

## i-doit<sub>pro</sub> Licence Subscription terms

August 2011  
Version 1.20

### Article 1 Definitions

"*Software*": the (i) software files of the i-doit product range, (ii) the corresponding documentation as well as (iii) all updates, upgrades and supplements for them.

"*Software core*": all files which are saved by the installation routine of the software in the "i-doit" program directory (or in the main directory stipulated by the user during installation) and their subdirectories.

"*Client*": a closed unit regarding the organisation and data technology within the system with separate master records and an independent set of tables/views which is controlled and monitored with parameters.

"*Instance*": refers to the operation of i-doit software on a single suitable computer system. It is irrelevant here whether the software is used on a virtual or a physical system. Use on a system network (cluster) defined as an instance is permissible as long as this network outwardly constitutes a singular system.

"*Affiliated companies*": affiliated companies according to Articles 15 ff. of the German Stock Corporation Act (AktG).

"*Subscription*": annual fee for the right of use, calculated based on the number of objects.

"*synetics*": synetics Gesellschaft für Systemintegration mbH, Humboldtstraße 101, 40237 Düsseldorf, Federal Republic of Germany; licensor and originator.

"*User*": user/buyer of the i-doit subscription according to the order form.

"*Order form*": basis for the conclusion of this user and license agreement. Contains information about the buyer, quantity and time period of the subscription.

### Article 2 Copyright

The *software* is protected by copyright. *synetics* reserves all rights to the *software* not expressly granted to the *user* in this agreement.

### Article 3 Licence

Following payment of the subscription fee, *synetics* grants the *user* the non-exclusive, time-restricted right to use the *software* for its business purposes as well as those of its *affiliated companies*. The *user* is authorised to make an appropriate number of backup copies of the *software*, provided that these copies are not installed on systems.

### Article 4 Rights and restrictions

- (1) The use of the *software* is limited to one (1) *instance*.
- (2) The *user* is granted the right to change the *software core* and create adaptations based on the *software*.
- (3) A valid subscription agreement is the prerequisite for using the *software*.
- (4) The *software* contains software products from external manufacturers. Additional licensing conditions apply for these external products (see <http://www.i-doit.com/ressourcen/lizenzen-andere/>)

## i-doit<sub>pro</sub> Licence Subscription terms

- (5) Each copy of the *software* permissible in accordance with this licence must bear the *synetics* copyright and other proprietary notices which are present on or in the licensed *software*.
- (6) The *user* may not rent, lend, sublicense or transfer the *software* to third parties. However, the *user* may transfer this licence to *affiliated companies* and sublicense the *software* to *affiliated companies*, although the total number of permissible *instances* may not be exceeded, even in case of sublicensing.
- (7) *Software* ceded for testing or demonstration purposes ("test software") may not be used in productive systems.
- (8) The *software* may only be used in accordance with the applicable statutory regulations. In particular, personal data may only be collected, used and processed in line with the valid data protection provisions.

### Article 5 Termination

- (1) *synetics* is entitled to terminate this agreement if the *user* does not fulfil these conditions in Article 4 in whole or in part, and if the *user* does not remedy this breach of contract within ten (10) days of receipt of an accordant notification from *synetics* describing the breach of contract.
- (2) Claims for compensation from *synetics* remain reserved.

### Article 6 Rights in case of defects

- (1) *synetics* provides the user with the *software* free from material defects and defects of title. Faults which only result in a minor reduction in the *software's* usability shall not be taken into account. Functional impairments resulting from the hardware and software environment provided by the *user*, or from incorrect operation, external defective data, disturbances in computer networks or other reasons resulting from the customer's area of risk, shall not be considered defects.
- (2) *synetics* does not provide a warranty for *software* which has been altered by the *user*, unless the *user* proves that the change was not the cause of the defect reported.
- (3) *synetics* provides a warranty in cases of material defect by performing subsequent fulfilment, namely with *synetics'* choice of debugging or replacement delivery. In particular, subsequent fulfilment can be executed by providing a new program version or by *synetics* demonstrating possibilities to prevent the repercussions of the defect. A new program version must also be adopted by the *user* if the resulting adjustments required from the *user* are deemed acceptable.
- (4) The contractual quality of the *software* is also determined by the specifications for documentation in the version valid when this licensing agreement is concluded.
- (5) The statute of limitations is 12 months after the delivery of the *software* (provision for downloading).
- (6) Test software is provided with the exclusion of all rights in case of defects.

## Article 7 Testing and information

- (1) The *software* contains an object counter. As part of the subscription, the *user* commits to reporting this data (manually) to *synetics* once per half-year.
- (2) *synetics* reserves the right to carry out testing subsequently at the *user's* location to determine whether a sufficiently dimensioned subscription has been concluded.

## Article 8 Liability

- (1) Regardless of the legal basis, *synetics* is liable for damages caused by a culpable breach of a significant contractual obligation within *synetics'* control in such a way which jeopardises the fulfilment of the purpose of the contract. Liability is restricted to the typical damage which the *user* must anticipate occurring based on the circumstances of which the *user* is aware when the agreement is concluded. Under no circumstances, however, can the liability exceed the amount of the subscription price. Liability for lost profit, lost savings and indirect and consequential damages is excluded.
- (2) The liability restrictions listed in Paragraph (1) do not apply to damage due to intent, gross negligence or a lack of guaranteed features, nor do they apply to possible claims due to the product liability act.

## Article 9 Place of performance and jurisdiction

- (1) The place of performance of the services by *synetics* is Düsseldorf, Germany.
- (2) Düsseldorf, Germany, has jurisdiction for all disputes resulting from or in connection with this agreement.

## Article 10 Choice of law

The claims from the agreement or in connection with the fulfilment of the agreement shall be governed by the laws of the Federal Republic of Germany.

## Article 11 Final provisions

- (1) Modifications, amendments and ancillary agreements must be in writing.
- (2) The effectiveness of the entire agreement shall remain unaffected by the invalidity of individual provisions. A substitute stipulation which comes as close as possible to the intended purpose of the ineffective provision shall take the place of the ineffective provision.
- (3) The German version is binding for the interpretation of this licensing agreement.