licensee's in-house purposes.

3. Exclusion of Use

The licensee is explicitly prohibited:

a) to use the software on any system unit which is the property of a third party, to provide the software or otherwise make it available to any third party, to make it publicly accessible or to sub-license it.

b) to make the software available on a server to any third party in the framework of paid and/or unpaid leasing (e.g. as part of ASP or SAAS use).

c) to alter, reverse engineer, translate, decompile or disassemble the software or to engage in any other form of reverse engineering.

d) to produce any works derived from the software or to reproduce the written material.

e) to translate or alter the written material or to produce written works derived from this.

f) to remove or change the existing copyright notice or the serial numbers contained in the software.

g) to copy or otherwise reproduce the software including written material in whole or in part, whether in original or altered form or in a form combined with other software or included with other software.

4. Ownership of Rights

By acquiring the software you only receive ownership of the physical data storage device on which the software is recorded, as well as the printed written material. No acquisition of rights to the software or to the contents of the written material itself is associated with this beyond the conditions stated in section 2. menten explicitly reserves the right of reproduction, editing and any other exploitation of the software and written material.

5. Warranty

Please note that it is not possible to produce computer software which functions free from error in all applications and combinations.

The warranty therefore explicitly excludes any functional impairments associated with components which are not IBM i components, resulting from conflicts with other programs, user errors, improper handling or contractually prohibited use. If you make any changes to the software, any warranty for the altered software is excluded. This exclusion of warranty naturally does not apply to capabilities and features of the software which are expressly indicated in product descriptions. On this basis, the provisions of §9 of menten's

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for menten GmbH standard software

The license conditions are part of the order forms for menten GmbH standard software.

By ordering menten GmbH standard software you acknowledge these license conditions.

Dated: 19.06.2017



menten GmbH

📍 An der Gohrsmühle 25
51465 Bergisch Gladbach
Germany

☎ +49 2202 - 2399 - 0
📠 +49 2202 - 2399 - 23
✉ ILN 45 99901 544994

✉ info@menten.com
🌐 www.menten.com

👤 Managing Director: Ralph Menten
Local court Cologne: HRB 47762

General Terms and Conditions apply to menten's warranty for defects.

Creation of a single back-up copy of the software is permitted. Neither the copyright notice contained in the software nor the serial number recorded in the software may be removed. It is expressly prohibited to copy or otherwise reproduce the software including written material in whole or in part, whether in original or altered form or in a form combined with other software or included with other software.

The following applies to pre-release and beta versions of software:

Such versions are not to be regarded as menten's final product. In particular, errors, malfunctions and other problems may arise, which can lead to a system or hardware crash or error as well as to data loss. A warranty for defects on pre-release or beta versions of software is therefore excluded. At menten's request, such software versions are to be completely deleted, and data storage devices and written material are to be destroyed or returned to menten. menten may request this particularly when the finished full version of the corresponding software is available.

6. Transfer of Right of Use

The right to use the software which has been granted may only be transferred to a third party with prior written approval by menten and only under the conditions of this agreement. It is expressly prohibited to give the software away, to lease it and/or to loan it.

7. Duration of the Agreement

The agreement is not subject to a time limit. The licensee's right to use a software module automatically ceases when he or she begins use of a new version of the originally acquired software module.

Upon termination of the right of use, the licensee is obligated to destroy or return to menten the original data storage devices and all copies of the software including any altered versions, as well as the written material.

8. Liability

We bear liability for any violation of contractual and non-contractual obligations pursuant to the applicable legal provisions.

We are liable for indemnity – on whatever legal grounds – for malicious intent and gross negligence. For ordinary negligence we are only liable:

- for damages arising from injury to life, limb or health,
- for damages arising from violation of an essential contractual obligation (an obligation whose

fulfillment is a fundamental prerequisite for the proper implementation of the contract and compliance with which the contractual party relies and may rely upon as a matter of course); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.

The client is liable for any violation of these licence conditions pursuant to the legal provisions.

9. Updates and Upgrades

menten is entitled to update the software for elimination of errors and to upgrade the software at its discretion. menten is not obligated to provide program upgrades to licensees who have not concluded a software maintenance agreement with menten.

Licensees are generally offered updates and upgrades for download from menten's website.

If menten offers an update or upgrade to a licensee who uses legitimately acquired and licensed software then these license conditions also apply to such updates and upgrades as well as any written material supplied.

10. Data processing for product maintenance and statistical purposes

For product maintenance and improvement, menten collects the following data with the licensee using the software „WebControl“: WebControl version, i-effect version, IBM i serial- partition- and OS-version, ZendServer version, Zend Framework version, browser version and browser resolution and processes them exclusively for the purpose stated and for statistical purposes. No personal data will be collected or processed and the data will not be passed on to third parties.

11. Severability, Jurisdiction and Choice of Law

Should the present licence conditions be partially invalid, the remaining license conditions shall remain unaffected. In order to replace the invalid provision, the parties are obligated to agree on a legally valid provision that the parties would have agreed upon in accordance with the economic intention and purpose of the provision had they been aware of such invalidity. The same applies to loopholes in the provisions.

Cologne is the place of jurisdiction (international or otherwise) for all legal disputes arising from the contractual relationship and pertaining to its formation and validity, as well as those arising directly therefrom. These license conditions and all legal relations between menten and the client are subject to German law, to the exclusion of the UN Convention on the International Sale of Goods and the conflict of law regulations. Place of jurisdiction is Cologne (Germany).

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👤 Managing Director: Ralph Menten
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We hereby declare that we agree to the license conditions.