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GENERAL STORAGE GRANTS YOU A NONEXCLUSIVE LICENSE TO USE THE PROGRAM.

Software License Agreement

between
General Storage Software GmbH („Licensor“) …
and
customer („Licensee“) …

§ 1 Scope of this Agreement

(1) Licensor has agreed with Licensee to grant Licensee a license to use and exploit the software set out in Schedule 1 („Licensed Product“) subject to the terms and conditions of this Software License Agreement („Agreement“).

(2) The Licensed Product comprises the object code of the software and the documentation in accordance with Schedule 1.

§ 2 Grant of Rights

(1) Licensor hereby grants to Licensee the non-exclusive, non-transferable right to use, to copy, to revise and to decompile the Licensed Product without limitation in time, manner or place subject to the terms of this Agreement.

(2) The right to use and exploit is limited to the purposes defined in the specific offering.

(3) The right to copy the Licensed Product granted to Licensee herein is limited to the installation of the Licensed Product on a computer system which is in Licensee’s immediate possession and to fulfill the Purpose of Use and a copy thereof which is required for the loading, display, running, transfer or storage of the Licensed Product as well as to the right for an authorized person to make a copy for security backup purposes, as stated in sec. 69 d para. (2) UrhG (German Copyright Act).

(4) The right to revise the Licensed Product granted to Licensee herein is limited to the maintenance or reinstatement of the agreed functionality of the Licensed Product.

(5) The right to decompile the Licensed Product granted to Licensee herein is only granted under the terms of sec. 69 e para. (1) nos. 1 to 3 UrhG and within the limits of sec. 69 e para. (2) nos. 1 to 3 UrhG.

(6) No more extensive rights to use and exploit the Licensed Products are granted to Licensee.

(7) Licensee undertakes to allow Licensor or an agent of Licensor to audit whether Licensee’s use of the Licensed Product is consistent with the rights granted to Licensee herein upon request by Licensor and provided there is a legitimate interest therein and to give full cooperation to Licensor or its agent carrying out such audit.

§ 3 Delivery and Installation of the Licensed Product (Evaluation Licenses)

(1) Licensor shall deliver the necessary number of copies of the Licensed Product for the exercise of the rights to use and exploit granted to Licensee herein in machine readable form at its option either stored on a type of data storage media in common use at the time or transferred by remote data transfer. Licensee shall receive software

documentation as electronic document in [English/German] and one copy of the user manual per copy of the Licensed Product as electronic document in [English/German]. The parties agree Licensor's registered office as the place of performance for the delivery of the Licensed Product. Licensee shall bear all costs and risks related to such delivery. Upon transfer of the Licensed Product, the risk of transportation (particularly the risk of accidental loss or destruction) of the copies of the Licensed Product passes to Licensee.

(2) Licensee is responsible for providing the system environment in accordance with the system requirements set forth in Schedule 1. Licensed Product.

(3) The Licensed Product shall be installed by Licensee. Licensee must notify Licensor in writing of the respective installation locations of the copies of the Licensed Product. This shall also apply to any later change of installation locations.

(4) All copies of the Licensed Product shall remain in the sole ownership of Licensor until the complete payment of the license fees. Upon breach of contract by Licensee, in particular on default of payment, Licensor shall be entitled to require at Licensee's expense the return of all copies of the Licensed Product in which Licensor has retained ownership, or if applicable, to demand the assignment of Licensee's right of return against third parties. In such case upon Licensor's request Licensee shall confirm in writing that no copies of the Licensed Product of copies thereof were retained and that all installations of the Licensed Product have been irrevocably deleted from Licensee's or third party's systems. Before the unconditional transfer of ownership, Licensee shall only dispose of rights in the Licensed Product with the written consent of Licensor.

(5) **Evaluation Licenses**. In the event you obtained a trial or evaluation version of the Software, it will come with a limited time period (the "Trial Period"). You may use the Software during the Trial Period for internal purposes, solely to evaluate the suitability of the Software for your needs. Upon the expiration of the Trial Period you must either purchase a paid license or uninstall the Software, Documentation and all backup copies thereof that you have obtained. If you do not purchase the Software prior to the expiration of the Trial Period, this Agreement, and all your rights and licenses hereunder will terminate at the expiration of the Trial Period.

§ 4 License Fees

(1) The license fees owed by Licensee to Licensor for the grant of rights hereunder are set forth in Schedule 2. The license fees represent a one-time license fee.

(2) Licensor will invoice the license fees to Licensee in accordance with the payment schedule set forth in Schedule 2. Invoices are payable without deduction within 14 days of the date of the invoice. If Licensee is in default of payment, the outstanding amount shall bear interest at the rate of eight percent over the then current basic rate of interest. This shall not affect any more extensive rights.

(3) All amounts stated in Schedule 2 are excluding any applicable Value Added Tax, unless explicitly stated otherwise. The current rate of statutory Value Added Tax shall be invoiced and paid in addition to all fees. Licensor shall state the rate and amount of Value Added Tax separately on the invoice.

§ 5 Warranty for Defects

(1) Licensor warrants that the software provided by it is substantially in accordance with the product description. There can be no claim under this warranty in the case of minor or immaterial deviations from the agreed or assumed characteristics nor in the case of just slight impairment of use. Product descriptions shall not be deemed guaranteed unless separately agreed in writing. In respect of updates, upgrades and the delivery of new versions,

the warranty shall be limited to the new features of the update, upgrade or new version compared to the previous version release.

(2) If Licensee demands replacement performance because of a defect, Licensor has the right to choose between the improvement, replacement delivery or replacement of services. If the defect is not cured within a first time limit and Licensee has set Licensor a reasonable second time limit without success or if a reasonable number of attempts to remedy, replacement deliveries or replacement services are unsuccessful, then Licensee may, subject to the statutory prerequisites, at its option withdraw from this Agreement or reduce the price and claim damages or reimbursement of costs. The remedying of the defect may also take place through the delivery or installation of a new program version or a work-around. If the defect does not or not substantially impair the functionality, then Licensor is entitled, to the exclusion of further warranty rights, to remedy the defect by delivering a new version or an update as part of its version, update and upgrade planning.

(3) Defects must be notified in writing with a comprehensible description of the error symptoms, as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects. The notification of the defect should enable the reproduction of the error. This shall not affect the statutory obligation of Licensee to inspect and notify defects.

(4) The warranty is limited to 12 months and shall begin on the date of delivery of the first copies of the Licensed Products including user manuals. In respect of the delivery of updates, upgrades and new versions, the warranty period for such deliverables shall in each case begin on the date of delivery.

(5) Licensee shall inspect the delivered items without delay for any transport damage and other apparent defects preserve the appropriate evidence and assign any claims for recourse to Licensor while handing over the documents.

(6) Any claims for damages are subject to the limitations set forth under § 7.

(7) Amendments or additions to the services or items delivered which Licensee carries out itself or through third parties, shall cause Licensor's warranties to be cancelled, unless Licensee proves that the amendment or addition did not cause the defect. Licensor shall also not be responsible for defects, which are caused by improper use or improper operation or the use of unsuitable means of operation by Licensee.

(8) Licensor may refuse to remedy defects or deliver replacements, until Licensee has paid the agreed fees to Licensor, less an amount which corresponds to the economic value of the defect.

§ 6 Warranty for Defects in Title

(1) Licensor warrants that the software delivered or provided by it shall be free from third party rights, which prevent the use in accordance with the contract. Excepted from this are customary retentions of title.

(2) If third parties are entitled to such rights and they pursue these, then Licensor shall do everything in its power, in order to defend the software at its own expense against the third party rights claimed. Licensee shall inform Licensor in writing without delay of the claiming of such rights by third parties and shall give Licensor all powers of attorney and authorizations which are necessary in order to defend the software against the third party rights claimed.
(3) To the extent that there are defects in title, Licensor is (a) entitled at its option to either (i) take legitimate measures to remove the third party rights, which impair the contractual use of the software, or (ii) remedy the enforcement of such claims, or (iii) change or replace the software in such a manner, that it no longer infringes the rights of third parties, provided and to the extent that this does not substantially impair the warranted

functionality of the software, and (b) under an obligation to reimburse Licensee for its necessary refundable costs incurred in the enforcement of legal claims.

(4) If a release under para. (3) Within a reasonable time limit set by Licensee, then Licensee may subject to the statutory prerequisites at its option withdraw from this Agreement or reduce of the price and claim damages.

(5) In all other respects § 5 para. (4), (6) and (9) apply accordingly.

§ 7 Liability, Damages

(1) Licensor shall be liable under the terms of this Agreement only in accordance with the provisions set out under (a) to (e):

(a) Licensor shall be unrestricted liable for losses caused intentionally or with gross negligence by Licensor, its legal representatives or senior executives and for losses caused intentionally by other assistants in performance; in respect of gross negligence of other assistants in performance Licensor's liability shall be as set forth in the provisions for simple negligence in (e) below.

(b) Licensor shall be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence of Licensor, its legal representatives or assistants in performance.

(c) Licensor shall be liable for losses arising from the lack of any warranted characteristics up to the amount which is covered by the purpose of the warranty and which was foreseeable for Licensor at the time the warranty was given.

(d) Licensor shall be liable in accordance with the German Product Liability Act in the event of product liability.

(e) Licensor shall be liable for losses caused by the breach of its primary obligations by Licensor, its legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which Licensee may rely. If Licensor breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by Licensor at the time the respective service was performed.

(2) Licensor shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

(3) Any more extensive liability of Licensor is excluded on the merits.

§ 8 Final Provisions

(1) Amendments or additions to this Agreement must be made in writing to be effective. This shall also apply to amendments of this written form requirement.

(2) This Agreement shall be governed by the laws of the Federal Republic of Germany except for the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods dated 11. 4. 1980).

(3) The courts for Licensor's registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement.

(4) Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.

Schedule 1:

dsmISI ISP and ISP+* – Licensing

Simplifies integration of ISP and ISP+ with scale-out storage

dsmISI ISP simplifies the integration of IBM Spectrum Protect (ISP) and IBM Spectrum Protect Plus (ISP+) with Dell PowerScale OneFS and significantly increases backup and restore times.

dsmISI ISP and ISP+ must be licensed for every Dell PowerScale node in a cluster environment. Every license is bound to an PowerScale node. New or additional nodes must be licensed separately. Excluded from this are nodes which are replacing a defective node of similar specification. The license which was bound to the defective node may only be used on the replacement node. Support language: English, German
* ISP = IBM Spectrum Protect (aka. IBM Tivoli Storage Manager - TSM) and ISP+ = IBM Spectrum Protect Plus

dsmISI VEEAM – Licensing

dsmISI VEEAM the easy way to use scale-out NAS as Veeam repository

dsmISI Veeam simplifies the integration of Veeam repositories in Dell PowerScale OneFS and optimizes backup and restore processes.

dsmISI VEEAM must be licensed for every Dell PowerScale node in a cluster environment. Every license is bound to an PowerScale node. New or additional nodes must be licensed separately. Excluded from this are nodes which are replacing a defective node of similar specification. The license which was bound to the defective node may only be used on the replacement node. Support language: English, German

dsmISI DATABASES – Licensing

dsmISI DATABASES - Simplified integration of database backups into scale-out storage

dsmISI Database improves database backup and restore performance by providing a simple integration of backup repositories (e.g. Oracle RMAN) into Dell PowerScale OneFS.

dsmISI DATABASES must be licensed for every Dell PowerScale node in a cluster environment. Every license is bound to an PowerScale node. New or additional nodes must be licensed separately. Excluded from this are nodes which are replacing a defective node of similar specification. The license which was bound to the defective node may only be used on the replacement node. Support language: English, German

dsmISI MULTIAPPLICATION – Licensing

dsmISI MULTIAPPLICATION must be licensed for every Dell PowerScale node in a cluster environment. Every license is bound to an PowerScale node. New or additional nodes must be licensed separately. Excluded from this are nodes which are replacing a defective node of similar specification. The license which was bound to the defective node may only be used on the replacement node. Support language: English, German

dsmISI VMware – Licensing

The solution is aimed at customers who want to use VMware efficiently with Dell PowerScale.

dsmISI for VMware enables organizations to integrate VMware and PowerScale (OneFS scale-out NAS) in an almost fully automated manner. dsmISI ensures that maximum throughputs of PowerScale clusters are achieved when used as VMware datastores.

dsmISI VMware must be licensed for every Dell PowerScale node in a cluster environment. Every license is bound to an PowerScale node. New or additional nodes must be licensed separately. Excluded from this are nodes which are replacing a defective node of similar specification. The license which was bound to the defective node may only be used on the replacement node. Support language: English, German

dsmISI QUANTUM STORNEXT – Licensing

dsmISI QUANTUM STORNEXT must be licensed for every Dell PowerScale node in a cluster environment. Every license is bound to an PowerScale node. New or additional nodes must be licensed separately. Excluded from this are nodes which are replacing a defective node of similar specification. The license which was bound to the defective node may only be used on the replacement node. Support language: English, German

dsmISI MAGS – Licensing

dsmISI MAGS the easy way to incrementally backup billons of objects

dsmISI MAGS allows fast backup and restore of large production file services (e. g. NetApp) with billions of objects in combination with IBM Spectrum Protect (ISP)

dsmISI MAGS must be licensed per 20 parallel scan-streams
Support language English, German

GSCC SPORD - Licensing

General Storage Cluster Controller ”Spectrum Protect On Resilient Docker” (GSCC SPORD) is a well-established high availability solution developed specifically for IBM Spectrum Protect server (ISP).

GSCC SPORD handles individual ISP server instances as independent objects in their runtime environment on any server in a cluster. If a problem occurs, GSCC initially begins with local fault correction. If the error cannot be corrected locally, the virtualized ISP server fails over to another system. All necessary operating components – ISP database instance, IP addresses, and SAN connections etc. – are also transferred, making the process fully transparent for ISP.

GSCC SPORD must be licensed per pair of physical server machines.
Support language English, German

Schedule 2:

dsmISI – ISP/ISP+/VEEAM/DATABASE/MULTIAPPLICATION/VMware

dsmISI QUANTUM STORNEXT

dsmISI MAGS

GSCC SPORD

Prices on request.

Please call our worldwide distributor Concat AG for further price information. (www.concat.de)

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