OpenStage 60 / OpenScape Desk Phone IP 55G (SIP) V3 R4

Copyright Unify Software and Solutions GmbH & Co. KG 2015. All rights reserved.

The program OpenStage 60 / OpenScape Desk Phone IP 55G (SIP) V3 R4 is the property of Unify Software and Solutions GmbH & Co. KG and protected by national and international copyrights.

IMPORTANT - please read carefully:

Read the terms and conditions of this end user license agreement/ end user license terms carefully. You obtain no rights other than those granted to You under this agreement. You will be asked to agree or disagree to these license terms. If You do not agree, the software will not be installed.

END USER LICENSE TERMS OpenStage 60 / OpenScape Desk Phone IP 55G (SIP) V3 R4

I LICENSING OF SOFTWARE

I.1 The Software is not sold, but licensed to You in machine-readable form only. You are only authorized to use the Software if you have concluded a separate Software-Licensing-Contract ("Contract") with Unify, a Unify Local Company or an authorized dealer.

I.2 A claim to be handed the source code is excluded.

1.3 Unify and/or its licensors retain all rights and title to the intellectual property of the licensed Software including, but not limited to, all ideas. designs, concepts, object and source code, and functionalities pertaining thereto. The Software is protected by both copyright laws as well as international copyright treaties as well as by other laws and agreements that cover intellectual ownership. Usage of the Software is only permitted under these End User License Terms.

I.4 If freeware and/or Open Source Software (OSS) is embedded or used together with this software and if this freeware and/or OSS is delivered with the Unify software, You will find the necessary information about the used freeware and/or OSS including the respective freeware/OSS-License Terms in the file licenses_addon.pdf.

II DEFINITIONS

II.1 Software includes the entire contents of the files and data media supplied with this "Contract". These include, among other things computer information and programs from Unify or third parties in object code and associated written explanatory material (documentation).

II.2 In addition, the term Software includes Updates, Upgrades, modified versions, supplements and copies of the Software licensed to You.

II.3 An Update is Software with the focus on bug fixing and if necessary, minor, functional supplements (e.g. additional drivers).
II.4 An Upgrade is a new version / functional expansion, if necessary with bug fixes for old versions, the licensing of which requires a valid license for a defined prior release.

II.5 Client Access License or CAL shall mean a software license for authorizing a Client to use the corresponding Server Software.

II.6 A Client employs the services of a server within a network. Depending on the type of functionalities which the Server Software provides, Clients may be, for example, users, agents, equipment, identities or communication channels, etc. The type of Clients and number of CALs are agreed to in the Contract.

II.7 A Single User Software is a program for installation on a single computer which is not a Server, such as a desktop personal computer, notebook, etc.

II.8 A Server Software is a program which is installed on a Server (host) and which Clients access to use the functionalities of the software product. II.9 A Server is a physical hardware system capable of running Server Software. A hardware partition or a blade is considered to be a separate hardware system.

III RIGHTS OF USE

III.1 In return for payment as agreed to in the Contract, Unify grants You a non-exclusive, non-transferable, worldwide and limited right to use the software product for internal purposes. The right to use is limited to the agreed period of time, in the absence of such an agreement, the right to use shall be unlimited in time.

III.2 For Single User Software, You may install one copy of the respective software product on a single computer. In addition, You may install a copy of the respective Software on a file server in your own internal network solely to facilitate its distribution to other computers in your internal network up to an agreed number and to install it on them, provided that the specific software product supports such an installation routine. Any other use of Single User Software in a network is prohibited.

III.3 For Server Software, You may install a copy of the respective software product on a single Server, provided that the maximum permissible number of processors per server is not exceeded when using multi-processor servers.

III.4 A Client Access License for the corresponding Server Software is required for every Client that accesses the Server.

III.5 You may not decompile or disassemble the Software, remove any program parts, undertake reverse engineering or otherwise try to derive the source code, except as provided by mandatory law and except to the extent that Unify is legally required to permit such specific activity pursuant to any applicable open source license

III.6 You shall for an unlimited time period keep the Software including copies and documentation confidential. This obligation also applies to the Software in revised, expanded or altered versions.

III.7 You may not lease, lend, sell, sublicense the rights to the Software, transfer, give or assign it to third parties for use, copy the Software or permit copying of the Software either in part or whole, except in the cases expressly permitted here.

III.8 You shall not make the Software accessible to third parties without prior written consent from Unify. Insofar as Unify, at its sole discretion, consents to passing on, this is on condition that

- the third party agrees in writing to the obligations under Clauses I – III, and You transfer the serial number(s), Software and other Software or hardware supplied or packed with the Software or preinstalled on it, including all copies, Updates and earlier versions to this natural person or legal entity,

- You do not retain any copies, including backups and other copies stored on a computer, and the recipient accepts the provisions of this contract and other provisions in accordance with which You have legally acquired the Software license,

- You notify Unify of the name and address of the recipient of the Software, so that Unify can prepare new activations codes on recipient's request. III.9 You may backup data in accordance with the standards of technology and make the necessary backup copies of the Software.

III.10 You shall not remove alphanumeric identification characters, trademarks and copyright notices. With regard to authorized copying, You shall copy it unaltered, give all the copies a consecutive number from which all the Software serial numbers are also to be inferred and record the

whereabouts of all copies which Unify may examine on request. Mandatory copyright provisions shall be unaffected.

III.11 Every supplementary program code (e.g. patch) which is made available to You as part of a service or under warranty shall be subject to the conditions of these End User License Terms, unless otherwise agreed to individually.

III.12 Upon delivery and installation of Upgrade or migration versions of Software, You shall have no further rights with regard to the replaced version. Existing copies shall either be destroyed by You with evidence provided or returned to Unify.

III.13 Provided that the Software requires activation, You shall activate the Software within 30 days of its initial installation, only then is the installation complete. The necessary information for this must be entered by You in the manner described in the installation sequence of the Software. After alterations have been made to the hardware, it may be necessary to reactivate the Software.

If activation does not take place within 30 days of initial installation, the Software may be disabled for further use upon expiry of this deadline. By entering a valid activation code which can be requested from Unify at any time upon proof of authorization, however, You have the option of activating the Software again.

IV LIMITED WARRANTY / LIABILITY OF Unify

IV.1 Unify makes no guarantee that the software functions satisfy Your demands, that software products interoperate as selected by You, that these will operate without interruption and without faults or that all software errors can be rectified.

IV.2 Warranty Claims and/or any other claims regardless of the legal ground, against Unify, a Unify Local Company, its vicarious agents or subcontractors are excluded. You are entitled only to those claims, which are agreed to in Your separate Software-Licensing-Contract (see above I.1) with Unify, a Unify Local Company or an authorized Dealer.

V DATA PROTECTION

Where personal data will be stored or otherwise processed, Unify will take note of directions from You and take the necessary technical and organizational action to secure the data against misuse. These obligations remain in force even after the contract has ended.

VI EXPORT APPROVALS, GOVERNING LAW, PLACE OF JURISDICTION, LANGUAGE

VI.1 The export of the software and documents can – as a result of their nature or their intended purpose for example – be subject to approval.

VI.2 You shall comply absolutely with the export rules, relevant for products, of the EU or the EU-member states as well as the USA.

VI.3 These End User License Terms are governed by German substantive law without reference to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, shall not apply. The place of jurisdiction shall be Munich, Germany.

VI.4 If there are any discrepancies between this translation of the End User License Terms and the German original version, the German version shall apply.