Supplementary Terms and Conditions to Use Software Asset Management Modules and Components of USU GmbH

Version 1.0

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1.   Preamble

1.1.   These supplementary terms regulate the licensing use of the USU Software Asset Management modules and components, hereinafter referred to as software product. For the individual customer, the software product is the selection of modules for which a license has been purchased. The licenses and services acquired by the customer are based on the order documents and the respective module descriptions.

2.   License grant

2.1.   USU GmbH offers two different types of licenses for transfer of software use: Indefinite software license/transfer of use on the basis of purchase, and fixed-term transfer of use as software subscription. The applicable license type is specified in the relevant offer on the basis of this agreement.

2.2.   Perpetual software license: Subject to the conditions of these terms, USU GmbH hereby grants the customer a non-exclusive, non-transferrable license for execution and use of the software product specified in the relevant offer and order documents for his own internal business operations.

2.3.   Software subscription: Subject to the conditions in the offer based on these terms, USU GmbH hereby grants the customer a non-exclusive, non-transferrable license for execution and use of the software product specified in the relevant offer and order documents for his own internal business operations for the term of the subscription.

2.4.   USU GmbH does not grant any property rights. All property rights remain with USU GmbH.

2.5.   The customer assumes full responsibility and liability for the contractual use of software transferred to third parties or affiliated companies.

3.   Usage restrictions

3.1.   The customer's use of the software products is limited to the device and operating system configurations specified in the system requirements and the documentation.

3.2.   USU GmbH and its associated companies and suppliers are the owners of all implicit or other rights not explicitly granted to the customer as part of these terms. They reserve all rights, title, and interest to the software product.

3.3.   The Customer may not modify, adapt, sell, rent, lease, or loan the software product in whole or in part or create or prepare work derived therefrom.

3.4.   The customer may not use the software product as a service provider or application service provider, for performing consulting or training services for third parties, or in any type of commercial time-sharing agreement.

3.5.   Improvements and changes to the USU GmbH software product, including functionality, functions, interfaces, and other items that may arise from customer's change requests, suggestions, and feedback will become, entirely, globally, and without charge, the intellectual property of USU

GmbH. USU GmbH will not disclose the source of the suggestion, change request, or feedback, and will treat the information as confidential.

3.6.   The use of the software products can be limited to the management of certain software publishers (e.g. Microsoft, SAP, Oracle, Salesforce). The exact scope of the usage restriction is defined in the order documents and the respective module descriptions.

3.7.   If the in-scope software publisher acquires a business or launches new products, the customer is entitled to manage them once the announcement is officially made public.

3.8.   If a software publisher sells part of the portfolio, the customer is entitled to manage these products for an additional term of 6 months after the divestment has taken place, or if the customer has a multi-year contract with that software publisher, until the end of the customer contract term.

3.9.   USU GmbH is not obliged to continue the coverage of the products sold by the software publisher. Coverage is at USU GmbH's own discretion.

3.10.   The use of the software products can be restricted to certain use cases. The exact scope of the usage restriction is defined in the order documents and the respective module descriptions.

3.11.   The technical availability of functions and content does not mean that USU GmbH tacitly grants the right to use these functions. The actual usage rights acquired are defined in the order documents and the respective module descriptions.

4.   Proof of use

4.1.   Upon request from USU GmbH and no more frequently than every twelve (12) months, the customer must confirm to USU GmbH in writing that the software products are being used in accordance with this usage agreement and that the use specified in the order documents is not being exceeded.

4.2.   If the customer's software usage exceeds the contractually agreed-upon usage, the customer will be invoiced for the additional licenses needed, and the unpaid licensing fees will be paid according to these terms.

4.3.   The customer will also allow USU GmbH, upon written request, and not more than once per year, to check the provision and use of the software by the customer with respect to compliance with these terms and the order documents, for which effort USU GmbH will bear the costs. Such a review will be announced at least 30 days ahead of time, be performed during normal business hours at the customer premises and may not unreasonably impair the customer's business operations.

5.   Technology architecture

5.1.   USU GmbH is entitled to combine technology components, content, or services in any way in order to deliver the services in accordance with the module descriptions.

5.2.   If software products are supplied and/or made available for use that were not developed by USU GmbH, the license conditions of the respective manufacturer or licensor shall take precedence. As far as open-source software is concerned, the corresponding open-source license conditions

apply with priority, but only insofar as these do not limit the contractual scope of use and liability for defects.

5.3. Use of the OEM software is limited to use in conjunction with the commissioned USU Software Asset Management modules and components.

6. Data processing

6.1. In compliance with the legal provisions on data protection and effective agreements with the customer on handling personal data, USU GmbH is entitled to access, gather, and process data in the software products in use.

6.2. The purpose of data gathering is exclusively to improve the completeness, quality, and performance of the software products. The Customer benefits directly or in-directly by improving existing functions, developing new functions, or improving services and making them more efficient.

6.3. Only purpose-related processing of individual data shall take place, and at no time shall the customer's total data be processed as a whole.

6.4. USU collects the following data in connection with the stated purpose.

Data	Purpose
Error messages related tot he application	• Proactive troubleshooting and prevention
System information	• Ensuring operation of the application • Improvement of technical support
Catalog data and software vendor data	• Enhancement and improvement of existing catalog content • Improvement of existing application functions • Development of new application functions • Improved prioritization of planned feature enhancements • Improvement of services
Anonymized application usage	• Improvement of user interface • Improvement of usability • Improvement of existing application functions • Development of new application functions • Improved prioritization of planned function enhancements
Statistical data	• Development and publication of benchmarks

6.5.   The customer shall not have any claims arising from the data collected and the associated objectives. The services owed by USU to the customer shall result from the product descriptions or the service agreements.

6.6.   If the collection and storage of customer-specific data is necessary for the provision of customer-specific services, this shall be regulated separately as part of the service agreement. All customer-specific data shall be processed and stored separately without any connection to generically collected data.