

Cubeware CSP C8

Licensing Guide

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1. Information on Licensing Cubeware Software

1.1. Preamble

These license terms govern the acquisition and use of software produced by Cubeware ("software") and supplement the licensing terms of third-party software vendors where Cubeware markets or bundles such software. Unless otherwise agrees, the license agreement will come into effect on installation of the software. These terms do not apply to software sold before 01/12/2014 (e. g. Cubeware Cockpit V6pro, Cubeware Team Server, Cubeware Importer V6, etc.).

The purpose of this document is to regulate the acquisition and use of software from product version "Cubeware Solutions Platform C8" (CSP C8) onwards.

This document is intended to provide information as well serve as the basis for the contractual relationship between Cubeware and the end user (End User License Agreement; EULA). Any rights granted to Cubeware software products only extend to said products. The licensing of third-party products, including any license fees that may be due for outputting (e. g. visualising), inputting or extracting data from systems of third-party vendors is the sole responsibility of the contracting party.

1.2. Definitions

1.2.1. General

1.2.1.1. The Cubeware portfolio of products is grouped into three product categories: Frontend, Server, Backend.

1.2.1.2. Cubeware distinguishes between named, concurrent and server-based licenses.

- **Named licenses** entitle the named users (natural users) to use the software. The number of users corresponds to the number of named licenses. They may be only be used in connection with a physical or virtual system. It is not possible to use a named license simultaneously on several systems.
- **Concurrent licenses** define a pool of licenses (ports) that are allocated by a CSP C8 server instance to users dynamically. The total number of actual users may exceed the number of concurrent licenses. The maximum number of users who may log on simultaneously included in the right of use corresponds to the number of concurrent licenses.
- **Server-based licenses** entitle users to use a product on a physical or virtual server system.

1.2.1.3. The rights of use granted in the server product category depend on the type and number of user licenses managed (named/concurrent/server-based). The key determining factor for this ("virtual named ports", VNPs for short) is defined and limited by the server edition purchased by the contractual partner (hereafter → "CP"). VNPs constitute the total number of named and server-based licenses that may log into production instances (DEV and PROD instances) on the server, or 2.5 times the number of concurrent licenses that may log into the server.

1.2.2. Cubeware Solutions Platform C8

The "Cubeware Solutions Platform C8" (CSP C8 for short) is the term applied to the entirety of Cubeware instances. There are three classes of instance available depending on the server edition:

- Production instance (DEV/PROD)
- Test instance (TEST)
- Standby instance (STANDBY).

1.2.3. Product Category Frontend

1.2.3.1. C8 Cockpit

C8 Cockpit is the report design and visualisation tool on the CSP C8 platform.

C8 Cockpit is used to store report definitions (e. g. standard reports, dashboards, analyses and input masks for planning solutions) in C8 Server, which are then available to all users (including users of other frontend products) with the requisite authorisation.

It is possible to visualise data from various data sources (relational and multi-dimensional) in table form or as diagrams using corresponding C8 Connects.

1.2.3.2. C8 Cockpit Consumer

C8 Cockpit Consumer is a version of C8 Cockpit with restricted functionality and can be used for groups of users who do not require the full functional scope of C8 Cockpit. Restricted functionality applies in particular to the creation of new reports, saving reports and the availability of the "Own reports" folder.

1.2.3.3. C8 Cockpit Viewer

C8 Cockpit Viewer is a version of C8 Cockpit Consumer with restricted functionality and can be used for specific groups of users who do not require the full functional scope of C8 Cockpit Consumer. Restricted functionality applies in particular to the input of data. It is not possible to enter relational or multi-dimensional data; entering values into filter objects and switching filters in reports is, however, possible.

1.2.3.4. C8 Mobile Consumer

As a native application, C8 Mobile Consumer enables mobile access to report definitions (e. g. standard reports, dashboards, analyses and input masks for planning solutions) stored in C8 Server via C8 Cockpit.

1.2.3.5. C8 Mobile Viewer

C8 Mobile Viewer is a version of C8 Mobile Consumer with restricted functionality and can be used for groups of users who do not require the full functional scope of C8 Mobile Consumer. Restricted functionality applies in particular to data input.

1.2.3.6. C8 Snack

C8 Snack allows reports created by C8 Cockpit to be displayed in a supported messenger application or in Cubeware Apps (Snack Mode).

1.2.4. Product Category Server

C8 Server is the central repository for the CSP C8 platform where report definitions (e. g. standard reports, dashboards, analyses and input masks for planning solutions) are stored. In addition, the C8 Server manages and allocates all the licenses, users and user authorisations available on the CSP C8 platform. Finally, the C8 Server is the central link between products, modules and connects that may be supplied with the various combinations of Cubeware software editions.

1.2.4.1. Virtual Named Ports (VNP)

Virtual named ports is the term used to denote the number of clients able to interact with the servers in production instances. They constitute the total number of named and server-based licenses that may log into production instances (DEV and PROD instances) on the server, or 2.5 times the number of concurrent licenses that may log into the server. The number of usable VNPs is defined and limited by the sever edition purchased by the CP. Additional licenses supplied with the server editions by default are not included in this number.

1.2.4.2. Connects

Connects are drives used to connect databases to CSP C8 Server. The system is always supplied with ODBC and OLE DB connection types as standard for accessing relational databases. The actual connects supplied depend on the server edition that is purchased. Connects are only available with server editions. Writing data to relational databases is always possible by default. Writing data to multi-dimensional databases requires the purchase of a server edition that includes the Plan module (see below).

1.2.4.2.1. C8 Infor Connect (ION BI)

C8 Infor Connect provides access to the Infor ION BI OLAP database from products in the frontend category (e. g. C8 Cockpit). It also allows access from products in the backend category (e. g. C8 Importer) for modelling an ION BI multi-dimensional Infor ION BI database, implementing structure (dimensions) and importing data into Infor ION BI cubes. This connect also allows an Infor ION BI database to be used as a source for further data processing in backend category products.

1.2.4.2.2. C8 MS AS Connect (AS)

C8 MS AS Connect consists of two components. First, an access component for multi-dimensional MS AS OLAP models (BISM multi-dimensional) and tabular OLAP models (BISM tabular). The second component, used in conjunction with backend category products (e. g. C8 Importer), allows the multi-dimensional modelling of an MS AS OLAP model, the implementation of structures (dimensions) and the import of data into OLAP cubes. The access component can also be used in backend category products to access MS AS OLAP models as a source for further data processing.

1.2.4.2.3. C8 SAP Connect (SAP)

C8 SAP Connect allows relational access to data in SAP ERP and SAP BW systems. This relational access can be performed from frontend and backend category products. In addition, backend category products can use existing write BAPIs to write relational values back to SAP ERP and SAP BW systems. Multi-dimensional access to SAP BW (queries) is possible with backend category products. Purchasing the server edition supplied with C8 SAP Connect also includes the SAP Extraction Framework.

1.2.4.2.4. C8 IBM Database Connect (CW1/TM1)

C8 IBM Database Connect enables access to the Cubeware CW1 and IBM Cognos TM1 OLAP databases from frontend category products (e .g. C8 Cockpit) as well as from backend category products (e. g. C8 Importer) for modelling a multi-dimensional Cubeware CW1 or IBM Cognos TM1 database; it also allows the implementation of structures (dimensions) and the import of data into Cubeware CW1 or IBM Cognos TM1 cubes. This connect also allows a Cubeware CW1 or IBM Cognos TM1 database to be used as a source for further data processing in backend category products.

1.2.4.2.5. C8 Oracle/Essbase Connect (Essbase)

C8 Oracle/Essbase Connect allows frontend category products to access the Oracle Essbase multi-dimensional database. This connect also allows an Oracle Essbase database to be used as a source for further data processing in backend category products.

1.2.4.3. Instances

CSP C8 Server distinguishes between three classes of instance:

- Production instance (DEV/PROD)
- Test instance (TEST)
- Standby instance (STANDBY)

Due to the multi-instance capability of CSP C8 Server it is theoretically possible to run an infinite number of these types of instance. The types of instance differ with regard to their functional use.

Frontend and backend category products are assigned to exactly one production instance and are registered in the relevant license key.

It is not permitted to use TEST instance productively. The TEST instance is used for preliminary quality assurance before use in a production instance.

STANDBY instances serve as a backup in the event of a failure of the production instance. It is not an automated failover system. It must be taken live either manually or using a project solution. STANDBY licenses only allow one STANDBY instance to run as a copy of a PROD instance.

1.2.4.4. Modules

Modules are functional components of CSP C8 Server and part of the edition purchased. The actual modules supplied depend on the server edition that is purchased. Modules are only available with server editions.

1.2.4.4.1. Maps

The Maps module allows the use of shapes (e. g. Maps or building plans) in frontend category products. The shapes required for this are stored within CSP C8 Server and are based on the ESRI file standard. Shapes can represent geographic objects such as surfaces (e. g. countries), paths (e.g. roads or rivers) and points (e. g. towns). However, shapes can also be used to visualise freely definable values.

1.2.4.4.2. Auto Export

The Auto Export module allows the automated and dynamic distribution of reports stored in CSP C8 Server (dispatch to e-mail recipients, reports in directories) in various formats. The functionality enables the personalised and iterative distribution of reports to recipients. Third-party vendor licenses may be required to perform this automated distribution (multiplexing).

1.2.4.4.3. Plan

The Plan module allows values to be input by frontend category products to the following multi-dimensional databases:

- Cubeware CW1 – powered by IBM
- IBM Cognos TM1, respectively IBM Planning Analytics 2.0
- Microsoft SQL Server Analysis Services
- Infor ION BI
- Oracle Essbase

1.2.4.5. Editions

CSP C8 Server is available in the main editions of Standard, Universal, Professional and Enterprise and in the backend editions BE Standard and BE Professional.

All editions differ through their scope of function and their management capacity for VNP. By default, CSP C8 Server comes with a named license for C8 Cockpit and a named license for C8 Mobile Consumer. These are supplied firmly linked to the DEV production instance. Each edition of CSP C8 Server comes with at least two production instances by default (DEV and PROD).

If a C8 Importer license is purchased, an additional C8 Importer Loader license is supplied free of charge for both DEV and PROD (instances/server-based licenses), if no C8 Importer Loader exists.

In addition, a license for the SAP Extraction Framework is supplied free of charge for each production instance where C8 SAP Connect is present.

1.2.4.5.1. Standard Edition

The Standard Edition of CSP C8 Server includes two production instances (DEV and PROD) as well as the C8 connects C8 CW1, C8 IBM/TM1, C8 MS AS, and C8 Infor together with the modules Maps, Export and Plan. Purchasing this license authorises the use of up to 30 VNPs.

1.2.4.5.2. Universal Edition

The Universal Edition of CSP C8 Server includes two production instances (DEV and PROD) as well as the C8 connects C8 CW1, C8 IBM/TM1, C8 MS AS, and C8 Infor together with the modules Maps, Export and Plan. Purchasing this license authorises the use of up to 100 VNPs.

1.2.4.5.3. Professional Edition

The Professional Edition of CSP C8 Server includes two production instances (DEV and PROD), one test instance (TEST) and one standby instance (STANDBY), the C8 connects C8 Essbase, C8 CW1, C8 IBM/TM1, C8 SAP, C8 MS AS, and C8 Infor together with the modules Maps, Export and Plan. Purchasing this license authorises the use of up to 250 VNPs.

1.2.4.5.4. Enterprise Edition

The Enterprise Edition of CSP C8 Server includes an unlimited number of production (DEV and PROD) and test instances (TEST), the C8 connects C8 Essbase, C8 CW1, C8 IBM/TM1, C8 SAP, C8 MS AS and C8 Infor together with the modules Maps, Auto Export and Plan. As a matter of principle, purchasing this license authorises the use of an unlimited number of VNPs.

1.2.4.5.5. Backend Edition Standard

The C8 Importer can only be connected to Backend Editions. No additional frontend products can be connected to the servers other than the licenses included in this edition. Purchasing this license authorises the use of up to 6 VNPs.

The BE-Edition Standard of CSP C8 Server includes two production instances (DEV and PROD), the connects C8 CW1, C8 IBM/TM1, C8 MS AS as well as read and write access to relational SQL databases. It also includes the modules Plan, Auto Export and Maps.

1.2.4.5.6. Backend Edition Professional

Like Backend Edition Standard, however with a test instance TEST and the connects Essbase and C8 SAP. Purchasing this license authorises the use of up to 12 VNPs.

1.2.5. Product Category Backend

1.2.5.1. C8 Admin

The C8 Admin licenses C8 Server Manager, the administrative tool for C8 Server. Where C8 Admin is explicitly purchased and does not come with the acquired edition by default, the licenses must be included in the number of VNPs of the required type (VNP relevance).

1.2.5.2. C8 Importer

C8 Importer enables the automated extraction, verification and merging of data from various systems to relational and multi-dimensional structures. These steps are performed graphically using drag & drop and can also be extended using a scripting language.

1.2.5.3. C8 Exporter

C8 Exporter enables automated distributions to be processed. Each production instance of every server edition supplied comes with concurrent C8 Exporter license as standard, provided the Auto Export module is present.

However, it is necessary to purchase a separate license for every additional optional instance supplied when purchasing and operating C8 Server Enterprise Edition when C8 Exporter is required.

Export-related server tasks are always allocated to one C8 Exporter license. By default, it is a concurrent license.

Only one single task at a time can be performed when a named license is used.

1.2.5.4. C8 Importer Loader

C8 Importer Loader is a C8 importer without a graphical user interface and is used to execute specified import definitions on computers where C8 Importer is generally not installed.

It is possible to use C8 Importer Loader when a C8 Importer license is run as part of a shared solution in a C8 Server production instance.

1.2.5.5. C8 SAP Connect Loader

C8 SAP Connect Loader is used to execute SAP import definitions on computers where C8 SAP Connect is generally not installed.

It is possible to use a C8 SAP Connect Loader when SAP Connect is run as part of a shared solution in a C8 Server production instance.

When using the C8 SAP Connect Loader the contractual partner is obliged to comply with the SAP license terms.

1.2.6. Product Category Database

1.2.6.1. Bundled databases

The databases bundled with Cubeware products have the full functional scope required to run with Cubeware products at a price that is significantly lower than if they were purchased separately. For this reason, the bundled databases may only be used with the Cubeware products they come bundled with and only to an extent corresponding to the Cubeware product licensing.

1.2.6.1.1. Cubeware CW1 – powered by IBM

Cubeware CW1 is an IBM Cognos TM1 Enterprise Edition that is bundled with Cubeware products. Licensing Cubeware CW1 means that it is no longer necessary to separately license IBM Cognos TM1 in accordance with the otherwise customary IBM license, e. g. in accordance with infrastructure performance data.

Cubeware CW1 may only be used as a component of a Cubeware C8 solution.

Cubeware CW1 includes the full functional scope of IBM Cognos TM1 Enterprise Edition. The functions and individual products may only be used to the extent required to run the licensed Cubeware solution. In order to provide the required functional scope, each licensed Cubeware CW1 user is able to use the following IBM TM1: TM1 Server, TM1 Architect, TM1 Turbo Integrator, TM1 Web, TM1 Perspectives, Cognos Analysis for Microsoft Excel (CAFE).

As of version 11.0 of the “IBM Cognos TM1 Enterprise Edition” the name of this product has been changed to “IBM Planning Analytics 2.0”. According to this change, the names of its components have been changed as well:

TM1 Server → IBM Planning Analytics Local TM1 Server

TM1 Architect → IBM Planning Analytics TM1 Architect

TM1 Turbo Integrator → IBM Planning Analytics Turbo Integrator

TM1 Perspectives → IBM Planning Analytics for Microsoft Excel

CAFE → IBM Planning Analytics for Microsoft Excel

It is not permitted to use the functional scope of IBM Cognos TM1 or its individual products supplied beyond what is necessary to run the Cubeware solution.

In addition, the following applies to the use of TM1 Web, TM1 Perspectives and Cognos Analysis for Microsoft Excel (CAFE), respectively for their successor products:

- Each user of the aforementioned products requires a Cubeware license for C8 Cockpit, C8 Cockpit Consumer or C8 Cockpit Viewer.
- A named or concurrent C8 Cockpit license is possible.
- The appropriate Cubeware licensing terms apply for entering data into the TM1 database via the aforementioned products.
- For example: Licensing a user for C8 Cockpit Viewer does not permit the user to enter data into the TM1 database via the aforementioned products.

1.2.6.1.2. IBM TM1 Express - ASL and IBM TM1 Enterprise Edition - ASL

The products IBM TM1 Express – ASL and IBM TM1 Enterprise Edition – ASL, respectively their successor products, see above, distributed by Cubeware are IBM TM1 databases bundled with Cubeware products.

1.2.6.1.3. Microsoft SQL Server, Runtime

The Microsoft SQL Server Runtime product is a Microsoft SQL database bundled with Cubeware products.

1.2.6.1.4. INFOR ION BI, Runtime

The product INFOR ION BI, Runtime distributed by Cubeware is an INFOR ION BI database bundled with Cubeware products.

1.2.6.2. Full Database Versions

Cubeware also sells the products IBM TM1 Enterprise Edition, IBM TM1 Express, respectively their successor products, see above as well Microsoft SQL Server and INFOR BI Server as full versions.

Unlike the bundled versions, these products are not subject to restrictions and can therefore be used with Cubeware products as well as for other purposes independent of a Cubeware installation.

Full versions are only subject to the licensing terms and conditions of the relevant manufacturer.

1.3. License purchase and license metrics

1.3.1. Fundamentals

1.3.1.1. Necessity of a server

Products from the Frontend and Backend categories can only be operated in combination with a product from the Server category.

1.3.1.2. No mixed operation of purchased and rented products

A Cubeware Solution Platform C8 (→ 1.2.2) can consist solely of purchased or exclusively rented products.

1.3.2. Relationship with V6pro

The Cubeware C8 Solutions Platform C8 is a product that is independent of previous versions. It should not be viewed in part or in its entirety as an update or release of an earlier product. However, with regard to earlier Cubeware products, an "end of life" will become effective as of 31/12/2016 at the latest with the availability of C8. Contrary to contractual provisions governing software maintenance, this deadline has been extended by one year in favour of the CP.

If a CP with products from the V6pro portfolio holds a valid software maintenance agreement at 30/06/2015, he will be upgraded and migrated to the CSP C8 portfolio in accordance with the following (migration) specifications by this date at the latest. This serves to define the entitlement to an upgrade. It does not constitute an obligation to actually migrate. Cubeware wishes to point out that, with the end of life at 31/12/2016, no further updates or releases will be provided for the V6pro product portfolio. However, existing software maintenance agreements will not be affected by this even after this date. We therefore explicitly recommend timely technical migration.

1.3.3. License acquisition

A right to use the software products of Cubeware GmbH can be purchased by purchasing or renting a license.

A mixed operation of purchased and rented software is not possible during an installation. It is not possible to complement an installation of purchased software products with rented products and vice versa.

1.3.3.1. Software purchase

When purchasing the software, the customer acquires a temporal unlimited right of use.

1.3.3.2. Software rental

The software rental is not a cloud solution or "pay per use" usage. The rental does not include the provision of infrastructure or services. By rental of the software, the customer acquires a time-limited right of use which corresponds in its scope to the temporally unlimited right of use with the purchase.

1.3.3.2.1. Duration of Usage in rental

The rental period is contractually agreed. At the end of the agreed rental period, the right to use the software will expire. The customer is obliged to discontinue use and to uninstall the software after the end of the rental period. The customer is obliged to confirm to Cubeware within 30 days, that the software has been uninstalled.

1.3.3.2.2. Software maintenance in rental

With the conclusion of a software rental agreement, a software maintenance contract is automatically concluded. The software maintenance contract has the same duration as the associated rental contract. The scope of the software maintenance contract corresponds to the services of a separate maintenance contract in the context of a license purchase. The software maintenance fees are included in the agreed rental price.

1.3.4. Products

The Cubeware Solutions Platform C8 is a portfolio of products that is grouped into four product categories: frontend, server, backend and database.

1.3.4.1. Frontend

The following products are available in the frontend product category:

- C8 Cockpit
- C8 Cockpit Consumer
- C8 Cockpit Viewer
- C8 Mobile Consumer
- C8 Mobile Viewer
- C8 Snack

These products can be licensed as named and concurrent licenses.

Licensed product	License use included for following products
C8 Cockpit	C8 Cockpit C8 Cockpit Consumer C8 Cockpit Viewer C8 Mobile Consumer C8 Mobile Viewer C8 Snack
C8 Cockpit Consumer	C8 Cockpit Consumer C8 Cockpit Viewer C8 Mobile Consumer C8 Mobile Viewer C8 Snack
C8 Cockpit Viewer	C8 Cockpit Viewer C8 Mobile Viewer C8 Snack
C8 Mobile Consumer	C8 Mobile Consumer C8 Mobile Viewer C8 Snack
C8 Mobile Viewer	C8 Mobile Viewer C8 Snack
C8 Snack	C8 Snack

Frontend category licenses can only be used in combination with CSP C8 Server licenses if there are free VNPs available when the licenses are purchased, taking into account products that are already in use, and provided that it is possible to combine the selected product with the edition in question.

1.3.4.2. Server

The server product category includes the main editions of Standard, Universal, Professional and Enterprise as well as the backed editions of BE Standard and BE Professional.

In the server product category, licensing is determined by the extent to which user licenses (named/concurrent/server-based) are managed in technical terms. The key determining factor for this ("virtual named ports", VNPs for short) is defined and limited by the sever edition purchased by the CP. VNPs constitute the total number of named and server-based licenses that may log into production instances (DEV and PROD instances) on the server, or 2.5 times the number of concurrent licenses that may log into the server.

Frontend and backend category products used in combination with CSP C8 Server must always be explicitly assigned to a production instance as part of the requirement for license keys. The required license keys can only be issued after this assignment.

1.3.4.3. Backend

The following products are available in the backend product category: C8 Importer, C8 Exporter, C8 Admin, C8 Importer Loader and C8 SAP Connect Loader.

The products C8 Importer, C8 Exporter and C8 Admin are available as a named license and concurrent license.

The products C8 Importer Loader and C8 SAP Connect Loader are simply available as server-based licenses depending on the infrastructure operated.

Backend category licenses can only be used in combination with CSP C8 Server licenses if there are free VNPs available when the licenses are purchased, taking into account products that are already in use.

1.3.4.4. Database

The database product category provides databases from third-party vendors bundled with Cubeware products that include the full functionality of the relevant database required for operation with the licensed Cubeware product.

The databases are also available as full versions without any restrictions on their use.

1.3.5. Migration

License holders of previous versions of software supplied by Cubeware have the option of migrating to CSP C8 free of charge provided the license holder has a valid agreement for software maintenance services for the products to be migrated and all open invoices for software maintenance fees have been paid at the time of the general availability of CSP C8. Migration is performed in accordance with the following provisions and the specified migration paths. Any other form of license conversion (e. g. exchange for different products) is not permitted. Unless otherwise explicitly agreed, the quality and number of licenses (named license/concurrent license) will always remain the same after migration. Where standalone licenses are mentioned below, they refer to the fact that these licenses are operated independently of Cubeware Team Server V6pro.

If the actual VNP value exceeds the form of license being migrated (e. g. Cubeware Connectivity for SAP Solutions Runtime concurrent license) the VNP value defined in the CSP C8 licensing metrics following migration (e. g. Loader license as server-based license), the license being migrated will retain its original VNP value.

Holders of product licenses for Entry 5 and Entry 20 editions can choose to migrate to CSP C8 Server Standard Edition free of charge.

When migrating from the SAPalot One (Special) edition, migration can be effected to CSP C8 Server Backend-Edition BE Professional edition free of charge.

Existing agreements for software maintenance remain intact and unchanged over migration.

Unless the following provisions give rise to a definite and differing migration scenario appraisal, Cubeware will perform an individual appraisal in consultation with the individual CP.

1.3.5.1. Frontend

When migrating Cubeware Cockpit V6pro as part of a V6pro Team Server, the CP will receive one C8 cockpit license as part of a C8 Server edition. The same applies for the relationship between Cubeware Cockpit V6pro Client Light and C8 Cockpit Consumer.

When migrating a Cubeware Cockpit V6pro standalone license, the CP can choose to receive

either

a C8 Cockpit named license tied to the CP's existing production instance of a C8 Server edition. In this case, the Cubeware Cockpit V6pro standalone license will be appraised as 1 VNP within the C8 Server edition and added to the number of licenses

or

exactly one production instance (DEV) of C8 Server including one C8 Cockpit named license and one C8 Mobile license. These licenses cannot be considered when categorising other C8 Server editions. In this case, the possibility of upgrading or extending the production instance (DEV) in question is excluded.

1.3.5.2. Server

When migrating Team Server V6pro to C8 Server, Cubeware will, on request, determine the number of relevant VNPs and categorise the CP according to the server edition (≤ 30 VNP Standard; > 30 VNP und ≤ 100 VNP Universal; > 100 VNP und ≤ 250 VNP Professional; > 250 VNP Enterprise).

Virtual named ports (VNPs) is the term used to denote the number of clients able to interact with the servers in production instances. They constitute the total number of named and server-based licenses that may log into production instances (DEV and PROD instances) on the server, or 2.5 times the number of concurrent licenses that may log into the server. The number of VNPs that may be used is determined and limited by the relevant server edition purchased by the CP. Additional licenses supplied with the server editions by default are not included in this number.

Where the CP is entitled to a server edition – based of the number of existing licenses and the resulting number of required VNPs – with a higher level of functionality (e. g. more/different connects or modules), the license holder will receive the components included in the relevant server edition free of charge. Where the server edition that the license receives has a lower level of functionality than the license holder used in accordance with the previous licensing metrics, Cubeware will activate the missing functions within the relevant server edition. No restrictions will be imposed on the functional scope of existing Cubeware licenses as a result of migration.

When migrating from the V6pro portfolio to CSP C8, it is permitted to run both systems in parallel within the scope of the licenses for a period of 90 days. After migration has been concluded, all products from the V6pro portfolio must be deinstalled completely.

1.3.5.3. Backend

When migrating from Cubeware Importer Developer that is operated in combination with Team Server V6pro as a common solution, the CP will receive one C8 Importer license in a production instance of his C8 Server edition. The number of VNPs of the shared solution will be incremented by the number of Cubeware Importer Developer licenses migrated.

When migrating from Cubeware Importer Runtime that is operated in combination with Team Server V6pro as a common solution, the CP will receive one C8 Importer Loader license in a production instance of his C8 Server edition. The number of VNPs of the shared solution will be incremented by the number of Cubeware Importer Runtime licenses migrated.

When migrating from Cubeware Connectivity for SAP Solutions-Developer that is operated in combination with Team Server V6pro as a common solution, the CP will receive one C8 SAP Connect as a functional element with the same scope of performance as the migrated license in a production instance of his C8 Server edition. The number of VNPs of the shared solution will be incremented by the number of Cubeware Connectivity for SAP Solutions-Developer licenses migrated.

When migrating from Cubeware Connectivity for SAP Solutions-Runtime that is operated in combination with Team Server V6pro as a common solution, the CP will receive one SAP Connect Loader a production instance of his C8 Server edition. The number of VNPs of the shared solution will be incremented by the number of licenses migrated.

If a Cubeware Importer Developer standalone version is migrated, the CP will receive a C8 Server standard edition and a C8 Importer in his DEV production instance. In addition, a C8 Importer Loader license for the PROD production instance will be provided free of charge (server-based license). This will apply provided that the CP previously had no Cubeware Importer Runtime license in combination with the Cubeware Importer Developer standalone license being migrated.

When a Cubeware Connectivity for SAP Solutions Developer standalone license is migrated, the CP will receive a C8 Server standard edition as well as a C8 SAP Connect as a functional element with the same scope of performance as the migrated license in his DEV production instance.

In addition, a C8 SAP Connect Loader license for the PROD production instance will be provided free of charge (server-based license). This will apply provided that the CP previously had no Cubeware Connectivity for SAP Solutions Runtime license in combination with the Cubeware Connectivity for SAP Solutions Developer standalone license being migrated.

1.3.6. Upgrades

The product-specific number of VNPs of the target edition will apply when upgrading. VNPs are not added together.

The Standard server edition can be upgraded to the Universal, Professional or Enterprise editions.

The Universal server edition can be upgraded to the Professional and Enterprise editions.

The Professional server edition can be upgraded to the Enterprise edition.

The Standard backend edition can be upgraded to all other editions.

The BE Professional server edition can be upgraded to the Professional or Enterprise editions.

The C8 Express server edition can only be upgraded to the Universal edition.

When upgrading, the difference between the license fee that was originally paid and the list price valid at the time of the upgrade (license and maintenance) will be charged. If the CP previously migrated his licenses, the list price after categorisation according to the CSP C8 metrics will apply. As an exception to this, an upgrade fee of EUR 11,500 will be charged when upgrading from C8 Express.

2. General License Terms (Extract of GTC)

2.1. Grant of License

- 2.1.1.** The software covered by this agreement (including documentation) is protected by German copyright law and international treaties. Rights to the uses of the software are held by CUBEWARE and/or third parties.
- 2.1.2.** CUBEWARE grants to the contracting party (hereinafter "CP") based on the software purchase agreement a non-exclusive non-time-limited, to use the software purchased for his own purposes in accordance with the provisions of the agreement.
- 2.1.3.** CUBEWARE grants to the CP, on the basis of the software rental agreement, the non-exclusive, but time limited right to use the software acquired from CUBEWARE itself on its own behalf in accordance with the contractual provisions.
- 2.1.4.** The CP may only create databases for his own purposes in accordance with the provisions of the agreement.
- 2.1.5.** Provided that CUBEWARE is the manufacturer of the software, CUBEWARE in addition grants the CP a non-exclusive non time limited right to use the software purchased from CUBEWARE in and for the companies that are affiliated to the CP according to §§ 15 ff. AktG when the contract is concluded (group companies) and subject to the provisions of the applicable agreements.
- 2.1.6.** Provided that third parties are manufacturers of the software, the grant of a license to group companies requires a separate agreement.
- 2.1.7.** Unless otherwise agreed, the grant of license is conditional upon full payment of the purchase price.
- 2.1.8.** To the extent that CUBEWARE is the manufacturer of the software, and unless otherwise agreed, the CP is required to activate the software via CUBEWARE's website in order to be able to use the software.
- 2.1.9.** To the extent that CUBEWARE is not the manufacturer of the software, any grant of license is subject to notice and acceptance of applicable third party license agreements (e. g. Microsoft End User License Agreement; EULA). The relevant terms and conditions of third party licenses will be distributed with the respective software and are available from CUBEWARE upon request. All contractual terms regarding the use of third-party software will become effective and also form part of the agreement between CUBEWARE and the CP in their applicable version.

2.1.10. If CUBEWARE supplies third-party products together with its own products as part of a combined or bundled solution, the CP will only be able to use all the commonly supplied components together in the event of uncertainty or absence of an agreement to the contrary. Third-party license agreements have priority over this provision.

2.2. Scope of Use

2.2.1. The CP may use the software on any hardware that is supported by the software. The actual scope of use of each product depends on the type and number of licenses purchased and on the terms displayed and accepted at installation – [End User License Agreement \("EULA"\) in accordance with this Licensing Guide.](#)

2.2.2. Any use beyond the purposes set forth above, in particular modification, decompiling or reverse engineering, is not permitted unless otherwise specified in sections 69d or 69e of the German Copyright Act ("UrhG").

2.3. Reproduction; Access Protection

2.3.1. The CUSTOMER may only reproduce the software supplied to the extent that reproduction necessary in order to use the software in accordance with the terms of the agreement. Necessary reproduction includes: installation of the software from the original data medium to the mass storage medium of the hardware used; loading the software into RAM; loading, displaying and running the software; other related storage processes in accordance with the intended use of the software.

2.3.2. Furthermore, the CP may make one copy for backup purposes. If regular backup of the entire data pool – including the computer programs used – is indispensable for reasons of data integrity, or in order to ensure that the computer system can be restored quickly in the event of total failure, the CP may make the essential number of backup copies if these are required to ensure future use. The backup copies may only be used for archiving purposes.

2.3.3. The CP may sell or cede the software in its entirety (including documentation and including any software purchased at a later date or acquired through maintenance) to third parties on a permanent basis, provided

- CP has given written notice to CUBEWARE of the software license to be transferred, the date of transfer and the third party to whom the software is to be transferred, and
- the CP has declared to CUBEWARE in writing – at the latest at the time of transfer – a complete and final termination of use of the software, and
- the CP has presented CUBEWARE with a written declaration by the third party to whom the software is transferred in which such third party accepts that these Terms & Conditions also apply to the legal relationship with him.

2.3.4. It is forbidden to transfer use, temporarily or partially, to third parties, or to transfer use to multiple third parties.

2.3.5. Removal of copy protection or similar protection routines is only allowed if such a protective mechanism impairs or prevents the trouble-free use of the software. The CP bears the onus of proof to demonstrate that the protective mechanism impairs or prevents the trouble-free use of the software.

2.3.6. The use of the licensed software in the form of an ASP model (application service provider) or SaaS model (software as a service), as a hosting service or for rent is not allowed. Separate contractual arrangements have to be agreed with CUBEWARE for this type of use.

2.4. Securing the Product against Unauthorised Access

The CP is obliged to prevent unauthorised access by third parties to the software as well as the documentation by taking appropriate technical and organisational measures. The originally supplied media as well as any backup copies and license keys are to be kept at a location that is secured against unauthorised third-party access. The CP will instruct any employees who are granted access to the software to comply with these T&Cs as well as the provisions of copyright law.

3. Software Maintenance (Extract of GTC)

3.1. Subject of Software Maintenance

3.1.1. New Releases and Updates

CUBEWARE provides the CP with new releases (main release and service release) and/or updates for those software modules for which support services have been purchased. CUBEWARE may, its own discretion, choose whether, when and in what form a release or an update is to be made available. A new release contains new or modified functionality compared to the prior version and/or serves to enable a new operating system to be run. CUBEWARE reveals the status of development via release numbers. An update is defined as an updated version of software and may include bug fixes and/or new functions.

3.1.2. Support

The purpose of support is to remedy technical and functional defects in software supplied by CUBEWARE. CUBEWARE provides support services for the current service release of the software. When a new main release is supplied, CUBEWARE will also provide support services for the latest service release of the previous version of the main release, but only for a period of six months following delivery of a new release. The support period for the V6pro portfolio will end on 30/06/2016.

3.1.3. Support via the Online Ticketing System

CUBEWARE will provide the CP with an online ticketing system by means of which the CP may report technical and functional defects in the software via a web ticket ("Support Case"). The online ticket may only be submitted by the CP. The CP is obliged – to the extent that is possible and reasonable – to clearly specify the problem and any questions in detail and to provide CUBEWARE with all information and data required that CUBEWARE may need to remedy the defect. The CP must ensure that online tickets via the online ticketing system are only initiated by designated contacts.

3.1.4. Additional Services

The following services are particularly not included in the software maintenance agreement:

- Installation of updates and/or releases;
- Consulting/training for the CP;
- On-site service at the CP's premises;
- Customisation of CUBEWARE software products;
- Adaptation of software to the CP's changed and/or software environment;
- User support in the event of operating errors made by the CP and operating-related technical issues;
- User support relating to issues affecting the CP's entire software application or software system;
- Evaluation of application errors;
- User support with or after permitted changes to the software itself, to the software environment or data and circumstances generated by the software

In the event that the CP commissions CUBEWARE to provide any of the additional services described above, the parties agree the following:

- CUBEWARE will endeavor to provide such services on the basis of a service agreement without CUBEWARE being able to assume responsibility for success.
- Unless on-site support is agreed, the CP will assist CUBEWARE, where necessary, by creating the technical conditions for CUBEWARE to establish a remote connection.
- Unless otherwise agreed, the CP undertakes to compensate CUBEWARE on an hourly-rate basis in accordance with CUBEWARE's service price list in effect on conclusion of the agreement.

3.2. CP's Duties of Cooperation

3.2.1. Access and Contact Persons

CP will support CUBEWARE in fulfilling its duties and tasks arising in connection with the agreement. CP undertakes to grant CUBEWARE necessary access to its IT infrastructure, to set up the necessary levels of authorisation for it to meet its relevant contractual obligations, to make suitable and skilled contacts available and to obtain any information required.

3.2.2. Data Backup

The CP is obliged to take appropriate precautions against the possibility of the software failing in whole or in part to work properly, irrespective of the reason, for example, by diagnosing malfunctions and regularly reviewing the results to a reasonable extent. Where CUBEWARE does not assume responsibility for the storage of data, e. g. for data backup, on behalf of the CP, the CP will be responsible for backing up data using state-of-the-art means. Such backups must be performed at intervals that match the CP's use and risk, and in such a way that the CP is able to restore the data with reasonable effort. The CP will bear all disadvantages and additional expense resulting from failing to perform its duties of cooperation.

3.3. Special Terms of Compensation and Payment

- 3.3.1.** The CP is obliged to pay the agreed charges (software maintenance fee"). The software maintenance fee is charged on an annual basis in advance.
- 3.3.2.** Unless otherwise agreed, the software maintenance term is the contractual year, i.e. a period of one year starting with the conclusion of an agreement or the corresponding period in the following years.
- 3.3.3.** Where CUBEWARE is the vendor of the software, the software maintenance fee for the software in question will increase – unless otherwise agreed – by 3 % annually compared to the fee for the previous period for each subsequent software maintenance term without the need for any additional notification by CUBEWARE.
- 3.3.4.** Where a third party is the software vendor, the contractual terms for adjustments to software maintenance fees are based on the particular terms relating to such software. Cubeware reserves the right to pass on any increase in fees declared by the relevant third-party vendor and will inform the CP immediately of any impending price adjustments.
- 3.3.5.** CUBEWARE will deliver written notification to the CP, generally no later than three months before the end of the software maintenance period, of any increase in the software maintenance fees for third-party software (hereinafter: "notice period"). If the fee increases by more than 5 % over the software maintenance fee for the previous year, the CP may terminate software maintenance for the product affected by the price increase by providing notice to CUBEWARE within one month of the end of the software maintenance term in question (partial termination). If CUBEWARE does not receive partial termination within this period, the fees announced will apply upon commencement of the new software maintenance period. The CP's right of ordinary termination remains unaffected.
- 3.3.6.** CUBEWARE wishes to point out that other periods of notification and/or termination may be contained in software maintenance agreements between CUBEWARE and a third party, in particular with respect to the periods described in the aforementioned section. In such cases, CUBEWARE reserves the right to reduce the period in which CUBEWARE must provide notice to the CP and/or in which the CP must provide notice to CUBEWARE in the relevant special terms applicable to the software concerned.
- 3.3.7.** For the rest, the general terms of compensation and payment apply.

3.4. Reactivation

If the CP terminates software maintenance, he may reactivate and upgrade to the latest version by declaring such intention within a period of three months after such termination becomes effective. In this case, software maintenance fees must be subsequently paid for the period between termination and reactivation, i.e. the software maintenance fees that he would have paid if he had not terminated. Within a period of a further three months following the effective date of termination, the price is three times the fee due if not termination had been given. After 6 months have elapsed since the effective date of termination, reactivation is no longer possible.

3.5. Discontinuation of Products and/or Maintenance Services

- 3.5.1.** If CUBEWARE is the software vendor and completely discontinues support for a software product (end of life), CUBEWARE will provide the CP with notice of such within a reasonable period without acceptance of any legal obligation to do so CUBEWARE remains obliged to provide maintenance services through the end of the term of the software maintenance agreement. In addition, with respect to software developed by CUBEWARE, it is entitled to discontinue maintenance services for software versions other than the latest main release at any time at its discretion provided the current main release was provided to the CP at least six months previously.
- 3.5.2.** If a third party is the software vendor, and such third party completely discontinues support for a software product (end of life), and support from such third party is necessary for CUBEWARE to provide maintenance services to the CP, CUBEWARE will use its best efforts to replace the discontinued product. In the event that the replacement would cause a disproportionately large expense to CUBEWARE, which, taking into account the substance of the maintenance agreement and the requirement of good faith, is grossly disproportionate to the CP's interest in performance, CUBEWARE will be entitled to discontinue supplying updates and maintenance services for such products. A disproportionately large expense for CUBEWARE exists if, for example, the license fees for the replacement product that CUBEWARE would have to procure from the third-party vendor exceed the original license fee for the discontinued product by more than 30 %. The CP, however, is free to source or identify a cheaper replacement product. If CUBEWARE discontinues the service for the aforementioned reason, the maintenance fee will also be reduced accordingly.
- 3.5.3.** The CP has no automatic entitlement to be provided with software maintenance services by CUBEWARE after termination of the software maintenance agreement.

3.6. Term and Termination

- 3.6.1.** The software maintenance agreement is concluded indefinitely, provided the software maintenance contract has not been concluded together with a rental agreement. In this case, the software maintenance contract has the same duration as the rental agreement.
- 3.6.2.** Each party is entitled to terminate the contract with a deadline of three months before the end of the respective contractual year, unless the software maintenance contract has been concluded together with a rental agreement. In this case, no ordinary termination is permitted regardless of the rental agreement.
- 3.6.3.** The right to give notice of termination for important reasons remains unaffected. Important reasons include, in particular, cases where the CP unlawfully violates copyright or trademark rights associated with the software.
- 3.6.4.** In the event of a transfer of rights and duties on the part of CUBEWARE, the CP has an extraordinary right of termination with a period of notice of three months.

3.7. Contract Data Processing

If CUBEWARE provides software maintenance services, it might occur that CUBEWARE collects, processes or uses personal data on the CP's behalf according to § 11 BDSG. The CP herewith declares his consent to this and assures that he is entitled to do so.