

Web-Shop General Terms and Software Usage Conditions CURSOR Software AG and Admin-Scout Provisioning Agreement

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This document consists of two parts.

Part I, contains the Web-Shop terms and conditions of CURSOR Software AG. Part I is generally valid for services offered and purchased via the CURSOR Software AG web shop.

Part II, includes the Admin-Scout Provision Agreement. This part is only for customers who purchase and use an Admin-Scout appliance (Admin-Scout / Intel-x86 Package or Admin-Scout / ARM64 Package).

Part I

Web-Shop General Terms and Software Usage Conditions, CURSOR Software AG

1. Jurisdiction

If the customer is acting in the course of its business, the following terms and conditions as well as system requirements of CURSOR Software AG (hereafter CURSOR) shall apply exclusively for all deliveries and services of CURSOR, ordered or purchased in the CURSOR Internet Web-shop. It is sold exclusively to business customers and in the territory of the European Union and Switzerland.

General purchasing conditions of the customer that contradict or differ from these conditions will not be acknowledged unless CURSOR has consented to the purchaser's general conditions in writing for the particular transaction. These conditions shall also apply to all future deliveries and services to the customer.

To the extent that this is necessary for business purposes, CURSOR shall be entitled to store and process the customer's data within the framework of the data protection laws (in particular § 28 BDSG) by means of electronic data processing.

2. Conclusion of Contract

The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalogue. All quotations are subject to change without notice with regard to price, quantity, delivery period and delivery possibility. CURSOR is entitled to adapt its products and services at any time with effect for the future. By clicking on the button "Buy" / "Order subject to payment" the customer places a binding order of the goods contained in the shopping cart. For the acceptance of the order, the scope of the delivery and service as well as the time of performance, only the order confirmation by CURSOR in text form is decisive.

3. Prices

All prices shall apply ex works CURSOR, Giessen (EXW-Incoterms 2010), excluding packing, postage, carriage, toll, import charges, insurance, and value-added tax applicable at the time of delivery. CURSOR will charge the statutory turnover tax at the rate in effect at the date of performance. If the service is carried out 4 months after the conclusion of the contract, the price shall be adjusted to the changed price basis. The prices charged shall be the prices valid on the day of delivery. The same applies for orders without an explicit price agreement.

Daily rates refer to working days of 8 hours.

Services at weekends or national holidays, as well as holidays in the federal state of Hesse will be charged with 50 % extra charge to the unit price.

Incidental costs like expenses, accommodation expenses, travel costs, and travel time will be charged at cost and are not included in the quoted prices.

Expenses lump sum daily fee: € 24,00 €

Travel costs per kilometer: € 0,55 €

Travel time is working time: hourly rate of principal service

Further costs: per receipt.

4. Delivery, Passing of Risk

Delivery is made ex works CURSOR, Giessen (EXW-Incoterms 2010). The software shall be delivered via download. The software installation in the customer's system environment is carried out in accordance with a separate agreement. Presentations in test programs as well as in product and project specifications do not constitute quality guarantees; insofar as they are not explicitly designated as such.

5. Scope of Rights Granted

The customer is granted a non-exclusive right to use the contractual items.

Without explicit agreement, the rights of use will be granted exclusively for the country in which the customer has a permanent place of business. The rights of use are restricted to the individually named persons - usually specified in the purchase order - at their computer workplace. The software shall only be used by the customer for the agreed contractual purpose. The resale and the commercial distribution of the software are prohibited. Reproduction of the software shall be permitted only

insofar as copies are required in connection with the contractual purpose agreed. The customer may conduct data security measures in accordance with the state of the art and produce back-up copies necessary for this purpose. Backup copies on movable data carriers are to be marked as such and are to be provided with the copyright note of the original data carrier.

The customer is authorized to modify, extend, and re-write the software but only in so far as it is deemed by law to be indispensable or where the agreed use of the software expressly so stipulates. The decompiling of the software shall be permitted only to the extent permitted by law and not before CURSOR has failed to provide the necessary data and/or information for establishing the interoperability with other hard- and software within a reasonable period having been requested to do so in writing. Where CURSOR provides the customer with any supplementary software for the rectification of defects or for maintenance, (e.g. patches or supplements to the user manual), or a new version, (e.g. upgrades or updates), replacing software previously provided, these shall be subject to these terms and conditions.

Where CURSOR provides a new version of the software, the customer's rights in relation to the old software shall cease as soon as the customer actively uses the new software irrespective of the absence of an express request for its return. However, CURSOR agrees to a three-month transition period, during which both versions of the software may be used in parallel. Any reproduction or reworking of user documentation is not permitted. As far as the documentation is integrated in the software, copying and processing is admissible to the extent regulated herein for the software. For third-party products that are sold by CURSOR the third party's conditions of use shall be given priority.

6. Terms of Payment

Customer payments must be made in advance.

Payment charges shall always be for the account of the customer and shall be settled immediately. The customer shall only be entitled to offset undisputed or legally determined counterclaims. Rights of retention can only be exercised if they are based on the same business transaction. In the event of a payment in arrears, all customers related accounts receivable of CURSOR will be due for immediate settlement. The same applies in case of a significant deterioration of the customer's financial situation and payment suspension.

7. Delay in Delivery, Force Majeure

Delivery dates are only approximate except where CURSOR has declared them as binding in writing. Delivery dates shall be subject to CURSOR's receipt of any articles to be supplied in a correct condition and on time, unless CURSOR is responsible for any non-delivery by its suppliers. If CURSOR fails to comply with the agreed schedules of delivery the customer shall set a reasonable grace period for delivery. That period may not be less than three weeks. Where after expiry of such extension the service still has not been delivered and where the customer desires to rescind the contract for this reason or claim damages instead of performance he shall advise CURSOR thereof expressly in writing, and shall set a further appropriate grace period in which to deliver the goods.

In case of force majeure, the delivery obligations of CURSOR shall be suspended; where any essential change arises to the conditions under which the contract was made, CURSOR shall be entitled to rescind the contract. The same release shall apply in cases of shortage of energy or raw materials supplies or in cases of industrial disputes, governmental decrees, breakdowns of transport or of our operations or if CURSOR's suppliers, due to force majeure events or to the foregoing reasons, fail to deliver at all or fail to deliver in a proper or timely manner.

Partial deliveries are permitted insofar as the delivered parts can be used in a practical manner. Each partial delivery may be billed separately.

8. Customer's Cooperation Duties

The customer shall take adequate precautions for the event that the software supplied does not operate properly in whole or in part. He shall test the software thoroughly to ensure it is suitable for his intended purpose before using it operationally. He shall also secure his data in accordance with the current state of the art. He shall ensure that current data from his data stock kept in machine-readable form are reproducible with reasonable effort.

The customer shall take appropriate measures to protect the software from unauthorized access by third parties. The customer is obliged to undertake performance tests immediately before and after the installation and report the results to CURSOR. The customer is obliged to have all of CURSOR's deliveries checked by a competent employee immediately and to send immediate written notification of the defects discovered, including a detailed description of the defect. Condition precedent for reme-

dying defects (see section 5) is the reproducibility or detectability of the deficiencies. Notifications of defects must contain information on the type of defect, the module in which the defect has occurred, as well as the work that has been carried out for purposes of removing the defect.

9. Defects of Quality and Title

CURSOR provides deliveries and services free from material defects or defect in title. Deficiencies which lead to a nominal restriction in the use of the software shall not constitute a material defect. Where, functional impairments of the software result from the hardware and software environment provided by the customer or from incorrect operation, external and damaging data, faults in computer networks or other reasons relating for which the customer is responsible, such functional impairments shall not be considered material defects in the sense of the first sentence.

CURSOR shall give no warranty for software modified by the customer, except where the customer shows that the modification is not the cause of the deficiency. Insofar as the deliveries and services provided by CURSOR are defective and the customer has properly notified them of the same in writing immediately upon their discovery, CURSOR shall at its option deliver a replacement or remedy the defect. CURSOR shall always be granted an opportunity to make such subsequent delivery within an appropriate period of time of at least 8 days. A remedy may be provided in particular by supplying a new program state or by CURSOR demonstrating ways in which the effects of the defect can be avoided. The customer must adopt this new program state if the adjustments required are acceptable.

Repair or replacement in the case of defects in title shall be carried out by CURSOR providing the customer with a lawful way to use the software. CURSOR may exchange the relevant software for an equivalent software package that meets the contractual provisions, provided this is acceptable to the customer. If third parties assert claims against the client due to conflicting property rights, the customer shall inform CURSOR immediately. CURSOR shall dismiss or satisfy the claims at its discretion and in consultation with the customer. The customer shall not accept third party claims of his own volition. CURSOR shall defend such third party claims at their own expense and releases the customer from all expenses associated with such defense, when these are not a result of non-contractual activities by the customer. If the supplementary performance fails to give the desired results, the customer is, in principle, granted the choice either to

demand a reduction of the remuneration or to rescind the contract. Rescission of the contract is only permissible where the customer prior thereto sets a final and reasonable deadline in writing expressly indicating his intention.

10. Compensation for Damages

Except where otherwise provided below any claim of the customer for damages other than those claims set out in section 5 aforesaid are hereby excluded irrespective of the legal grounds upon which it is based. Accordingly, CURSOR is not liable for damages not incurred by the software itself; in particular, CURSOR is not responsible for lost profits or any other pecuniary loss suffered by the customer. Insofar as CURSOR'S contractual liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

The aforesaid limitation of liability shall not apply where the damage incurred has been caused by willful default or by gross negligence, where personal injury has been suffered or where the damages claim is based on product liability law. The same shall apply insofar as CURSOR assumed a guarantee for the quality of the contractual performances conflicting with any of the restrictions on liability.

Where CURSOR is in breach of a material term of the contract its liability to compensate damage to property shall be limited to such loss as was typically foreseeable at the time the contract was made. A material terms of the contract shall be any term which places the customer in the legal position provided for under the contract in terms of its content and purpose and any term which must be complied with in order to ensure proper performance of the contract and upon the performance of which the customer relied or could be reasonably expected to rely.

Beyond the aforesaid CURSOR shall only be liable to the extent of its insurance coverage insofar as CURSOR is insured against the damage which has been incurred and subject to payment of the insurance benefit.

Any further liability for damages shall be excluded. CURSOR reserves the right to raise the defense of contributory negligence.

11. Limitation Period

The limitation period for defect claims concerning deliveries and services of CURSOR as well as for claims for damages amounts to one year from the time of delivery.

Where there is a defect in title based on the violation of a third party's property right which can cause the surrender of the software the statutory limitation period shall apply.

For any other contractual claims brought by the purchaser the limitation period is one year from the legal start of the period. Claims become time barred at latest on the expiration of the maximum statutory periods. The statutory limitation periods shall apply to cases of personal injury (including violation of an individual's freedom) and to cases of willful default and gross negligence

12. Privacy and Data Security

The contracting parties shall be obliged to treat as strictly confidential all commercial and company secrets revealed to them by the other party or becoming known to them during execution of the contract, including all information that is marked confidential. The contract partners shall store and secure the subject matter of the contract in such manner that the misuse through third parties is not possible. The contracting parties will store and secure these materials in such a way that third parties are unable to access them.

This duty to preserve confidentiality shall not apply for information and documents, which are already publicly known and accessible at the time of disclosure or already known to the receiving party at the time of disclosure or which is rightfully received from a third party.

The customer is hereby informed that CURSOR will collect, store, and process its data to the extent that is necessary to complete the contract and on the basis of data protection regulations, and that if necessary this data will be passed to third parties.

13. Final Provisions

Verbal agreements in relation to this contract have not been made. Any changes or supplements shall require a written agreement with a reference to the respective contract. The same shall apply to the cancellation of the contract.

In case one clause should prove to be or become ineffective or incomplete these terms and conditions shall remain in legal effect. The parties agree to replace the invalid clause by a regulation, which corresponds as closely as possible to the commercial purpose of the invalid clause. German Law governs all legal relations that arise between the parties from this contract with excluding the UN Law on International Sales (CISG).

If the customer is a business or if his domicile/branch is abroad, the place of jurisdiction for any disputes arising from claims of either one of the parties to this contract shall be exclusively the registered office of CURSOR.

14. Revocation Instruction / Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the invoice date.

In order to exercise your right of revocation, you must have received the

Inform CURSOR Software AG of your decision to revoke this agreement by means of a clear declaration (e. g. letter, fax or e-mail).

In order to comply with the revocation period, it is sufficient that you send the notice of revocation prior to the expiry of the revocation period.

Consequences of the revocation

If you revoke this contract, we will be obliged to refund all payments received from you, including delivery costs, immediately and at the latest within fourteen days from the date on which we receive notice of your cancellation of this contract. We will use the same means of payment for this repayment as you used in the original transaction, unless otherwise expressly agreed with you; in no case will you be charged for this repayment.

End of the revocation instruction.

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Part II

Admin-Scout Provisioning Agreement

This agreement regulates the provision of software and services for a limited period by

CURSOR Software AG
Friedrich-List-Strasse 31
D - 35398 Gießen | Germany
(hereinafter called CURSOR).

Upon placing an order for Admin-Scout software and services, this provision agreement is concluded between the ordering company (hereinafter referred to as Subscriber) and CURSOR.

The Subscriber is a company with its registered office in the European Union or Switzerland. Outside of the European Union or Switzerland, as well as to private individuals, this agreement does not apply. Separate agreements must be made for these cases.

Fundamentals

The Admin-Scout for Informix (the Admin-Scout) is a combination of different software components with the goal to support the administration of IBM Informix databases. The Admin-Scout is made available to the Subscriber as a virtual appliance (the appliance) within the framework of this provisioning agreement. CURSOR offers different ports of the appliance, for ARM64 or Intel x86 platforms.

The appliance includes a server based on a Debian GNU/Linux operating system (Debian or Raspbian), including supporting software for building a web server.

The server is a platform for system and database monitoring software. For system monitoring, the open source software Icinga 2 is pre-installed and the IBM OpenAdmin Tool for Informix (OpenAdmin Tool) is preinstalled for database monitoring.

1.) Contract Objects

1.1 CURSOR Enhancements

With the Admin-Scout, CURSOR provides extensions from its own development. These extensions are the Admin-Scout Scripts, the Admin-Scout Plug-in Package, and the Admin-Scout Console. The Admin-Scout Plug-in Package is integrated into the pre-installed OpenAdmin Tool. The plug-in package is accessed via the OpenAdmin Tool.

The CURSOR enhancements are subject to constant further development. The scope of services can be found in the current technical documentation supplied with the appliance.

In addition to the CURSOR enhancements, CURSOR provides the user-relevant documentation online on the appliance. The documentation will be updated in the course of further development.

1.2 CURSOR Services

Deployment of the admin scouts includes prior services such as installation and integration of the software into the appliance. A basic configuration of the monitoring software and, in particular, a pre-assignment of parameters with practice-relevant values takes place before delivery.

CURSOR provides the customer with further developments to the CURSOR extensions described in 1.1. Appliance-, system- or database monitoring software updates, are made available if their use is technically necessary or functional. CURSOR is responsible for this decision.

Notifications of further developments will be notified to the Subscriber or a designated employee of the Subscriber via e-mail. The program images and updates are provided on the CURSOR Service Distribution website (www.cursor-distribution.de). A download of the programs by the Subscriber or his employee is only possible after prior registration and during the term of this agreement.

2.) Usage

2.1 Provision

The scope of the services provided by CURSOR includes items 1.1 and 1.2. CURSOR provide the Subscriber the Contract Objects for a fee for use within a fixed period of time.

The Subscriber does not acquire any ownership rights to the Contract Objects and no right of use beyond the agreed period of time.

2.2 Scope of use

The Admin-Scout is provided independently of persons and can be used by several administrators. CURSOR does not specify the number of monitored servers and instances.

The use of the Contract Objects is limited to Informix database systems within the Subscribers company. A transfer, passing on to third parties, selling, renting etc. is not allowed.

The Subscriber uses the Admin-Scout for his own purposes and at his own discretion.

CURSOR makes no binding statements regarding the suitability and use of the Admin-Scout in the subscriber's environment. If it turns out that the Admin-Scout is not suitable for the subscriber's intended use, the subscriber has the possibility to withdraw from this provisioning agreement within a period of 30 days after provision.

2.3 Debian

Debian is pre-installed as an operating system for the Intel x86 port of the appliance. The Debian version Raspbian is preinstalled for the ARM64 port. The use of Debian or Raspbian by the Subscriber is in accordance with the Debian Free Software Guidelines (DFSG). The acceptance and adherence to the DFSG by the Subscriber is a prerequisite for using the Admin-Scout.

The DFSGs are stored on the appliance and can be viewed online via the menu items • Admin Scout Help, • License Notes, • Debian. If access is not possible, the DFSGs can be requested directly from CURSOR or accessed via the following link:

www.debian.org/social_contract#guidelines.

2.4 Icinga 2

Icinga 2 is pre-installed. Licensing to the Subscriber and use of Icinga 2 by the Subscriber is done in the relationship between The Icinga Project / Icinga.org as licensor

and the Subscriber. The acceptance of the Icinga 2 GNU GPL-2 Open Source license by the Subscriber is a prerequisite for using the Admin-Scout.

The Icinga 2 license is stored on the appliance and can be viewed online via the menu items • Admin-Scout Help, • License Notes, • Icinga 2. If access is not possible, the terms and conditions can be requested directly from CURSOR or Icinga www.icinga.org.

2.5 IBM OpenAdmin Tool for Informix

The OpenAdmin Tool is pre-installed. IBM provides Informix licensees with the OpenAdmin tool together with the Client Software Development Kit (the Client SDK) as a supported program. The OpenAdmin Tool is used within the framework and according to the requirements of IBM Informix database licensing for the supported systems.

2.6 Prerequisites

Prerequisites for using the Admin-Scout are:

- acceptance of the Debian Free Software Guidelines by the Subscriber (see 2.3);
- acceptance of the Icinga 2 GNU GPL-2 Open Source license by the Subscriber (see 2.4);
- valid IBM Informix database licenses for all Informix database servers to be supported (see 2.5),
- Informix version of the servers at least release 11.50 or higher.

2.7 Installation, integration and utilization

The installation and integration of the Admin-Scout into the system environment, is carried out by the Subscriber. CURSOR does not provide any support within the scope of this agreement and refers to the accompanying documentation.

Except for the correction of errors caused by the Contract Objects, CURSOR does not provide support for the use of the admin Scout and no support for the monitored systems of the Subscriber under this agreement, with the exception of the services defined in 1.2.

CURSOR offers separate services for installing, configuring and using the Admin-Scout. CURSOR offers service packages and individual solutions for these services, including extensive support in Informix administration. Interested parties are asked to request these services directly.

3.) Terms, termination, invoicing, fees

3.1 Terms

The Contract Objects will be made available by CURSOR for a period of 12 months from the date of invoicing (annual anniversary).

If no notice of termination is given, the provision is automatically extended by a further term of 12 months until the following anniversary.

3.2 Termination

The Subscriber or CURSOR may terminate the provision with a notice period of four weeks at the end of the respective term. Notice of termination must be given in writing (email) and must be sent to the company address of CURSOR or the Subscriber.

3.3 Immediate termination

CURSOR is entitled to terminate the contract immediately in the event of violations of the terms of this provision agreement by the Service User. In this case, the Subscriber shall no longer be entitled to continue to use the Contract Objects. Payments are not reimbursed for any outstanding terms.

3.4 Usage after termination

After termination or expiry of the provision period, the Subscriber has no longer the right to use the Contract Objects.

3.5 Invoicing

Invoicing is carried out at the beginning of each term over the entire term.

4.) General Provisions

4.1 CURSOR Web-Shop GTC

This provision agreement is subject to the Web-Shop Terms and Conditions of Use of CURSOR Software AG (the CURSOR Web-Shop GTC, Part I of this document). Provisions of the provision agreement that deviate from the CURSOR Web-Shop GTC shall take precedence.
