LICENSE AND MAINTENANCE CONDITIONS FOR SCANSOR

1   Applicability and definitions

1.1   Applicability

These license and maintenance conditions govern the general conditions for the use of the Scansor SAP sensors by the customer and the purchase of associated support and maintenance services.

1.2   Definitions

Manufacturer: itesys AG, Langfeldstrasse 53a, 8500 Frauenfeld (CH). Manufacturer of Scansor SAP sensors.

Customer: The contractual partner of the manufacturer in the associated license and maintenance contract.

Paessler: Paessler AG, Thurn-und-Taxis-Str. 14, 90411 Nuremberg (DE).

Parties: The manufacturer and the customer.

PRTG: PRTG Network Monitor Software, formerly Paessler Router Traffic Grapher.

SAP sensor(s): Software from the manufacturer as an add-on for PRTG to monitor and evaluate SAP systems and databases.

Scansor/Software: The SAP sensors of the manufacturer.

Updates: Updates of the Scansor SAP sensors.

Upgrades: Enhancements and new developments of the Scansor SAP sensors.

Contract: The license and maintenance contract between the parties.

Maintenance: Includes support and maintenance.

2   License conditions

2.1   License / Scope of the right of use

For the duration of the contract, the manufacturer grants the customer the non-exclusive, single, geographically unlimited, non-transferable and non-sublicensable right, conditional upon payment of the license and maintenance fee and limited in accordance with the following paragraph, to use the Scansor SAP sensors up to the maximum number of Scansor SAP sensors according to the selected license package.

The right of use is limited to the customer's own, company-internal purposes. Use for third parties or transfer to third parties is not permitted.

If the manufacturer becomes aware of unauthorized additional use without being informed by the customer, it is entitled to demand double the license fee for the additionally required licenses or to revoke the existing licenses.

2.2   General conditions

The software was developed by Paessler for joint use with PRTG. PRTG (PRTG Network Monitor) is a prerequisite for using the software.

2.3   System requirements

The PRTG software (PRTG Network Monitor) is required to use the Scansor SAP sensors. The hardware requirements for installing the PRTG software can be found at https://www.paessler.com/prtg/requirements

The customer is responsible for ensuring that PRTG is available in the most current version on the customer's systems and shall bear all costs associated with this. The provision, licensing, installation and configuration/parameterization of PRTG are entirely the responsibility of the customer.

2.4   Operation by third parties

The customer may operate the software within the scope of outsourcing or cloud installation by a third party or have it operated on the infrastructure of a third party. Any other transfer of the software or copies thereof to third parties is not permitted.

2.5   Back-up copies

The customer may make the necessary back-up copies for data security.

2.6   Protective measures / decompilation

The software may not be copied, distributed or decompiled (i.e. translated back into source code) except as expressly permitted by this contract or by law. If decompilation is necessary to create interoperability of the Scansor SAP sensors with other software, the customer must request, in advance and in writing, that the manufacturer provide the information necessary to create interoperability.

Only if the manufacturer does not provide the necessary information within a reasonable period of time is the customer entitled to decompile the necessary software components, exclusively within the legal framework.

Before involving third parties for this purpose, the customer shall provide the manufacturer with a written declaration from such third parties, in which they undertake to maintain secrecy and acknowledge the rights of the manufacturer under the relevant contract and these license and maintenance conditions.

2.7 Changing the installation

The customer's license key is bound to the «machine ID» of the PRTG installation. If the Scansor SAP sensors are to be used on another PRTG installation, the customer must contact the manufacturer.

3 Maintenance conditions

3.1 Place of performance

The service provision by the manufacturer takes place mainly through remote access.

By agreement (and against payment of any additional costs by the customer), certain activities and appointments can be carried out on site at the customer's premises.

3.2 Maintenance and further development

The manufacturer can update, adapt or further develop the software by providing new versions (updates or upgrades). There is no obligation to do so, nor is there a right to certain further developments or certain updates or upgrades. The manufacturer may change, supplement and further develop the software, including the user interface, dialog fields and user documentation, at its own discretion, provided that this does not impair the use of the software for the contractually intended purpose in a way that is unreasonable for the customer.

If the manufacturer updates the software at his own discretion, the customer is entitled to receive the newly published updates of the software during the maintenance period. The manufacturer may, at any time, discontinue adaptation or further development in whole or in part, or upgrades in the form of new releases (full version with extended range of functions). The decision as to whether an adaptation is an update or an upgrade is at the full discretion of the manufacturer.

Certain further developments may lead to restrictions on the use of outdated computer systems. It is the customer's responsibility to avoid such usage restrictions and incompatibilities by updating his systems or, alternatively, to refrain from updating the Scansor SAP sensors.

Use of the support and maintenance services requires that the customer use the latest version of the Scansor SAP sensors.

3.3 Support services

The manufacturer provides support services to the customer as defined in the contract.

3.4 Duration and extension

The maintenance period is determined by the license and maintenance package chosen by the customer.

After expiry of the maintenance period, the contract is automatically extended by a further maintenance period of the same length, unless the contract is terminated with a notice period of 30 days prior to expiry of the previous maintenance period.

3.5 Reactivation of maintenance

If the customer has terminated the contract, the customer may reactivate the contract within thirty (30) days after the expiry of the last maintenance period by giving written notice to the manufacturer. In this case, only the new maintenance period will be charged, and not the one-off license fee.

4 General provisions

4.1 Updates and upgrades

An update is an update of the software; an upgrade is an extension or new development of the software. The classification of an adjustment as an update or upgrade is at the sole discretion of the manufacturer.

4.2 End of contract

If the contract ends, for whatever reason, the customer's license rights expire and there is no right to further use of the software or to maintenance services.

4.3 Changes and notification

The manufacturer can change these license and maintenance conditions at any time. In this case, the manufacturer will inform the customer of the changed license and maintenance conditions in a suitable form. If the customer does not object to the changes within 30 days of this notification, the new provisions shall apply. If a customer objects to the new license and maintenance conditions, the manufacturer can terminate the contract in question at any time to the end of a month without incurring any costs or compensation. There is no obligation to reimburse any prepaid residual terms.

4.4 Severability clause

Should individual provisions be incomplete or legally invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which is as close as possible to the invalid provision in economic terms.

4.5 Applicable law and place of jurisdiction

Swiss law is applicable, excluding the conflict of laws and the Vienna Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zurich 1

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