

# License conditions



The license conditions states the using conditions of the software by the Licensee. The Licensee is a company, which has purchased software incl. software referring documents of menten GmbH for internal company intended purpose.

## 1. Subject of Contract

The subject of this contract is the computer program recorded on data medium, the program description, installation guide as well as other related documents, hereinafter referred to as 'software incl. documents'. Please be aware that with current technical standards it is not possible to produce computer software with frictionless operation in all applications and combinations. Therefore, the subject of this contract is software that is fundamentally useful as per the program description and manuals.

## 2. Scope of Use

The licensor grants, for the duration of this contract, a single non-exclusive and personal right, hereinafter referred to as 'license', for use of the enclosed copy of the software on a single IBM System i partition. The purchased license does not authorize the licensee to install the software on a second IBM System i partition. Change to another System i partition is permitted only through written notification to and authorization by menten. Additional charges for such movement may be incurred unless the License being moved has been continuously covered by a maintenance agreement. Licenses for which maintenance fees have been paid since acquisition of the usage rights will be transferred to the new partition free of charge under the terms of this agreement. Additionally the licensor grants the right to install the software on a single backup partition. It may only be used there when and as long as the production partition is out of order. Using the software on both partitions at a time is prohibited.

The use of the software incl. documents is exclusively for internal company intended purpose.

## 3. Exclusion of Use

The licensee is forbidden

a) to make the software accessible resp. available for a third party without previous written consent from menten.

b) to make the software accessible on a server in the context of a non-commercial and/or commercial context (ASP).

c) to modify, translate, reengineer, decompile, or disassemble the software without previous written consent from menten.

d) to produce derived works from the software, nor to duplicate the documents.

e) to translate, to modify or to produce derived works from the documents.

f) to use the software in any way other than as set forth in Section 2 herein.

## 4. Proprietary Rights

Purchase of this product gives ownership of only the physical data carrier where the software is recorded. Purchase of the rights to the software itself is not included. menten retains all rights to the software, especially all publication, duplication, revision and usage rights.

## 5. Duplication

The software incl. documents are protected by copyright. The making of a single backup copy of the software is permitted. The existing copyright notice as well as the included serial number may not be removed from the software. It is prohibited to copy or further duplicate the software incl. documents, in original or modified form or with another software mixed together or included within another software.

## 6. Transferring Right of Use

The right of use of the software can be granted to third parties only through previous written consent of menten. Giving away, lending, leasing or distribution of the software is prohibited.

## 7. Duration of Contract

The contract is valid for an undetermined period. The right of the licensee for use of the software is automatically revoked without notice in the event licensee violates any of the terms herein. Upon conclusion of the right of use, licensee is obliged to destroy the original data carrier as well as old copies of the software including any modified samples and documents.

## 8. Compensation in case of violation of contract

The licensee is liable to menten for all damages caused through copyright violation which may incur damage to any condition of this contract.

## 9. Modifications and Updates

menten is authorized to update the software at their sole discretion. menten is not obligated to make program updates available to licensee, when the software maintenance contract with menten has not been concluded.

## 9a. Pre-release Product Additional Terms

If the product you have received with this license is pre-commercial release or beta Software („Pre-release Software“), then the following Section applies.

To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supercede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict.

You acknowledge that the Software is a pre-release version, does not represent final product from menten, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you „AS-IS“ and menten disclaims any warranty or liability obliga-

## License conditions for standard software of menten GmbH

The license conditions are part of the order form of standard software of menten GmbH.

With ordering standard software of menten GmbH the customer accepts these license conditions.

**menten**  
IBM i software solutions

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tions to you of any kind. WHERE LIABILITY CAN- NOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT IT MAY BE LIMITED, MENTEN'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF ONEHUNDRED EUROS (EURO €100) IN TOTAL.

You acknowledge that menten has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, menten has no express or implied obligation to you to announce or introduce the Pre-release Software and that menten may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by menten, you will provide feedback to menten regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of the Software is also governed by such agreement. You agree that you may not and certify that you will not sublicense, lease, loan, rent, assign or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by menten of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from menten and to abide by the terms of the license agreement for any such later versions of the Pre-release Software.

**10. Guarantee and Liability of menten**

a) menten gives assurance to the original licensee that the product quality is error-free at the time of hand-over of the data carrier upon which

the software is recorded, when run under normal operating conditions and normal maintenance.

b) Should the data carrier be faulty, the purchaser can request delivery of a replacement during the warranty period of six months from date of delivery. The data carrier as well as a copy of the invoice must be returned to menten or to the dealer where the product was purchased.

c) When a fault as defined in Section 10 b) is not replaced within the appropriate deadline, the purchaser has the choice to reduce the licensing price or to cancel the contract.

d) Based on the conditions set forth in Section 1, menten assumes no liability for the accuracy of the software, in as much as no gross negligence or mal-intent exists on the part of menten. In particular, menten assumes no guarantee that the software is sufficient to meet the requirements and purpose of the licensee or that it functions with other programs that they choose. The responsibility for the correct selection and the consequence of the use of the software incl. documents as well as the intention therewith or resulting outcome is carried by the licensee. In the event the software is fundamentally impractical, in accordance with Section 1, the licensee has the right to cancel the contract. menten has the same rights in the event that the production of useful software, in accordance with Section 1, is not possible at a reasonable expense.

e) menten is not liable for your damages except when such damage occurs through willful intent or gross negligence by menten. Liability for negligence by opposite sales persons is ruled out. Liability by menten for guaranteed features remains unaffected. Liability for consequential damages not covered by the guarantee is ruled out.

**11.** The governing legal venue is Cologne, Germany.

Herewith we agree with the license conditions.

Name (in block letters)

City, date - stamp, signature

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