Admin-Scout for Informix Provisioning Agreement

This agreement regulates the provision of software and services for a limited period by

CURSOR Software AG
Friedrich-List-Strasse 31
35398 Giessen | Germany

(hereinafter called CURSOR)

and

_____

_____

_____

(hereinafter referred as Subscriber).

Fundamentals

The Admin-Scout for Informix (the Admin-Scout) is a combination of different software components with the goal to support the administration of IBM Informix databases. The Admin-Scout is provide to the Subscriber as a virtual appliance for Intel x86 platforms (the Appliance) under this Provisioning Agreement.

1.) Contract Objects

1.1 Appliance and CURSOR Extensions

The appliance includes a server based on a Debian GNU/Linux operating system, including additional software for building a web server.

The server acts as a platform for system and database monitoring software. For system monitoring, the open source software Icinga 2 is pre-installed.

For database monitoring, software from CURSOR's own development and open source software, in the way of scripts, are used (CURSOR Extensions).

The scope of services is described in the current technical online documentation. The documentation is delivered within the appliance.

1.2 CURSOR Services

Deployment of the Admin-Scout includes prior services such as installation and integration of the software into the appliance. A basic configuration of the monitoring software and, in particular, a pre-assignment of parameters with practice-relevant values takes place before delivery.

CURSOR provides the customer with further developments to the CURSOR Extensions described in 1.1.

Appliance-, system- or database monitoring software updates, are made available if their use is technically necessary or functional. CURSOR is responsible for this decision.

Notifications of further developments will be notified to the Subscriber or a designated employee of the Subscriber via e-mail. The program images and updates are provided on the CURSOR Service Distribution website (www.cursor-distribution.de). A download of the programs by the Subscriber or his employee is only possible after prior registration and during the term of this agreement.

2.) Usage

2.1 Provision

The scope of the services provided by CURSOR includes points 1.1 and 1.2.

CURSOR provides the Subscriber with the contractual objects from 1.1 for use within a specified period.

The Subscriber does not acquire any ownership rights to the Contractual Objects with the provision and no right of use beyond the agreed period.

The use of the appliance is bound to CURSOR services. For the CURSOR services, a fee will be agreed.

2.2 Scope of use

The Admin-Scout is provided independently of persons and can be used by several administrators. CURSOR does not specify the number of monitored servers and instances.

The use of the Contract Objects is limited to Informix database systems within the Subscribers company. A transfer, passing on to third parties, selling, renting etc. is not allowed.

The Subscriber uses the Admin-Scout for his own purposes and at his own discretion.

CURSOR makes no binding statements regarding the suitability and use of the Admin-Scout in the subscriber's environment. If it turns out that the Admin-Scout is not suitable for the subscriber's intended use, the subscriber has the possibility to withdraw from this provisioning agreement within a period of 30 days after provision.

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2.3 Debian

Debian is pre-installed as an operating system for the Intel x86 port of the appliance. The use of Debian by the Subscriber is in accordance with the Debian Free Software Guidelines (DFSG). The acceptance and adherence to the DFSG by the Subscriber is a prerequisite for using the Admin-Scout.

The DFSGs are stored on the appliance and can be viewed online via the menu items ● Admin-Scout Help, ● License Notes, ● Debian. If access is not possible, the DFSGs can be requested directly from CURSOR or accessed via the following link:
www.debian.org/social_contract#guidelines.

2.4 Icinga 2

Icinga 2 is pre-installed. Licensing to the Subscriber and use of Icinga 2 by the Subscriber is done in the relationship between The Icinga Project / Icinga. org as licensor and the Subscriber. The acceptance of the Icinga 2 GNU GPL-2 Open Source license by the Subscriber is a prerequisite for using the Admin-Scout.

The Icinga 2 license is stored on the appliance and can be viewed online via the menu items ● Admin-Scout Help, ● License Notes, ● Icinga 2. If access is not possible, the terms and conditions can be requested directly from CURSOR or Icinga www.icinga.org.

2.5 Prerequisites

Prerequisites for using the Admin-Scout are:

- acceptance of the Debian Free Software Guidelines by the Subscriber (see 2.3);
- acceptance of the Icinga 2 GNU GPL-2 Open Source license by the Subscriber (see 2.4);
- Informix version of the servers at least release 12.10 or higher.

2.6 Installation, integration and utilization

The installation and integration of the Admin-Scout into the system environment, is carried out by the Subscriber. CURSOR does not provide any support within the scope of this agreement and refers to the accompanying documentation.

Except for the correction of errors caused by the Contract Objects, CURSOR does not provide support for the use of the Admin-Scout and no support for the monitored systems of the Subscriber under this agreement, with the exception of the services defined in 1.2.

CURSOR offers separate services for installing, configuring and using the Admin-Scout. CURSOR offers service packages and individual solutions for these services, including extensive support in Informix administration. Interested parties are asked to request these services directly.

3.) Terms, termination, invoicing, fees

3.1 Terms

The Contract Objects will be made available by CURSOR for a period of 12 months from the date of invoicing (annual anniversary).

If no notice of termination is given, the provision is automatically extended by a further term of 12 months until the following anniversary.

3.2 Termination

Termination of the provision by the service recipient or CURSOR may be effected with a notice period of four weeks to the end of the respective term. Termination must be in writing (e-mail) and must be sent to the company address of CURSOR or, in the case of termination by CURSOR, to the company address of the Subscriber.

3.3 Immediate termination

CURSOR is entitled to terminate the contract immediately in the event of violations of the terms of this provision agreement by the Service User. In this case, the Subscriber shall no longer be entitled to continue to use the Contract Objects. Payments are not reimbursed for any outstanding terms.

3.4 Usage after termination

After termination or expiry of the provision period, the Subscriber has no longer the right to use the Contract Objects.

3.5 Invoicing

Invoicing is carried out at the beginning of each term over the entire term.

3.6 Fees

- **Duration twelve months: 1.800,- Euro**

All prices quoted are exclusive of statutory taxes.

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4.) General provisions

4.1 CURSOR GTC

The general terms and conditions of CURSOR Software AG apply to this provision agreement (the CURSOR GTC, available at www.cursor.de/de /impressum or https://www.cursor.de/downloads/AGB-CURSOR-2020-07-01.pdf. In case of differences, the provisions of this agreement shall take precedence over the CURSOR GTC.

5.) Duration, contact details, signatures

The provision of an Admin-Scout for Informix is agreed between the Parties as follows:

Start of provisioning _____

Email contact information of the subscriber

_____
(E-Mail Adress)

Technical contact person of the subscriber

_____
(Name, function)

_____
(E-Mail Adress)

Signed for the subscriber

_____
(Place, date)

_____
(Name, function)

_____
(Signature, company stamp)

Signed for CURSOR:

_____
(Place, date)

_____
(Name, function)

_____
(Signature, company stamp)