

Additional Provisions for Licensing of Software to Serrala

§ 1 Definitions

In addition to the definitions set in the General Terms and Conditions of Procurement of Serrala (the "**Procurement Terms**"), the following definitions shall apply only within these Additional Provisions for Licensing of Software to Serrala (the "**Software Licensing Terms**"):

"Documentation": means the documentation provided to Serrala by Supplier in connection with the Software, including the Specification and any user manuals or other documentation provided under the Contract, and including any documentation described in the Order.

"License": means the license granted under § 4(2).

"License Term": means the term of the License, as specified in the Contract or Order. If such term is not defined, the License Term is perpetual.

"Licensed Software": means the Software that, according to the Contract, Supplier must deliver, provide, or make assessable to Serrala.

"Maintenance Release": means a release of the Software which corrects faults, adds functionality, or otherwise amends or upgrades the Software.

"Modification": means any Maintenance Release or Serrala specific modification.

"Use": means, with respect to the Licensed Software, the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission, or display) and otherwise use the Licensed Software.

"Specification": means, the description of Licensed Software's functions, facilities, performance levels (where appropriate) and related matters, whether supplied by Supplier as an output in performing the Contract, or supplied by Serrala from its own resources.

"Software": means, any executable algorithms for computers and similar devices including computer software or program designed to cause a computer to perform a desired function; Software shall include the source and object code, code listings, design details, processes, flow charts, and related material that would enable the Software to be reproduced, recreated or recompiled.

"Software Support": means all maintenance support, update and bug fixing works and services with regard to the Licensed Software.

"Third Party Provider": means, any third party, that is operating in particular outsourced IT-systems of Serrala Group or operating technical means and services for Serrala Group's operations.

"Warranty Period": means the twelve (12) month period from the acceptance of the Licensed Software or Modification, or such other period as may be specified in the Order.

§ 2 Applicability

1. This Software Licensing Terms shall apply to any Software to be supplied by Supplier to Serrala and be incorporated together with the Procurement Terms in every Contract concerning or involving the purchase, subscription or lease of Software and Licensed Software by Serrala Group; and to every Contract referring or linking to these Software Licensing Terms.
2. These Software Licensing Terms shall take precedence over the Procurement Terms.

§ 3 Delivery and Installation

1. By no later than the Delivery Date:
 - a. during Serrala's normal business hours (or as otherwise instructed by Serrala) Supplier must deliver the Licensed Software and the complete Documentation to the Delivery Location, or otherwise make the Licensed Software and Documentation available to Serrala;
 - b. if required by Serrala, Supplier must install one copy of the Licensed Software on the Serrala hardware at each of the addresses specified in the Order in accordance with Serrala's reasonable directions; and
 - c. Serrala may require acceptance testing of the Licensed Software if acceptance testing is not explicitly excluded in the Contract. In such case, Supplier has to deliver the Licensed Software well in advance, so that Serrala has sufficient time to perform acceptance testing before the Delivery Date.

2. The Parties will define in the Contract or Order the details on error classes, and response time of Supplier. Unless specified otherwise in the Contract or Order, the following shall apply complementary: For error classes and response times, the time zone and public holidays of the Delivery Location are relevant.

§ 4 IRP Ownership and License

1. Notwithstanding § 6 of the Procurement Terms, Serrala acknowledges and agrees that the Licensed Software and any Modifications and any Intellectual Property Rights therein, shall be the property of Supplier.
2. Except as otherwise provided in the Contract with a specific reference to this § 4(3) and § 4(4) below, Supplier grants to Serrala and to each member of the Serrala Group, during the License Term, a worldwide, royalty-free, non-exclusive license to:
 - a. use the Licensed Software and Documentation in relation to any business activity of the Serrala Group;
 - b. configure the Licensed Software in accordance with the configuration tools forming part of the Licensed Software; and
 - c. make as many copies of the Licensed Software and the Documentation as Serrala considers necessary to make full Use of the Licensed Software or for backup or security purposes.
3. Serrala may grant a sub-license of its rights under § 4(2) to any Third Party Provider for the purpose of such Third Party Provider providing any goods, Software and/or services to the Serrala Group.
4. Serrala acknowledges that it has no right, title or interest in the Licensed Software or the Documentation except as set out in the Contract and this Software Licensing Terms.
5. Except as permitted under the Contract, Serrala must not:
 - a. use the Licensed Software as a service bureau or in any similar activity for the benefit of any person who is not a member of the Serrala Group;
 - b. reverse engineer, decompile or disassemble the Licensed Software except as permitted by applicable laws; or
 - c. remove, obliterate or alter any copyright, proprietary or similar notices on the Licensed Software.

§ 5 Remote Access

If Serrala provides Supplier with remote access to the Licensed Software to provide the Services, Supplier must:

- a. only remotely access the Licensed Software for the purposes of providing the Services;
- b. comply with Serrala's remote access policy; and
- c. ensure that any usernames and/or passwords provided by Serrala are always kept secure and confidential and are not disclosed to any person (other than the members of Supplier's team involved in the provision of the Services) without the prior written consent of Serrala.

§ 6 Software Warranties

1. In addition to any warranties given by Supplier in the Procurement Terms, Supplier represents, warrants and undertakes that the Licensed Software as a whole and any individual Modification will:
 - a. during the Warranty Period, be free from any material defects;
 - b. be fit for any purpose for which Serrala has specified it will use the Licensed Software and/or for which Supplier has represented to Serrala the Licensed Software is fit (including any purpose Supplier has promoted or advertised the Licensed Software for);
 - c. during the Warranty Period, comply with and perform in accordance with the Documentation; and
 - d. be compatible and interoperate with Serrala's existing computer systems as described in the Order.
2. Without limiting § 6(1) above, Supplier guarantees that each Modification will not degrade the functionality, performance or security of the Licensed Software.
3. Supplier warrants and undertakes that any Modification shall provide backward compatibility to Serrala Group's installed systems.
4. Supplier warrants and undertakes that, when delivered to Serrala Group or otherwise implemented by Supplier under the Contract:
 - a. it will use up-to-date, industry accepted anti-virus software to check for and prevent any malicious Software or viruses being introduced into the Licensed Software or any individual Modification or any IT-systems of Serrala Group as a whole; and

- b. it will co-operate with Serrala to mitigate the effect of any malicious Software or viruses found in the Licensed Software as a whole or any individual Modification.
5. Supplier represents and warrants that it has obtained and undertakes that it will maintain during the License Term, all consents, licenses and permissions required by it to perform its obligations under the Contract.
6. Beyond that, the remedies set out in § 7 of the Procurement Terms shall apply.

§ 7 Support and Maintenance

1. Supplier shall provide Software Support in accordance with the specifications in the Contract.
2. Unless specified otherwise in the Contract, (i) Supplier is responsible for Software Support to the extent necessary to keep the Licensed Software operating and to ensure state of the art security, functionality, and interoperability, and (ii) Supplier shall maintain a telephone hotline and support, that is available during normal business hours, at the Delivery Location.
3. Supplier must not reduce or discontinue Software Support during the contractual term of a maintenance agreement (so-called sunseting). Unless the Supplier has expressly reserved such right in the Contract, Supplier is not entitled to sunset the Software Support during the first three years after the conclusion of the Delivery Date.