B. License Agreement Terms

The following license terms are an integral part of the license agreement concluded between rocon software development GmbH, Neumühler Weg 14, 66130 Saarbrücken, Germany, and the Customer

B.1 Scope of application

The following provisions apply to contracts concerning the granting of rights of use to in-house developed software products of rocon software development GmbH to the Customer. If and to the extent that these License Terms do not contain supplementary or deviating provisions, the provisions of the General Terms and Conditions of rocon software development GmbH shall apply in addition to these License Terms. Should special license agreements exist with the Customer, these shall take precedence over these License Terms.

B.2 Subject matter of the contract

B.2.1 The Customer acquires from rocon software development GmbH the rights to use a data processing program / software in accordance with the service description with a fixed license number in executable form.

B.2.2 Depending on the operating model selected, the software shall be made available either for use by installation on infrastructure provided by the Customer (on premise) or for use as software as a service (SaaS).

B.2.3 The software shall be made available for operation on premise for download via the Internet. The number of copies of the software provided shall depend on the agreed scope of use.

B.2.4 For operation as SaaS, the software is made available for direct use via publicly available websites and/or web services.

B.2.5 The Customer shall not be entitled to be provided with the source code on which the Software is based.

B.2.6 If the source code of the software is provided on the basis of an individual contractual agreement, the subject matter of the contract shall include documentation in a suitable form. rocon software development GmbH is entitled to provide the necessary documentation also in the form of a manual or online documentation (so-called "F1 help" or online portal).

B.3 Rights of use

B.3.1 Unless otherwise agreed, rocon software development GmbH grants the Customer a non-exclusive right to use the software on his computer system. The period of use depends on the respective license models.

B.3.2 Use is the running of the software on the customer's computer system. This includes importing the software into the main memory of the Customer's computer system and/or into a permanent memory of the Customer's computer system and/or using the software in a web browser.

B.3.3 If the Customer additionally acquires the right to modify the source code, rocon soft-ware development GmbH grants the Customer the right to modify the source code for himself, limited in time to the

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duration of the respective license granted for the program whose source code is to be modified. Access by third parties to the source code of the licensed software is only permitted with the consent of rocon software development GmbH. If third parties are permitted access to the source code of the licensed software, they are obligated to maintain confidentiality about the source code and other information regarding the software, insofar as it is not generally known, under avoidance of an appropriate contractual penalty.

B.3.4 Without the consent of rocon software development GmbH, the Customer may not duplicate, rent, lease, or in any other way allow third parties to use the Software for a limited period of time or duplicate it for third parties. The Customer is also not entitled to grant sub-licenses to the Software.

B.4 Rights of Use for Updates / Upgrades / Modifications

B.4.1 For updates, upgrades or other modifications of the software, rocon software development GmbH grants the Customer the same rights of use as for the programs to which the modifications are made. In the case of time-limited rights of use, the right of use for the upgrade/update expires at the same time as the right of use for the program for which the update/upgrade or modification was provided.

B.5 Creation of backup copies

B.5.1 The customer is entitled to make copies of the software for backup purposes to the extent necessary for proper use.

B.6 Restrictions on use

B.6.1 Except as expressly permitted in these License Terms or by law, Customer may not do any of the following:

- Translation, editing, arrangement or other reworking of the Software;
- Modification, decompilation, imitation, reverse engineering, creation of a derivative version of the Software or parts thereof;
- Duplication of the software;
- Removal of trademarks, copyright or other proprietary notices.

B.6.2 Copying or reproduction of the user documentation by the customer is only permitted for the customer's own internal use.

B.7 Lizenzgebühr

B.7.1 The remuneration for the granting of the rights of use shall be based on the respective agreed license model or other contractual arrangements between the parties.

B.8 Duration and termination of the license agreement

B.8.1 The duration of the transfer of use shall be governed by the agreed license model or other contractual agreements between the parties.

B.8.2 Any termination of the contract must be in writing or by E-Mail.

B.8.3 In the case of license agreements for temporary licensing, the parties may each terminate the license agreement for cause if one party culpably breaches its obligations under the license agreement.

Extraordinary termination shall require the prior written notice of the terminating party in order to give the other party the opportunity to act again in accordance with the contract with respect to the breach of contract relevant to termination. The notice must describe the breach of contract and grant the other party a reasonable period of at least two weeks to remedy the breach of contract relevant to termination.

B.8.4 The right to terminate the license agreement for good cause shall remain unaffected. Good cause shall be deemed to exist if circumstances arise which, taking into account the content and purpose of the License Agreement, all circumstances of the individual case and the respective interests of the parties, make it unreasonable to continue the Agreement.

B.8.5 Upon termination of the License Agreement, all rights granted to the Customer by rocon software development GmbH under the License Agreement shall expire.

B.8.6 Termination does not affect the Customer's payment obligations to rocon software deve-lopment GmbH that have already arisen by the time of termination.

B.9 Return modalities

B.9.1 If the right of use is limited in time or if the contract has been terminated as a result of cancella-tion, the customer shall be obliged to destroy the original data carriers and all copies of the software products as well as the written material. Furthermore, the installation on the EDP system shall be de-leted. Furthermore, the Customer is obligated to return the license file / license dongle to rocon software development GmbH at his own expense and risk.

B.9.2 The Customer shall confirm in writing within 2 weeks after the end of the right of use that it has deleted all existing copies of the Software.

B.9.3 If the Customer does not return the license file / license dongle within a period of 2 weeks after the request by rocon software development GmbH, rocon software development GmbH is entitled to claim damages.

B.10 License queries for Internet-based licenses

B.10.1 The usability of the software, if it is an internet-based license, depends on the feasibility of license queries by rocon software development GmbH. rocon software development GmbH performs validity que-ries of the license files at regular intervals. If the validity of the license file is not confirmed by rocon soft-ware development GmbH, the software can no longer be used. The customer will be informed about this problem by error messages of the program before the validity expires.

B.10.2 A license query via Internet must be possible in the following cases when starting the software, otherwise it cannot be used:

- When a license is used for the first time
- For changes to the computer configuration
- In case of a change of the database server
- When using a previous version of the identity file

B.10.3 In all other cases, Customer shall ensure that communication between server software and li-cense servers is possible for at least a continuous period of 15 minutes within 24 hours to ensure the ex-ecution of a license query.

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B.10.4 After a successful license query, an additional validity period in the range between 8 and 15 days is entered in the identity file. During this validity period, the server software can also be used without successful license queries, for example in the event of a fault in the Internet connection.

B.11 Data transmitted for license queries

B.11.1 When a license is requested, the following data is sent to a license server:

License Data:

- License Number
- License Key
- License Timestamp

Server Data:

- Operating System Version
- Size of installed RAM
- Number of CPU cores (be it virtual or physical)
- Host name of the Server

B.11.2 The transmitted data does not allow direct identification of the customer. However, the license number transmitted can be used by the licensor to assign the license to a specific user in the following cases:

- the query behavior indicates unauthorized multiple use
- the query behavior indicates that the contractually defined right of use has been exceeded
- the period of validity of the license is not extended

B.11.3 Each of the following changes represents a configuration change to the application server:

- Change of the operating system in use
- Increase or decrease of the installed main memory
- Change of the number of logical processors
- Change of the computer name
- After a configuration change, a successful license query must be performed when starting the server software, otherwise the server software cannot be used.
- The installation and commissioning of the server software with the same license on another database server. It should be noted that to avoid multiple use, the server software is deactivated on the original database server.

B.12 Loss of the identity file

B.12.1 If the current identity file is lost, the backup of any older version of the identity file can be used. After restoring the identity file, a successful license query must be performed when starting the server software, otherwise the server software cannot be used.

B.13 Copy protection mechanism

B.13.1 The copy protection mechanism of the license procedure allows a maximum of twelve configuration changes (see clause B.11.3) or restores (see clause B.12.) per year with a minimum interval of thirty days between two configuration changes or restores.

B.14 Frequent configuration changes

B.14.1 In case of more frequent configuration changes or restores or shorter time intervals, a successful license query may temporarily no longer be performed, which means that the validity period (see section B.10.1) is no longer extended. If, exceptionally, due to special circumstances, configuration changes or restores are required at shorter intervals or in larger numbers, this may be done after special agreement with rocon software development GmbH.

B.14.2 The copy protection mechanism detects simultaneous operation of the license on multiple database servers based on the type and timing of the license queries. In this case, only the database server on which the server software has been in operation the longest receives an extension of validity. All other database servers no longer receive an extension of validity, which means that the server software can no longer be used on these computers after the validity period has expired.

B.15 Miscellaneous

If a system time difference of more than one hour between the database server and the license server is detected during a license query, the server software corrects the system time. If the system time cannot be corrected, the server software accepts a maximum system time difference of 24 hours. If the system time difference is greater, the server software cannot be used.

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