

Definitions

These definitions shall apply uniformly to the General Section and all Special Sections of the General Terms and Conditions, unless expressly provided otherwise in the Individual Contract.

Audit

"Audit" means an inspection carried out by or on behalf of Garancy to verify whether the Customer's use of the Software complies with the contractually agreed scope of use. The Audit shall be conducted solely for the purpose of establishing licence compliance and with due regard to the Customer's legitimate interests, in particular the protection of trade and business secrets and the principle of proportionality.

Defect

"Defect" means any deviation of the software from the contractually agreed quality which renders the software unsuitable for the purpose agreed in the Individual Contract or reduces such suitability to more than a negligible extent. Deviations resulting from non-contractual use, modifications by the Customer or third parties, or use in an unauthorised system environment shall not constitute Defects.

Defect Rectification

"Defect Rectification" means the measures taken by Garancy, at its discretion, to remedy a Defect, including, in particular, repair, the provision of fixes, service packs, product releases, or the provision of a reasonable workaround.

Fix

"Fix" means an update to a product release intended to remedy one or more errors. A Fix shall not, as a rule, include functional enhancements or modifications to the product release, although such enhancements or modifications cannot be entirely excluded.

Human User

Garancy administers an organisation's IT users within an identity management system. Each IT user managed by Garancy has a unique entry in the database. Garancy's pricing model is based on the number of user entries identified as unique human users / natural persons ("Human Users") by means of a specific configuration (user type "Human User" and setting of the primary user flag). This includes the organisation's own employees as well as, inter alia, temporary staff and employees of subcontractors or partner organisations for whom a separate entry has been created in Garancy.

Individual Contract

"Individual Contract" means any agreement concluded between Garancy and the Customer concerning licences, maintenance or services.

Maintenance Services

"Maintenance Services" means the services to be provided by Garancy in the context of software maintenance in accordance with the agreed maintenance contract. The scope of such Maintenance Services is exhaustively defined in the contractual provisions; no additional services shall be owed.

Metering

"Metering" (Licence Audit) means the technical or organisational determination of licence-relevant usage parameters of the software, in particular the number of users, user types or system parameters, for the purpose of verifying compliance with the agreed Scope of Use.

Open Source Software

"Open Source Software" means open-source software components from third parties which may be copied, distributed, used, modified and redistributed in modified form in accordance with the applicable open-source licence terms.

Operating Platforms (Third-Party Platforms)

Operating platforms are the underlying execution environments of a product. Such platforms include, in particular, operating systems, application servers and runtime environments. The relevant operating platform shall be determined by reference to the applicable section of the product documentation describing the installation requirements.

Passive Users

Garancy administers an organisation's IT users within an identity management system. Each IT user has a unique entry in the database. User entries that have been irreversibly deactivated in the Garancy system and are not linked to any active accounts in target systems are referred to as "Passive Users". Passive Users are retained solely for audit purposes.

Product Release

"Product Release" means a fully installable version of a product. A Product Release includes both functional enhancements and error corrections compared to its predecessor. Releases are designated using the format "Product Name x.y", where "x" denotes the major version and "y" the minor version. The decision whether a change constitutes a minor release (x.y+1) or a major release (x+1.1) shall be made by Garancy at its sole discretion, depending on the extent of the changes. No distinction shall be made between minor and major releases for the purposes of these General Terms and Conditions; both shall be treated equally.

Remote Access

"Remote Access" means the capability to access the software subject to the contract directly from a remote location and, where necessary for troubleshooting purposes, the Customer's IT systems. Such access is solely for the purpose of carrying out software maintenance and fault analysis.

Restricted User

Garancy administers an organisation's IT users within an identity management system. Each IT user has a unique entry in the database. User entries with a specifically limited profile compared to a Human User are referred to as "Restricted Users". The applicable restrictions for Restricted Users shall be defined in the relevant Individual Contract.

Reverse Engineering

"Reverse Engineering" means any process of deriving source code

from existing software by means of decompilation or by analysing its structures, states or behaviour.

Right of Use

"Right of Use" means the right granted to the Customer in the Individual Contract, as specifically defined therein, to use the software to the agreed extent. The Right of Use is limited to the expressly agreed types of use, user groups, system environments and usage scenarios. No further rights, in particular rights of modification, sub-licensing, transfer or reproduction, shall be granted unless expressly agreed.

Scope of Use

"Scope of Use" means the entirety of the quantitative and qualitative parameters of software use specified in the Individual Contract, including, in particular, the number of authorised users, user types, system parameters, the licence type and any temporal or organisational restrictions. Any use outside the agreed Scope of Use shall constitute a breach of contract.

Self-Disclosure

"Self-Disclosure" means a statement provided by the Customer at Garancy's request regarding the nature and scope of software usage, based on information reasonably available to it and using the measurement tools provided or approved by Garancy.

Software Maintenance

"Software Maintenance" means the services provided by Garancy in accordance with the Individual Contract and these General Terms and Conditions to maintain the basic usability of the software, through error correction and the provision of fixes, service packs or product releases, without any obligation to further develop or extend functionality.

Target Systems

"Target Systems" means IT systems or platforms connected to the software. Such systems may include, in particular, operating systems, databases or other IT applications.

Technical User

Garancy administers an organisation's IT users within an identity management system. Each IT user has a unique entry in the database. User entries that are not assigned to a specific natural person are referred to as "Technical Users". In Garancy, this is reflected by a specific configuration of the database entry (user type: "Technical User"). This includes, for example, technical accounts required for system integrations, as well as non-personal training and administrative accounts.

Third-Party Software

"Third-Party Software" means software programs or products developed by third parties and supplied by Garancy.

Value Pack / Service Pack

"Value Pack" or "Service Pack" means an update to a Product Release. Value Packs / Service Packs do not include a complete installation routine for the underlying Product Release but constitute additive extensions to it. They include both functional enhancements and error corrections. The latest Value Pack / Service Pack

represents the current fix level of the product.

Workaround

"Workaround" means a temporary or permanent measure which reduces or circumvents the effects of a Defect without fully eliminating it, provided that the usability of the software for the Customer is thereby substantially maintained.