

Terms of Use Software Purchase of the BOC Group

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1. Scope of Application

1.1 The following Terms of Use Software Purchase form the underlying regulatory framework for all present and future agreements concluded between BOC Products & Services AG or its subsidiaries on the one hand (hereinafter collectively "BOC") and the client of BOC on the other hand after the 1th of September 2021 and concern the purchase (right of use for an unlimited period of time) of BOC standard software (hereinafter "Product").

1.2 These Terms of Use shall apply to all legal relationships between the Parties even if they are not expressly referred to.

1.3 These Terms of Use Software Purchase are part of the "General Terms and Conditions" of BOC (hereinafter referred to as "GTC"). In the event of conflicting provisions, the following order of precedence shall apply: 1. Provisions from the individual contract (offer), before 2. the relevant Terms of Use, before 3. the GTC.

1.4 The GTC as well as the Terms of Use are available at <https://www.boc-group.com/gtc>.

2. Right of Use / Licence

2.1 Against full payment of the agreed remuneration, BOC grants the client the worldwide, unlimited in time, non-exclusive, right to use the Product in the manner intended.

3. Right of Use / Licence for Test and Development Systems

3.1 In addition to every Right of Use according to section 2.1 or by separate agreement BOC grants the client the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the agreed Product to the agreed extent in the manner intended for test and development purposes only. The client is not entitled to use this licence for other purposes, such as in particular in productive systems.

4. Scope of the Right of Use

4.1 Unless otherwise agreed, the rights of use follow the "Named Use" principle (NU). The usage rights are assigned to specific users and only allow these users personal access to the Product.

4.2 Upon agreement, usage rights can also be obtained according to the "Concurrent Use" principle (CC). In this case, the user quantities stated in the offer are to be understood as the maximum number of users who can use the Product in parallel.

4.3 The client is entitled to create the duplications of the software that are absolutely necessary for the operation of the Product as well as for backup and archiving purposes. All copies must be protected from access by third parties. The client is expressly prohibited from making other duplications.

4.4 The Product may partially rely on software components of third-party providers (usually open-source software). These components, which are integrated into the Product, are included in the right of use granted by BOC, and no property rights of third parties are violated in the process.

4.5 In addition, BOC's scope of supply may also contain third-party products (e.g., standard software by Apache). These third-party products are not a component of the BOC software and are thus neither maintained by BOC, nor does BOC assume a guarantee or liability for third-party products.

4.6 BOC is entitled to withdraw the Right of Use (Licence) from the client if the client breaches significant parts of the agreement and the client does not cease such behaviour despite a warning and setting of an appropriate deadline for the removal or cessation thereof. In the case of the withdrawal of the Right of Use, the client is not entitled to a refund of the agreed remuneration.

4.7 Given that the system is not installed or operated from a BOC managed hosting location, the overall system is not located within the exclusive sphere of influence of BOC. Thus, BOC does not assume any guarantee for the availability of the system.

5. Conditions of Delivery and Installation

5.1 The Product is delivered to the client in a machine-readable format via download. The date of delivery is the day on which the client receives the download link.

5.2 BOC provides the client with installation instructions as well as extended software documentation. Unless otherwise agreed, the installation of the Product is carried out independently by the client.

5.3 The client shall take the measures necessary in order to protect the Product, documentation, passwords and log-ins from unwanted access or misuse by unauthorised persons.

5.4 The client is responsible for setting up the necessary technical conditions in his infrastructure such that the Products can be used in the manner intended. Current information on the Hardware/Software Requirements can be found in the online documentation of the respective Product (<https://docs.boc-group.com/>). In any case, the client shall install and configure the necessary third-party products (database system, web server, Java,...) in accordance with the Hardware/Software Requirements.

6. Remuneration of the Right of Use

6.1 The agreed remuneration shall be invoiced to the client at the time of delivery (section 5.1).

6.2 Installation or installation support, briefing or training on the Product, as well as other Product-related services, are not included in this remuneration and require a separate agreement.

6.3 Apart from this, the conditions of payment are based on the provisions of the GTC.

7. Operation of the Product (Hosting) by a Third Party Commissioned by the Client

7.1 The client is entitled to have the Product operated by a third party commissioned by the client. That third party must be named to BOC. Operation of the Product by another BPM, EA or GRC software manufacturer (competitors of BOC) is explicitly excluded.

7.2 The client must include the third party in all obligations imposed upon the client by BOC and must indemnify and hold BOC completely harmless for all damages arising from a breach of duty by the third party at first request, waiving all objections and irrespective of which party is at fault.