

GBS UK Ltd.

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§ 1 Definitions

The definitions listed below mean the following within the context of this agreement:

Licencee: the legal or natural person who has been granted the right to use this software based on purchase, hiring out or leasing.
Licencer: GBS UK Ltd. – hereinafter called GBS –
Software: the software products of the GBS UK Ltd.

§ 2 Copyright

The GBS software, including the associated documentation, is copyrighted. The same is applicable to any third party software supplied.

§ 3 Right of use

Once the Parties have agreed on permanent provision of the software, GBS grants the licensee, following lawful acquisition of the software, basic, non-exclusive, transferable (with the limitation under § 6) permanent right of use of the software, unless otherwise agreed. Should the Parties have agreed on temporary provision of the software, GBS grants the licensee non-exclusive, non-transferable, temporary and terminable right of use of the software in the agreed system environment. Utilisation in a system environment other than that agreed upon is subject to approval by GBS. If an agreed system environment is not serviceable, utilisation is temporarily permitted in another suitable system environment until the fault has been remedied; GBS is not hereby entitled to additional remuneration. The licenced scope of use of the software as designated corresponds to the total number of mailboxes operated by the licensee, or to the business volume of the licensees in the case of the S-Finanzgruppe and the Cooperative Association [Genossenschaftsverband]. If the licenced scope is exceeded, the licensee shall notify GBS accordingly or, if a third party has provided the software, the latter shall be notified. GBS or the third party is entitled to bindingly invoice the differences to both parties. With regard to company licences, the licencer shall always maintain a counter-signed list or description of the parts which have right of use as an annexure to the licence agreement.

The licensee is entitled to make copies of the software per licence file and, in the case of company licences, per each area of use, for purposes of security. Duplication of software used for purposes of proper data security falls within designated use. The licensee, by appropriate technical and organisational measures, undertakes to ensure the designated use of the software.

The rights of use are acquired by means of purchase or hiring from a vendor authorised to sell or to hire out. If the licensee uses his right to transfer the rights of use to a third party, he shall impose his contractual obligations in terms of this licence agreement on the third party. The licensee's rights of use are terminated with transfer. All existing copies of the software shall be deleted or returned to GBS.

§ 4 Limitations

On no account may the software be altered, merged, modified or adapted. This also includes disassembly and decompiling, unless permitted in accordance with the copyrighted provisions and legally specified requirements. The software or a copy thereof may neither be borrowed nor hired out. This is also applicable in terms of hiring out, payable or gratuitous provision of a defined system environment to third parties. Copies of the user manual may not be made for commercial purposes.

§ 5 Special provisions for demo versions

The demo versions of the software provided by GBS are software versions supplied exclusively for demonstration purposes and are also in principle subject to the provisions of these licence agreements. Regarding their right of use, demo versions are limited versions of the software. With the demo versions, GBS grants the licensee non-exclusive, nontransferable and temporary right of use. Right of use of demo versions is always limited to the period required to verify whether the software is suitable. Unless alternatively worded in a written statement by GBS, this period shall be limited to the term mentioned in the licence file, in case of doubt this shall be one month. GBS is entitled to prohibit the use of demo versions at any time without providing reasons and to change the rights of use or the authorisation procedure, in whole or in part.

§ 6 Extraordinary cancellation of rights of use

Should the licensee grossly violate the rights of use agreed upon or the proprietary rights of the holder of the rights or should he contravene export control regulations, GBS is entitled to terminate the rights of use. This presupposes unsuccessful warning and reasonable respite by GBS. In the event of termination, the licensee is obligated to delete or return to GBS the original software affected by the termination, including documentation and all copies. Upon request by GBS, the licensee shall submit a declaration with regard to the deletion. Other legal arrangements remain unaffected.

§ 7 Liability- and warranty claims

When the licensee has acquired the software from GBS, the licensee's warranty- and liability claims shall be subject to the general terms and conditions of GBS. In all other instances, warranty- and liability claims against GBS are excluded, unless liability by GBS is mandatory in terms of the Product Liability Law [Produkthaftungsgesetz].

§ 8 Severability

Waiver of any particular default will not waive any other default. In the event that any provision of this Agreement is deemed unlawful or otherwise unenforceable, such provision will be severed from this Agreement and the balance of the Agreement will continue in full force and effect.