Software Supply and Licence Agreement

Draft for approval. Do not use for binding orders or approved customer deliveries. Complete open fields before use; legal and commercial review is required.

1. Subject matter and selection of model

This agreement supplements the business terms for ibSphere CRM or ibSphere wizard. The order or licence schedule identifies the parties, product, approved version, usage scope, SAP system number, licence model, term, price, delivery date and applicable document versions. The customer receives only the expressly ordered model. No licence may be delivered without an unambiguous model and scope.

Perpetual licence: once the agreed payment requirements are met, the agreed usage right is granted without a time limit. Termination of maintenance does not terminate this right. Subscription: the usage right applies only for the expressly agreed term. Included maintenance, feature updates or specific support services are identified separately. A subscription licence does not automatically mean that Inceptum hosts the software.

2. Rights and restrictions

The customer receives a non-exclusive right to use the delivered object-code version for its own business purposes within the ordered scope. Installation, loading, display and copying required for intended operation are included. User, tenant, company, instance and environment limits are defined exclusively in the licence schedule. In the absence of a further agreement, no unlimited group-wide, hosting, service-bureau or distribution licence is granted.

Backup copies and acts permitted by law remain allowed. Mandatory rights, including lawful use, correction of errors, observation and study, and achieving interoperability under sections 69d, 69e and 69g of the German Copyright Act, are not excluded. Statutory exhaustion and resale rights remain unaffected. Otherwise, sublicensing, provision to third parties and circumvention of technical licence controls require an appropriate agreement.

3. Purchase, interim licence and full licence

The download and interim licence are provided only after purchase. Here, purchase means documented acceptance of the order once the agreed payment or invoice-approval requirements are satisfied. The offering does not include a free trial before purchase. The interim licence is intended to last ten consecutive days from the start time stated in the purchase confirmation. The licence schedule records the start and end with a time zone.

The interim licence bridges the period until the full licence is issued; it does not create a return right or an optional trial purchase. The full licence is tied to the ordered SAP system number and replaces the interim licence. For a subscription, the full licence remains limited to the ordered term. For a perpetual licence, technical licence validation must not impose a time limit on the perpetual usage right without a legal basis.

Inceptum supplies the full licence before expiry where the agreed prerequisites have been met. If issuance is delayed for reasons attributable to Inceptum, an appropriate interim solution is provided without an additional licence fee; statutory remedies remain available. Technical expiry must not delete customer data. System changes, restoration and replacement hardware are handled through a traceable reassignment process; concurrently usable additional systems require the agreed entitlement.

4. Technical requirements and changes

The product schedule identifies supported SAP versions, database platforms, operating systems, interfaces and required third-party licences for the specific delivered version. Unapproved features and future developments are not owed. SAP licences, infrastructure, implementation and data migration are included only if expressly listed. Product and third-party updates must be checked for compatibility before use.

Required security updates and statutory remediation are governed by applicable law and express commitments. Access is not made dependent solely on additional paid maintenance where free provision is required. Feature development, consultancy and installation assistance may be charged separately. Binding support periods must be stated in the product schedule before ordering.

5. Components, data protection and end of contract

Open-source and other third-party components are subject to their respective terms, supplied with the specific release as Third-Party Notices. This agreement does not restrict those terms. Source code is supplied only where separately agreed or required by applicable component licences. A complete, release-specific component review is a delivery prerequisite.

The customer remains responsible for lawful use of its data. Operation in the customer’s environment does not give Inceptum automatic access to business data. Remote access, telemetry and external AI or communication services require a separate technical and data protection basis. Licence administration uses only necessary contract, product and system-assignment information.

When a time-limited usage right validly ends, the customer stops further use and removes program copies no longer required, without prejudice to legal retention requirements and legitimate evidentiary purposes. Beforehand, the customer has an opportunity to preserve its data using the agreed available functions. Data export, technical consequences of expiry and any transition period must be described for the product. Neither termination of maintenance nor a mere version update ends a paid perpetual licence.