

# Rental Licence i-doit

## 1. General

- 1.1. synetics:** We are a company active in the IT sector, specialising in documentation and CMDB solutions for IT departments. We offer our customers fixed-term licences for our i-doit software portfolio. In the following, “i-doit software” denotes all software files in the i-doit product portfolio as well as all associated Add-ons, the software enhancements developed by synetics itself, each in their most recent version. “i-doit software” does not include Add-ons developed and offered by third parties.
- 1.2. Sales portal:** In addition, on *i-doit.com*, we operate the i-doit marketplace, an electronic sales portal through which we offer rights of use for our i-doit software and for third-party Add-ons, software enhancements developed by third parties with whom we cooperate.
- 1.3. Terms and Conditions for commercial transactions:** The following Terms and Conditions exclusively govern all contractual relationships between us and our customers for all deliveries and services, including advisory services and other ancillary services, as well as the contractual relationships between third-party suppliers and customers, where the contract was concluded via the sales portal. Customers are exclusively entrepreneurs (within the meaning of § 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*)). These Terms and Conditions form part of all contracts concluded with customers for future supplies and services, whether they are offered via our sales platform or elsewhere, even if they are the subject of a further separate agreement. Terms of business or terms of purchase of customers or third parties do not apply – subject to Clause 4.2 – even if we do not expressly object to their validity in any individual case. The following Terms and Conditions also apply to business dealings with our resellers and partners, with which we have a corresponding framework agreement in place.
- 1.4. Amendments to agreements:** Additions and amendments to the relevant agreements, including to these Terms and Conditions, must be in writing to be valid. With the exception of directors and authorised officers (*Prokuristen*), our employees do not have the power to verbally agree to any deviations from written agreements.

Transmission by telecommunications, in particular fax or email, will suffice to comply with the written form requirement providing the signed copy of the declaration is transmitted.

## 2. i-doit marketplace sales platform

- 2.1. **Only entrepreneurs are entitled to use the platform:** The offerings on our sales platform are intended exclusively for entrepreneurs and not consumers (within the meaning of §§ 13 and 14 of the Civil Code). The customer confirms that by using the platform it is acting as a natural or legal person or a partnership with legal personality in the exercise of their trade, business or profession and has the legal capacity to use the platform.
- 2.2. **Free use:** We provide the sales platform free of charge. There is no right to use the platform. The sales platform is designed to provide customers with product information and allow them to acquire rights of use to the software and third-party Add-ons in exchange for a fee.
- 2.3. **Administration:** We expressly reserve all rights to the sales platform and its elements. We have the right to remove offers from the sales platform at any time, in particular where a third-party offer violates applicable laws, common decency or the rights of third parties. We have no obligation to remove any offer unless this obligation is based in law.
- 2.4. **No assessment of third-party offers:** We are not obliged to assess any third-party Add-ons offered via our sales platform, especially not with respect to their functionality, the existence of the properties claimed, whether the Add-on works with our i-doit software or whether there is a possible infringement of third-party rights.
- 2.5. **Non-binding offer:** All offers made via the sales platform are non-binding unless they are expressly marked as binding or have a specific term of acceptance. Customer orders can be accepted within 14 days of receipt.

### 3. Licenced product: i-doit software

- 3.1. **synetics is contracting partner:** synetics Gesellschaft für Systemintegration mbH (“synetics”) is the sole contracting partner of the customer for the i-doit software.
- 3.2. **Temporary right of use:** With payment in full, the customer acquires a non-exclusive right to use our i-doit software for the agreed term and to the extent set out in these Terms and Conditions. We will provide the latest version of the i-doit software in accordance with the product specifications. We shall not be liable for ensuring that the software has any level of quality beyond that set out in the specifications, nor does such an obligation arise from any description of the i-doit software other than the description in the documentation, in particular, an obligation shall not arise from any public statements. We only have an obligation to provide a level of quality above that which is specified in the documentation where this is expressly confirmed in writing. Installation and configuration services are not covered by this licence but can be agreed separately.
- 3.3. **Provision for download:** We will provide the customer with the i-doit software via download.
- 3.4. **Included third-party products:** The i-doit software can contain products from third-party developers. The licence provisions and/or the general terms & conditions available from the third-party’s website apply to these third-party products.
- 3.5. **Intellectual property rights:** All rights to the i-doit software, in particular the copyright, rights to inventions and other intellectual property rights belong exclusively to synetics unless these Terms and Conditions provide otherwise. This applies also to all other materials, documents and information made available to the customer within the framework of contractual negotiations and/or the implementation of the Agreement.

### 4. Licenced product: Third-party Add-ons

- 4.1. **Third party is contracting party:** The third-party provider is the exclusive contracting party of the customer with respect to any Add-ons or software additions offered via our sales platform which were developed by third-party suppliers.

- 4.2. Validity of these Terms and Conditions:** The contractual relationship between the third-party supplier and the customer is based on these Terms and Conditions, which shall apply *mutatis mutandis* to the third-party supplier as the seller. These Terms and Conditions shall not apply where the third-party supplier has specified other contractual conditions for its offer on the sales platform.

## 5. Rights of the customer to the i-doit software

- 5.1. Licence:** We grant the customer the right, per licence, to install and run only one instance of the i-doit software on its computer system for use in accordance with all provisions of these Terms and Conditions. "Instance" means the operation of the i-doit software on a single, suitable computer system; in this respect, it is irrelevant whether the i-doit software is used on a virtual or physical system; the use on an integrated network (cluster) is also permitted as an "instance" providing this cluster functions outwardly as a single system. In principle, each licence covers one tenant. "Tenant" indicates an organisationally and technically self-contained unit within an instance and which has its own separate master records and an independent set of tables/views which are managed and controlled via parameter. The permitted use of the i-doit software covers installation, the loading of the software to the main memory and use by the customer in accordance with these provisions. The software may only be used in compliance with the applicable legal provisions, in particular, personal information may only be collected, used and processed in accordance with the applicable data protection provisions. The customer may only use the software for the purposes of its own purposes and not on behalf of third parties.
- 5.2. Multi-tenant scenario:** If multiple tenants are established for one instance, a separate tenant licence will be necessary for each additional tenant for an additional fee. Without an additional tenant licence, each object package booked may only be used for one tenant. A tenant licence also entitles the holder to (i) set up an additional tenant and (ii) split each object package between all of the acquired tenants. The maximum number of objects that may be maintained per tenant will directly depend on the number and volume of object packages acquired. "Object" denotes an asset or configuration item (CI), such as a server, router, client PC, agreement, cable, application or licence.
- 5.3. Transfer of usage rights for resellers only:** The customer may only transfer their usage rights for the i-doit software to third parties if they have previously established a partner agreement with synetics as a "reseller".
- 5.4. Reseller:** Resellers act as synetics partners on the basis of a partner agreement and sell products from the i-doit software portfolio as specialist dealers to end users. Our resellers are permitted to transfer licences to end users by handing over the documentation and to grant this end user a non-exclusive right to use the i-doit software for the duration of the licence term. Resellers are also permitted to use the

i-doit software on behalf of third parties.

- 5.5. Transfer through resellers:** A “reseller” sells the i-doit software to end-users as a specialist retailer on the basis of a framework agreement. Our resellers may transfer each licence to a maximum of one end-user by transferring the documentation and may grant this end-user a non-exclusive right of use for the i-doit software for the term of the licence. When making a permissible transfer of licences to third parties, the reseller must (i) ensure that the end-user uses the i-doit software on only one instance per licence, and (ii) expressly agree with the third party that the latter will comply with these Terms and Conditions. In particular, the reseller must require that the third party agrees to directly accept and uphold all of the duties of the customer arising under these Terms and Conditions. Upon making the permissible transfer of the licence to the third party, the reseller shall no longer have any rights under the licence. The reseller must delete the i-doit software it has installed on the basis of the reseller licence unless it is legally obligated to retain the software for a longer period.
- 5.6. Copies:** The customer may create a backup of the i-doit software if this is necessary to safeguard the future use of the i-doit software. The customer must clearly label the backup copy as a “backup copy” and indicate synetics’ copyright on the copy. The customer may only decompile or copy the i-doit software to the extent that this is provided by law. This will only apply where we have not made the necessary information available to the customer within a suitable period after the receipt of a written request.
- 5.7. Amendments by synetics:** If the licenced i-doit software is replaced, such as through updates or maintenance, all of the rights of the customer in connection with the replaced i-doit software will expire as soon as the customer uses the new i-doit software. The customer shall be granted the same rights to the updated, upgraded or newly created i-doit software as it had to the original software.
- 5.8. Adaptions made by customers:** Customers may only make amendments to the i-doit software within the meaning of § 69c No. 2 of the Copyright Act (*Gesetz über Urheberrecht und verwandte Schutzrechte, UrhG*), in particular, they may only make modifications or enhancements to the extent that we expressly permit such amendments to be made or they are expressly permitted by statute. We note that even minor amendments can lead to significant, unforeseen errors when running the i-doit software and other programmes. synetics shall cease to be liable at all for the i-doit software as soon as the customer makes any unauthorised modifications or enhancements without the written permission of synetics.
- 5.9. Other:** Software provided only for test or demonstration purposes may not be used in a productive system or passed on to a third party.

## 6. Licence fee, terms of payment

- 6.1. Licence fee:** The customer must pay the licence fee in advance in accordance with the agreement reached for the use of the i-doit software. The licence fee is calculated on a monthly basis and is based on the current price list for the specific licence purchased by the customer. Until the licence fee is paid in full, synetics retains the title to all data carriers and documentation provided to the customer. In the case of an extension of the term of the licence, the subsequent licence will only be provided once the customer has paid the agreed licence fee.
- 6.2. Date payable:** The licence fee is due in advance of the agreed period, at the latest three (3) working days after the conclusion of the Licence Agreement. Default interest will be charged at a rate of eight per cent (8%) above the applicable base interest rate.
- 6.3. Paying agent for third-party suppliers:** Through our sales platform, we invoice and collect the licence fee for usage rights acquired from third parties solely in the name and on the account of the third-party supplier. We merely have the function of a paying agent. Once we receive payment, the fee due to third-party suppliers shall be considered paid.
- 6.4. Payment of additional services and uses:** Customers can book additional services in connection with the software via i-doit Basic or i-doit Advanced Support on the support terms. Additional services within the framework of i-doit Basic or i-doit Advanced Support offers will be invoiced separately, and, once the services have been rendered, payment shall be due within the number of working days indicated in the offer. If the customer uses the i-doit software in a manner that qualitatively (with respect to the type of permitted use) or quantitatively (with respect to the number of licences acquired) exceeds the acquired rights of use, we are entitled to retrospectively invoice the customer an appropriate licence fee for the excessive use. We reserve the right to claim damages and to issue a notice of extraordinary termination.
- 6.5. Net prices and fees:** All prices and fees are net, i.e., any applicable value-added tax is excluded.
- 6.6. Other:** The customer can only offset claims that have been acknowledged by us or established with legal effect. Apart from any claims under § 354a of the Commercial Code (*Handelsgesetzbuch, HGB*), the customer can only assign claims under this Agreement to a third party with our prior written consent. The customer will only be entitled to claim a right of retention or non-fulfilment of the contract from within this contractual relationship.

## 7. Obligations on the customer to cooperate

- 7.1. Object counter:** The i-doit software contains an object counter. synetics is entitled to request, in writing, the data on object usage from end-users. Where synetics has a reasonable doubt about the lawful use of objects, it is entitled, on a case-by-case basis, to examine on-site with the customer whether the customer has a sufficiently licenced object package and whether the i-doit software is being used in accordance with the agreed licence.
- 7.2. Duty to object:** The customer will inform itself about the key functional features of the i-doit software. The customer bears the risk of assessing whether the software fulfils its wishes and needs or the wishes and needs of its customer. The customer has a duty to competently inspect the software without delay after the delivery or grant of access in accordance with the commercial provisions (§ 377 of the Commercial Code) and to object to any identified defects and provide a detailed description of any defects in writing. The customer will test each module thoroughly for useability in the specific situation before commencing commercial use. This also applies to programmes received by the customer within the framework of a warranty or support agreement.
- 7.3. Ensuring the operation:** The customer shall make appropriate arrangements for the case that the programme does not work properly in whole or in part (e.g., making data backups, documenting software use, diagnosing the error, regularly examining the results, establishing an emergency plan). It is the customer's responsibility to ensure the functionality of the working environment for the software.
- 7.4. Other:** The customer must inform us in writing without delay should a third party assert a claim to the i-doit software. To the extent that the customer transfers the i-doit Software to a third party in accordance with the provisions of these Terms and Conditions, the customer must bind the third party to these Terms and Conditions accordingly.

## 8. Maintenance of the i-doit software

**8.1. Maintenance:** We guarantee that the contractually agreed properties of the i-doit software will be maintained during the term of the licence and that the contractually agreed use of the software will not infringe any third-party rights. As licensor, we will eliminate any material defects or defects in title arising in relation to the i-doit software within a reasonable period. synetics renders these services in accordance with state-of-the-art technology and the interests of the majority of customers. The services will only be rendered in relation to the most recent and immediately preceding versions of the software delivered. Temporary interruptions caused by maintenance work do not constitute a defect within the meaning of § 536 of the BGB.

**8.2. Troubleshooting:** The following error classes and response times apply:

- Error class 1: The error prevents the customer from operating their business; there is no workaround solution: we will start troubleshooting immediately or at the latest within four hours of the error message and will work diligently to fix the issue, where reasonable even after normal working hours (weekdays 8 a.m. to 5 p.m.).
- Error class 2: The error substantially impairs the customer's ability to operate its business; the software may be used with a workaround or with temporarily acceptable restrictions or difficulties: Where the error message occurs before 10 a.m., we will begin troubleshooting the same day, where the error message occurs later, we will begin troubleshooting at the start of the next working day and will continue to work on the issue within the normal working hours until it is eliminated. If it is acceptable for the customer, we will first demonstrate a workaround before working on the error.
- Error class 3: For other defects, we will start troubleshooting within a week or will eliminate the error as part of the next update cycle, when this is acceptable for the customer.

## 9. Liability

**9.1. Scope of liability:** We are liable without limitation:

- in the case of wilful intent or gross negligence,
- for loss of life, limb or damage to health,
- in accordance with product liability law, and
- within the scope of any guarantee we made on a case-by-case basis.

**9.2. Limitation:** In the case of slight negligence resulting in a breach of a duty that is material to the fulfilment of the contractual purpose (material duty), our liability is

limited to the amount of the damage that is typical and foreseeable for the type of business in question. We shall have no liability beyond this. In particular, synetics will not have any (strict) liability for defects that existed when the agreement was entered into (§ 536a (1), first case of the BGB), providing the conditions of section 9.1 or 9.2 (first sentence) of these Terms and Conditions are not fulfilled. The limitation of liability also applies to any personal liability of our employees, representatives and bodies.

- 9.3. No contractual liability for Add-ons developed by third parties:** synetics does not assume any warranty, contractual liability or guarantee for any Add-ons developed by third parties and offered via our sales platform nor for any content or performance specifications uploaded by third parties unless we make such a guarantee to the customer in writing. synetics is not obliged to ensure compliance with the contracts concluded between third-party suppliers and the customer. Any potential liability claims by the customer against us in connection with the Add-ons offered via the sales platform shall be limited to intent where that liability is not otherwise excluded under the previous subsection. The customer shall bear the burden of proving fault or negligence and the degree of fault.

## 10. Licence term


- 10.1. Start and end of the term:** The Licence Agreement is concluded for an indefinite period. It can be terminated by either party with a notice period of two (2) weeks to the end of the contract.
- 10.2. Extraordinary termination:** The Licence Agreement can be terminated by either party for good cause by giving notice in writing and without observing a notice period. A party will have good cause entitling it to terminate the Agreement in particular where the customer infringes the usage rights by using the i-doit software beyond the extent permitted by these Terms and Conditions and fails to cease the infringement within a reasonable period when we send it a written warning.
- 10.3. Written form requirement:** Any notice of termination must be in writing in accordance with §126 of the BGB.
- 10.4. Expiration of the rights of use:** At the end of the licence term, the customer will cease to use the i-doit software and delete all of the copies of the programme that are installed on its devices and will, at its discretion, either immediately provide us with any and all backup copies that have been generated or destroy such copies.

## 11. Confidentiality and data protection

- 11.1. Confidential Information:** The contracting parties undertake to keep confidential all items that they received or became aware of before or during the implementation of the Agreement (e.g., software, documents, information), where those items are legally protected, contain business or trade secrets or are marked as confidential and will continue to maintain confidentiality even after the end of the Agreement unless the information becomes public knowledge without a breach of this duty to maintain confidentiality. The contracting parties will store and secure these items in a manner that precludes access by third parties.
- 11.2. Access to confidential information:** The customer will only make the confidential contractual object accessible to those employees and other third parties as require access in order to perform their duties. The customer will inform these persons of the need to keep these contractual objects confidential.
- 11.3. Processing of customer information:** In compliance with data protection law provisions, we process the customer information necessary to process transactions. After the successful completion of all services, we may use the name of the customer as a reference.

## 12. Miscellaneous provisions

- 12.1. Place of performance:** The place of performance for our delivery and services and for the payment obligations of the customer is the registered office of synetics.
- 12.2. Place of jurisdiction:** Where the customer is a merchant, a legal person under public law or a special fund under public law, the courts at the place of our registered office will have exclusive jurisdiction. We remain entitled to bring an action against the customer before the courts in the general place of jurisdiction of the customer.
- 12.3. Applicable law:** All legal relationships between us and the customer shall be governed by the law of the Federal Republic of Germany concerning the legal relations between domestic parties. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 12.4. Conciliation body:** The contracting parties agree that where they are unable to resolve any dispute arising out of or in connection with this Agreement and/or any



extension or amendments, they will call on the conciliation body of the Deutsche Gesellschaft für Recht und Informatik ([www.dgri.de/](http://www.dgri.de/)) to resolve the dispute in whole or in part, provisionally or definitively in accordance with the Conciliation Rules in the version in force at the time of the initiation of the conciliation procedure. The statute of limitations for all claims arising out of the circumstances in dispute is suspended from the time that the request for conciliation is submitted until the end of the conciliation procedure; § 203 of the BGB applies *mutatis mutandis*.

- 12.5. Invalid contractual provisions:** Should one or more provisions of an agreement or these Terms and Conditions be or become invalid, the validity of the remaining provisions shall be unaffected. The invalid contractual provisions shall be replaced by a valid rule which comes as close as possible to the economic goal pursued by the invalid provision.
- 12.6.** These Terms and Conditions shall be governed exclusively by German law and apply exclusively in German language. Translations in English are provided solely for the purpose of better understanding in international trade relations. In question of interpretation the German version shall be binding.