

Specific Terms Software

These Specific Terms – Software supplement and prevail over the General Terms, available [here](#).

Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the General Terms.

1. Software. The Software to be provided is described in Company's offer mutually agreed to between Company and Customer through the submission of the Order and are subject to the Terms.

2. Right to Use. Unless agreed to otherwise within the Order, subject to payment by Customer of the fees (a) Company grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software for Customer's internal business purposes and (b) the use of the Software is limited to the number of user accounts (minimum 5) and the license metrics set forth in the Order ("[Right to Use](#)"). Users (with a user account) may use the Software subject to the Terms. The Right to Use commences on the first day of the month in which Customer received the login details. Customer is responsible for the use of the Software by its Users.

3. Access. Customer shall receive the necessary login details for the use of the Software. Customer is responsible for the proper management and preservation of the confidential nature of usernames and passwords. At Company's written reasonable request, Customer shall provide Company with a document indicating such management and preservation. Customer will not have access to the Software source code.

4. Changes. If feasible, Customer may request Company in the interim, in writing, to modify the license model and/or the number of User accounts, which will be subject to the signing of an additional Order, included related (commercial) terms. In the event of a reduction in the number of User accounts, the reduction will take place on the first day of the next coming renewal of the current Duration. In no event a refund and/or reimbursement will occur, which also applies in case User account(s) are/will not be used by Customer.

5. Infrastructure. Customer shall ensure that its infrastructure complies with the requirements set by Company before and during the use of the Software. These requirements can be found under the following link: <https://docs.clientele-itsm.com/systemrequirements/clienteleitsm/>.

6. Standard Support Services. Subject to a valid Order, Company will provide Standard Support Services for the Software during the Duration according to the Specific Terms Standard Support Services, available [here](#). Company will not be obligated to provide Standard Support Services for (a) issues arising from unauthorized use of the Software, (b) use of the Software not in accordance with the Documentation or (c) Services for which Company charges separate fees. In case of multiple Orders, the Standard Support Services periods will be coordinated.

7. Services. Any Services to be provided will be subject to the Specific Terms Services, available [here](#).

8. Third-Party Product. The Specific Terms do not apply to a Third-Party Product.