

**TERMS OF USE  
for Software of Matrix42 AG**



**The customer is granted the simple, non-transferrable right to use the software without regional and temporal limitation and for his internal business purposes exclusively for the number of licenses/clients specified in the invoice or service coupon and as described in the following:**

1. The customer may copy the software as is required for using the software. Necessary copies include programs installed from the original medium to the mass storage unit of the used hardware or loaded into the memory, running the software and producing an adequate number of backup copies. On each backup copy the customer shall apply the following copyright notice: Copyright by matrix42.

2. The customer is entitled to reverse-engineer software into other code forms if this is essential for creating, maintaining or running an independently developed interoperable program and if the necessary information on how to establish interoperability has not been published yet.

3. The respective actions according to point 2. of these terms of use may only be transferred to be performed by commercial third parties if Matrix42 does not modify the program as requested and for an adequate fee. Matrix42 shall be granted adequate time to determine whether or not they want to perform this task and shall be informed of the name of the third party.

4. Concurrent usage of the software by more than the agreed number of licenses/clients is deemed an overuse of licenses and a breach of contract. The customer shall inform his contractual partner of such overuse immediately after he has learned about such overuse. The customer shall pay an additional fee for any software overuse. The amount of this fee shall be calculated based on the following formula:

$$\text{Fee} = \text{MC} \times \text{VV} \text{ divided by } \text{C}$$

MC = number of licenses for which no fee has been paid yet

VV = contractual fee

C = number of target systems for which the contractual fee has been paid

5. The customer acknowledges that the software, including the user manual, is subject to copyright laws. The customer shall not remove or change copyright notices, serial numbers and other features used to identify the software.

The customer agrees to take appropriate measures to prevent unauthorized third-party access to the software. The supplied original data media and backup copies shall be stored in a location that is protected against unauthorized third-party access.

The customers' employees shall be explicitly instructed to comply with these terms & conditions and any applicable copyright regulations.

6. Adequate technical measures may be taken to protect the software from any usage that is not in accordance with the contract. The usage of the software on an alternative or succeeding configuration must not be significantly affected by such measures.

The customer may only remove any existing copy protection or similar protective routines if such protective mechanism affects the usage or prevents failure-free usage of the software. The burden of proof for the affected or prevented failure-free usability through the protective mechanism shall rest with the customer.

7. The customer shall only be entitled to sell or give away the software, including the user manual, with Matrix42's explicit consent.

8. The customer shall only transfer the software, including the user manual, to a third party for a limited period of time if such transfer is part of this third party's service for the customer, if this third party agrees that these terms of use shall remain effective for the third party as well and if the customer also hands over all program copies, including any existing backup copies, or destroys any copies that have not been handed over to the third party. For the time the software has been transferred to the third party the customer shall not be entitled to use the software himself.