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§1 Definitions

The following terms are used in the following as defined here:

“Software” (i) – the software data of the i-doit product programme and (ii) the relevant documentation;

“Instance” – operation of the i-doit software on a single, suitable computer system; it is irrelevant in this regard whether the software is used on a virtual or a physical system; the use on a system cluster is also admissible in the context of an instance provided this cluster has the external appearance of a singular system;

“Associated company” – companies associated pursuant to sections 15 ff. AktG (German Stock Corporation Act);

“client” – a unit that is independent from an organisational and data-technical point of view within an instance with separate master data records and an independent record of tables/views controlled via parameters;

“object” – an asset or Configuration Item (CI), such as a server, a router, a client PC, a contract, a cable, an application or a license;

“synetics” – synetics Gesellschaft für Systemintegration mbH, a company domiciled in Düsseldorf, Germany;

“licensee” – the party that acquires directly from synetics a subscription license to the software on the basis of these terms of license and use;

“partner” – the party that is linked to synetics as a partner on the basis of a framework agreement;

“reseller” – the party that is linked to synetics as a reseller on the basis of a framework agreement;





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“end user” – the party that acquires a subscription license to the software from a reseller or a partner or some company associated with the end user and that uses the software for itself.

§2 Subject of the license

The licensee acquires a subscription license to punctual delivery of the software and the rights of use described in the following. synetics delivers the software in accordance with its product description in the relevant current version. There is no claim to any deviating composition or characteristics, nor can in particular such be inferred from any different descriptions of the software outside the documentation, especially not from an public statements or advertising. Composition or characteristics going beyond that indicated in the documentation will be due only if synetics has expressly confirmed this in writing.

The licensee must otherwise obtain information regarding the basic function features of the software. The licensee bears the risk of these functions meeting his requirements and wishes or the requirements and wishes of his customers.

synetics transfers the software to the licensee either on a suitable data medium or via a download facility. In the case of the software being protected by a license key, the licensee shall receive the relevant license key exclusively for use of the software as described in more detail in these terms.

Installation and configuration services are not the subject of the subscription license.

The software includes products from third-party manufacturers. These third-party products are subject to additional license terms, which can be accessed under <https://www.i-doit.com/licence-others/> and which represent an integral part of these terms of license and use.

§3 Rights and restrictions

- (1) All rights to the software, in particular the copyright, the rights to inventions and other industrial property rights, are in the relationship between the licensee and its customers owned exclusively by synetics, unless otherwise determined in these terms of license and





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use. This also applies to all other objects, documents and information that may be made available to the licensee in the context of the planning and/or execution of the agreement.

- (2) With full payment of the annual license price to be paid in advance, which is determined according to the synetics price list valid at the time of the license in question is ordered by the licensee or the relevant license extension according to the following paragraph, which can be accessed under <https://www.i-doit.com/en/products/pricing/> the licensee shall receive a non-exclusive right to use the software for one year subject to the scope granted in these terms of license and use. Before the purchase price has been paid in full, all data media and the documentation provided with the licensee are under reservation of title.
- (3) The first year of the license term commences at the time agreed between synetics and the licensee and expires on expiry of a period of 12 months thereafter. This license term will be extended by further periods of one year each, unless synetics or the licensee serves notice to cancel the subscription license at the latest six weeks before due expiry of the license term. The above does not prejudice right of either party to cancel with immediate effect for some important reason. synetics is entitled to cancel the license cancel with immediate effect for an important reason especially when the licensee or the end user is in breach of synetics' rights indicated, inter alia, in these terms of license and use. Every cancellation must be in writing pursuant to section 126 BGB (German Civil Code).
- (4) Use of the software is restricted to one instance per subscription license. Generally, only one client can be set up for each subscription license. If more than one client is to be set up for a certain instance, a separate subscription license will accordingly be necessary in principle for each client. The maximum number of objects that can be operated for each client will depend on the number and the volume of the booked object packages. Generally, each booked object package can be used only for one client.

The situation will be different only if synetics grants a so-called client license for an additional charge.

This entitles the licensee to (i) set up up to 50 clients for each subscription license and (ii) to divide individual object packages onto up to 50 clients. The total number of the objects actually operated may, however, in such a case also not exceed the number of objects that may be operated according to the booked object package in question.





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- (5) The permitted use of the software comprises its installation, transfer to the main memory and the intended use by the licensee or its customers
- (6) If the licensee is neither a reseller nor a partner, it can transfer the subscription license to one company affiliated to it, along with the license certificate and the documentation, and grant to this affiliate a non-exclusive right of use the software limited to the license term pursuant to the paragraph 3 above. Resellers and partners are permitted to issue a subscription license, along with the license certificate and documentation, to a maximum of one end user and grant to this end user a non-exclusive right to use the software within the license term pursuant to paragraph 3 above. When transferring the right of use to a third party in accordance with the above, the licensee must (i) ensure that the end user also uses the software only on one instance per subscription license, and (ii) expressly ensure that this party complies with the stipulations in these terms of license and use. The licensee must in particular oblige the third party to undertake and comply with all obligations of the licensee pursuant to these terms of license and use directly. A splitting of acquired license volume packages is not permitted. When such permitted transfer to a third party is made, the licensee shall no longer have any right of use form the granted subscription license. The licensee must delete the installed software provided to it on the basis of the acquired subscription license or return this to synetics, unless the licensee is required by law to keep custody of the software for some longer period. The licensee is not permitted to transfer the software in any other way. The licensee is in particular prohibited from ceding, renting, selling or in any other way sub-licensing the software to any third party. Public disclosure of the software or rendering it accessible is prohibited in any case.
- (7) Insofar as the licensee has a right to use the software, it shall be entitled to create a backup copy of the software if this is necessary for safeguarding future use of the software. The licensee is obliged to mark the backup copy he has created "Backup Copy" and make visible the synetics copyright to this software.
- (8) The licensee is entitled to decompile or duplicate the software only insofar as this is intended by law. This shall, however, apply only subject to the condition that synetics has not provided to the licensee the information necessary for this purpose information in writing within a suitable period.





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- (9) Software provided only for testing or demonstration purposes may not be used in any in productive systems or provided to any third party.
- (10) If the licensee uses the software to an extend that exceeds the acquired rights of use from a qualitative point of view (in terms of the nature of the permitted use) quantitative point of view (in terms of the number of acquired licenses), synetics shall be entitled to charge the licensee for this additional use in accordance with the prices indicated in the relevant valid synetics price list, which can be accessed under <https://www.i-doit.com/en/products/pricing/> synetics reserves the right to claim for damages and the option to cancel the agreement, including with immediate effect.
- (11) Copyright notices, serial numbers and other features serving software identification may not be removed or changed on the software.
- (12) If the software provided to the licensee is replaced, for example in the course of some improvement or updating, all rights of the licensee relating to the replaced software pursuant to these terms of license and use shall expire as soon as the licensee uses the new software.
- (13) The licensee and the end user may carry out modifications on the software in the sense of section 69c, number 2 UrhG (German Copyright Act), in particular amendments and extensions, only if this is expressly permitted by law or by synetics. synetics points out here that even minor modifications could lead to significant, unforeseeable disturbances to the operation of the software and other programs. The licensee and the end user are therefore expressly warned against making unauthorised modifications of the software; they shall bear the attendant risks exclusively.
- (14) The software may be used only in line with the applicable legal provisions, personal data may in particular be collected, used and processed only within the framework of the applicable data protection laws and regulations.
- (15) Any temporary or permanent, complete or partial transfer of the software for use by a third party exceeding the scope regulated above is permitted – including in the context of a company restructuring or a legal succession pursuant to Umwandlungsgesetz (German Transformation Act) – only with the prior written consent of synetics; otherwise such





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transfer is forbidden. At the end of the license term, the licensee shall no longer have any rights to use the software. The licensee must then discontinue all use of the software with immediate effect and erase all installed copies of the software or return these to synetics, unless the licensee is required by law to keep custody of the software for some longer period.

§4 Licence claims in the case of defects

Any licensee claims in the case of defects shall be based on the corresponding regulations in synetics' General Terms of Business.

§5 Monitoring and information

- (1) The software includes an object counter. The licensee is obliged to report these data in writing to synetics at the end of each calendar half-year when the licensee is also the end user. If the licensee assigns the software for use by a third party in accordance with these terms of license and use, he must enjoin that third party to undertake to report these data in writing to synetics at the end of each calendar half-year.
- (2) synetics is entitled to investigate, at the licensee's premises whether the licensee holds a sufficiently dimensioned object license and whether the software is being used according to the granted license. If the licensee assigns the software for use by a third party in accordance with these terms of license and use, he must enjoin that third party to accept that synetics is entitled to investigate, at the premises of the third party whether the a sufficiently dimensioned object license has been issued and whether the software is being used according to the granted license.

§6 Third party assertion of rights

If some third party asserts rights to the software, the licensee must notify synetics thereof in writing without delay. If the licensee assigns the software for use by a third party in accordance





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with these terms of license and use, he must enjoin that third party to undertake to notify synetics without delay of any third party asserting claims against the software.

§7 Concluding provisions

- (1) No oral agreements have been reached. Any supplements or amendments to these terms of license and use must be in writing. This, however, does not apply to individual contractual arrangements in the sense of section 305b BGB with agreed with an authorised representative of synetics. The requirement for the written form can also not be waived by oral agreement, implied behaviour or by silence.
- (2) If any individual clauses or provisions in these terms of license and use be void or ineffective in law in part or in full, or become so as a result of changes in the legal situation or through the case law of the supreme court, or if these terms of license and use are found to contain a gap, the remaining provisions shall continue to apply.

In such a case, the parties to the agreement undertake to replace the invalid provision, in compliance with the principle of good faith, with a valid provision that comes as close as possible to the meaning and purpose of the invalid provision. In the event of a gap being found, a regulation shall be considered agreed that corresponds to what the parties would have agreed according to the meaning and purpose of these terms of license and use if they had considered the matter.

- (3) The General Terms of Business of synetics, in the relevant valid version, shall otherwise apply. If the regulations of the General Terms of Business are in conflict with the regulations of these terms of license and use, the latter shall have priority.

