



Usage rules

Of E(i)xM software
For all editions

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CONTRACT

REQUIREMENTS: RIGHT OF USE for all editions'

General Provisions

By downloading, installing or copying the software, consent to the agreement by mouse click, access to the program or any other use of the software, the customer agrees to the terms of this agreement. If you accept these terms on behalf of the customer, you warrant and confirm that you are entitled to require the customer to comply with these terms.

Proof of Entitlement (PoE)

Proof for the legitimate use of the usage is the first paid invoice of the service (or software). In addition, the proof of entitlement provides information about the customer's claim for support.

The 'right of use'

The software is the property of LVI AG and is copyrighted and licensed but not sold. The customer receives the software partly in form of source code (*) and an English documentation how to install and use it. The to be delivered service and maintenance is based on the selected edition

It includes the software as well as complete or partial copies thereof

- source code (*)
- machine-readable instructions and data
- components, files and modules
- audiovisual content (e.g. illustrations, texts, recordings or pictures) and
- corresponding license material (e.g. key and documentation).

(*) SAP MONI any version delivers the ABAP source code. The customer has to provide the NWRFCSDK of SAP and to implement the ABAP Code on the to be monitored SAP instances.

(GENERAL): Databases are delivered pre-configured as containers and the customer is responsible for the required license to use it.

Updates, Fixes and Patches (based on chosen edition)

If the customer receives updates, fixes, or patches for a software, then the customer accepts all additional or deviating terms, which are listed in the information for the updates, fixes, or patches. If no additional or deviating conditions are provided, the updates, fixes or patches are subject to this agreement. If the software is replaced by an update, the customer agrees to immediately terminate the use of the replaced program.

Duration and Termination of the Service (based on chosen edition)

Is defined within the contract.

Fees

The fees base on chosen edition, which is documented in the certificate of entitlement. LVI AG will not grant any credits or refunds for any fees due or payable, except as otherwise provided in this agreement.

Taxes and Duties

The customer shall bear the taxes, duties and charges associated with the software. From the date on which the customer receives the program, he is responsible for all the taxation related to the program. If import or export of the program, transfer, access to the program or use of the program outside of the country in which the original customer received the license, duties, taxes, duties or charges are levied on the program, The customer shall bear all applicable taxes, duties or charges and will pay the invoiced amount.

Warranty

LVI AG does not give any warranty. If a warranty is agreed in another contract, it applies only to the unchanged part of the software. LVI AG does not ensure continuous or error-free operation of the software or the correction of all errors. The customer is responsible for the results of the use of the software.



Terms of Payment

The prices are in € or \$, excluding VAT. Invoices are due 30 days after the invoice date.

Exclusions

These conditions of warranty are final and replace all other possible warranty claims of the customer.

Applicable law

Both contracting parties agree to comply to the laws of the country in which the program license was acquired from the licensor (Switzerland) and to comply to the rights and obligations of the customer and LVI AG which arise from the content of this agreement or are in any way connected to it, regardless of different legal bases



General

Support (based on chosen edition)

- Refer to document “Standard Priority Support Information”