

Simply. More. Efficient.



SPECIAL CONDITIONS  
for License Purchase  
Version 1.0 from  
08.09.2023



## 1 Scope of Application

- 1.1. These SPECIAL CONDITIONS FOR LICENSE PURCHASE shall apply to the transfer of software by tegos to the CUSTOMER for an unlimited period of time.

## 2 Subject Matter of Performance

- 2.1. The subject matter of the service is the unlimited transfer of the software specified in the SERVICE DESCRIPTION and the granting of a right of use.

## 3 Rights of Use and License Terms

- 3.1. Unless otherwise stated in the relevant license conditions, the CUSTOMER shall be granted a non-exclusive right to use the software offered via the tegossuite platform for an unlimited period of time upon full payment of the fee.
- 3.2. The software may only be used simultaneously by a maximum number of natural persons corresponding to the licenses purchased by the CUSTOMER.
- 3.3. The permissible use includes the installation of the contractual software, loading into the main memory and the intended use by the customer. The number of licenses and the type and scope of use shall otherwise be determined in accordance with the specifications in the DESCRIPTION OF SERVICES.
- 3.4. Under no circumstances shall the CLIENT have the right to lease or otherwise sub-license the purchased software, to publicly reproduce or make it accessible by wire or wireless means or to make it available to third parties against payment or free of charge, e.g. by way of application service providing or as "software as a service".
- 3.5. The CUSTOMER shall only be entitled to decompile and reproduce the software to the extent provided for by law. However, this shall only apply provided that tegos has not made the necessary information available to the CUSTOMER upon request within a reasonable period of time.

- 3.6. If the CUSTOMER uses the software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of use permitted) or quantitatively (with regard to the number of licences acquired), the CUSTOMER shall immediately acquire the rights of use necessary for the permitted use. If he fails to do so, tegos shall assert the rights to which it is entitled.
- 3.7. Prior to full payment of the remuneration, all data carriers and the documentation handed over are subject to retention of title.