APIS IQ-Tools

Installation Manual Version 8

Network Installation Local Installation Unattended Install Installation of Service Packs

APIS Informationstechnologien GmbH

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Description of the license types

What is a network license?

A network license is intended for installation on a file server. It is installed there once and authorizes a set number of users to work with the APIS IQ software at the same time. The users access the program directory on the server via their local computer. Required program files are temporarily loaded into the Temp directory of the local computer when the program starts. The software then runs on the local computer.

In addition, a so-called Client setup can be done on each local computer that is to access the network license.

What is a single-user license (local license)?

A single-user license is intended for installation on a local client computer. It may only be installed on one computer and authorizes the local user to work with it at any time. The required program files should be in the designated area (Programs (x86)) on the local hard drive. You can also work with the software offline.

A special form is the single-user license with USB dongle. The installation can be carried out on any number of local computers. If the appropriate USB dongle with card is then plugged into the computer, the software is activated for use and the user can work with the software as long as the dongle is there.

What is a network license with NLX (NLX license)?

A network license with NLX allows the user to check out individual license seats for a certain period of time and thus work temporarily offline.

The license consists of 2 parts: an installation on a server and an installation on each client computer that is to connect to the server installation.

Installing on the server is no different from installing a normal network license in step 1. However, **no** client setup (step 2) may be carried out!

After installing on the server, remember to exchange the LIC file in the installation archive with the "NLX" LIC!

The installation on the client computer is no different from a local installation. In order for the local and network parts to connect, the program directory on the server must be selected when starting the client for the first time.

Which installation do I have to do?

The type of installation you need to perform depends on the license model you purchased from us. You have received an e-mail from our Customerservice team regarding the delivery of version 8.0. There you will find a **LIC** file attached. In the name of this file you see the license number and either the addition **NET** or **LOC** (or **NLX**). If you have more than one license, each **LIC** file is supposed to come with a separate e-mail.

For a license with the addition **NET**, carry out the installation on a server. For a license with the addition **LOC**, carry out the installation on a local (client) computer.

If you have received 2 files (1 NET and 1 NLX), first carry out the installation on a server. You

then install on all local computers that should connect to the installation on the server. Read the special installation notes for NLX: <u>What is a network license with NLX (NLX license)?</u>

Installation videos

Large parts of the following instructions are also described in installation videos. These are available on the APIS website (www.apis.de) and can be used instead of these instructions or as a supplement.

Terms and Conditions

Our **General Terms and Conditions for the Licensing of APIS IQ software** apply. You can download this at the following address: <u>http://www.apis.de/en/terms-conditions</u>.

With regard to proper installation, we refer in particular to <u>Section 3 of our Terms and</u> <u>Conditions: IP-Rights, granting of rights of use</u>

System Requirements

Server

- Hard disk with 500 MB free space
- A complete CIFS/SMB implementation including file and record locking must be provided by the file server, that will host the IQ software and data files.
- To install the APIS IQ software, Microsoft Installer version 5.0 or newer must be available. This requirement is fulfilled when using Windows Server 2008 R2 / Windows 7 or any newer version of Windows.

Local (Client)

- PC with a IA32 (x86) compatible processor
- Hard disk with 500 MB of free space (for installation on a local workstation)
- At least 1024 MB of free memory (RAM) and a screen resolution of at least 1024 x 768 pixels 4 GB RAM, CPU 2 GHz and above, und a screen resolution of at least 1600 x1024 pixels are recommended.
- Microsoft Windows 10 or Microsoft Windows 11

Access rights for network installations

- For a first installation full access rights (read, write, delete) are required for the installation (program) directory and also for the installation of service packs.
- Clients working with a network installation of the IQ software need read access and record locking rights for the program directory on the server and all subdirectories created by the installer.
- It is strongly recommended that clients be given full access rights to the "Workgroup" subdirectory so that they can create and modify templates or similar files. If write access to the "Workgroup" subdirectory is denied, some functionality of the software may be disabled or otherwise inaccessible.

If normal users shall not have write access, the initial start of a network license must be carried out by a person with administrator rights in this directory!

• If files created with the IQ software are also to be saved on a file server, file locking (sharing modes) must be activated for the corresponding directory.

Basic installation of the APIS IQ-Software:

If you received the software by email, click on the corresponding link to download the installation archive (zip file) and save it. Next, extract the contents of the archive.

If you received the software on CD, you should deactivate the **auto run** functionality. If the installation of the APIS IQ software starts automatically, cancel it for now. Later, use the Setup.exe file located in the **Setup** folder on the CD.

Option 1: guided installation

Installing the files on the local workstation

This kind of installation is to be used for single-user licenses or the local part of NLX licenses only! In case of a network license please read Admin Install by double click

You have received a **LIC** file from us by e-mail. To make archiving and orientation easier for you if you have multiple licenses, the name contains the license number and the license type. However, it cannot be processed in this form by the IQ software.

Therefore, copy the **LIC** file you received via e-mail into the extracted installation archive and rename the file to *apis_iq8.lic*. Since the file extension ".lic" is not always displayed, it is sufficient to change the automatically marked part of the name to *apis_iq8*.

Start the installer by double-clicking the Setup.exe file in the extracted installation archive. After the installation routine has started, you can choose a language for the installation.



The following welcome dialog appears. Click **Next** to continue.



Next, read the License Agreement. Once you have accepted this, you can click Next.

🔁 APIS IQ-Tools 8.0 - InstallShield Wiza	rd		×
License Agreement Please read the following license agreeme	ent carefully.		
Note: The customer agrees not to misuse the software, in particular, to observe the national and international copyrights, trademark, patent, name and labelling rights, as well as other industrial property rights and personal rights of third parties. Furthermore, the customer may not introduce data into the system that contains a computer virus (infected software), nor use it in a way that negatively affects the availability of the software for the customer himself or other customers. The customer is not entitled to reconstruct (reverse engineering), decompile, disassemble, modify, reproduce the software or use any part of the software to create a separate application. The customer agrees not to copy the software in any way or create derivative works from the software not to attempt to circumvent, disable or thwart technical restrictions applied to the			
 I accept the terms in the license agreemen I do not accept the terms in the license ag 	nt reement		Print
InstallShield	< Back	Next >	Cancel

Next, determine whether the installation should only be done for the current user account (without admin rights) or for the entire computer (admin rights required).

apis IQ-Too	ls 8.0 - InstallShield Wiza	ard		×
Ready to Inst The wizard is	t all the Program s ready to begin installation.			44
If you want t the wizard. Install this ap	to review or change any of yo oplication for:	our installation settin	gs, click Back. Clich	k Cancel to exit
	🗣 Anyone who	uses this computer	(all users)	
	Only	for me ('m;))		
InstallShield —				
		< Back	<table-cell-rows> Install</table-cell-rows>	Cancel

In the following dialog, select a target directory in which the program files should be stored. Click the **Change** button to select or create a new installation directory other than the suggested default one. We recommend not placing files directly in a root directory. Now click **Next** to continue.

🛃 APIS IQ-	Tools 8.0 - InstallShield Wiza	rd		×
Destinatio Click Nex	on Folder ct to install to this folder, or click	Change to install to	a different folder.	44
	Install APIS IQ-Tools 8.0 to: C:\Program Files (x86)\APIS\A	PIS IQ-Tools 8.0\		Change
InstallShield -		< Back	Next >	Cancel

Click **Install** to start the process.

APIS IQ-Tools 8.0 - InstallShield Wiza	rd	×
Ready to Install the Program		
The wizard is ready to begin installation.		
Click Install to begin the installation.		
If you want to review or change any of yo the wizard.	our installation settings, click Back. C	lick Cancel to exit
InstallShield		
	< Back Install	Cancel

After all files have been copied to the selected location, the wizard reports that the installation was successfully completed. Click **Finish** to close the wizard.

APIS IQ-Tools 8.0 - InstallSh	ield Wizard	×
	InstallShield Wizard Completed	
	The InstallShield Wizard has successfully installed APIS 8.0. Click Finish to exit the wizard.	IQ-Tools
	< Back Finish C	ancel

Installing the client for the network license - optional

For network licenses only. Start only, if you do not have a NLX license!

The so-called "Client setup" for a network license has some advantages. The client setup

- creates an entry in the list of installed programs (apps) in the Control Panel.
- creates a launch shortcut for the APIS IQ software in the list of available programs.
- creates a local copy of the help files.
- links the ".FME" file extension to the APIS IQ software. This means that the software can be started by double-clicking on any FME file.

To start the Client setup, go to the APIS IQ program directory on the server (you can also find the "IQ_80.exe" file there). Then double-click the **IQ-Tools.msi** file you find there. Once the wizard has started, click **Next** to continue.



Accept the License Agreement and click **Next** to proceed with the installation.



Next, determine whether the installation should only be done for the current user account (without admin rights) or for the entire computer (admin rights required).

🔀 APIS IQ-Too	ols 8.0 - InstallShield Wizar	ď		×
Ready to In	stall the Program			
The wizard i	s ready to begin installation			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
If you want exit the wiza	to review or change any of ard.	your installation se	ettings, click Back. (Click Cancel to
Install this a	pplication for:			
	😔 Anyone who	uses this computer	(all users)	
	Only	for me (``)		
InstallShield				
		< Back	Install	Cancel

In the following dialog, select a target directory for the client setup. The **Change** button allows you to choose a different path than the one already suggested. We recommend not selecting a root directory here. Click **Next** to continue the installation.

况 APIS IQ-	Tools 8.0 - InstallShield Wiza	ard		×
Destination Click Nex	o n Folder At to install to this folder, or click	Change to install to	a different folder.	
Þ	Install APIS IQ-Tools 8.0 to: C:\Program Files (x86)\APIS\A	PIS IQ-Tools 8.0\		Change
InstallShield -				
		< Back	Next >	Cancel

Confirm the next dialog with a click on Install.

🕼 APIS IQ-Tools 8.0 - InstallShield Wiza	rd		×
Ready to Install the Program			
The wizard is ready to begin installation.			Contraction of the second
Click Install to begin the installation.			
If you want to review or change any of yo the wizard.	ur installation settir	ngs, click Back. Click	Cancel to exit
InstallShield			
	< Back	Install	Cancel

When the wizard says the installation is complete, click Finish to close the wizard.

🕷 APIS IQ-Tools 8.0 - InstallShie	ld Wizard	×
	InstallShield Wizard Completed	
	The InstallShield Wizard has successfully installed APIS IQ-Tools 8.0. Click Finish to exit the wizard.	
	< Back Finish Cancel	

Option 2: Installing via command line – unattended install

This kind of installation is primarily suitable for network licenses.

You have received a **LIC** file from us by e-mail. To make archiving and orientation easier for you if you have multiple licenses, the name contains the license number and the license type. However, it cannot be processed in this form by the IQ software.

Copy the **LIC** file you received via e-mail into the extracted installation archive and rename the file to *apis_iq8.lic*. Since the file extension ".lic" is not always displayed, it is sufficient to change the automatically marked part of the name to **apis_iq8**.

Apart from the usual procedure, there is the option to run an unattended install. The lines marked as "**Command**" should be entered in the "**Run..**" dialog (right click on the Windows icon | Run...) or Command prompt (Windows Tools).

Step #1 Installing the files on the file server

Command:

msiexec /qn /a "Y:\APIS Installation source\IQ-Tools.msi" TARGETDIR="X:\IQ-Tools 8"

"Y:\APIS Installation source\IQ-Tools.msi" references the location of the source MSI file, i.e. the downloaded and extracted installation archive or CD. The parameter TARGETDIR defines the target directory for the network installation.

Step #2: Installing the client for the network license - optional

For network licenses only. Start only, if you do not have a NLX license!

To learn more about the advantages of the client setup see <u>Installing the client for the network</u> <u>license - optional</u>

Command:

msiexec /qn /i "X:\IQ-Tools 8\IQ-Tools.msi" INSTALLDIR="C:\APIS\IQ-Tools 8" OVERRIDEDEFAULTTARGET=1 MSIINSTALLPERUSER=1

In case of a client setup "X:\IQ-Tools 8\IQ-Tools.msi" references the location of the source MSI file. This is the path to the IQ-Tools.msi of the APIS IQ program directory on the server (see above Step #2).

The parameter INSTALLDIR defines the target directory.

OVERRIDEDEFAULTTARGET=1 always has to be included, otherwise the APIS IQ-Software is installed into the default directory, e.g. "C:\Program Files\APIS\IQ-Tools 8.0". MSIINSTALLPERUSER=1 ensures that the client setup can be executed with the logged in user.

Initial start of the APIS IQ software

When you start the APIS IQ software for the first time, you will be prompted to choose an **Environment Directory**. Your personal settings are saved there. We recommend keeping the suggested path and folder. Otherwise, you should at least choose a local folder where you have full write access.



Updating an existing installation (Service Pack Update)

APIS company provides the current software package for version 8.0 by means of download on their website <u>www.apis.de</u>, free of charge. Such a package can be used for the basic installation or an update. Special packages that only carry out an update are no longer available with version 8.0. The update is carried out on an existing installation, it is not necessary to uninstall beforehand.

Attention! – if you intend to update a network license, first verify, that no clients are running the IQ software, when installing a service pack.

This can be done in the **Command Prompt**: Go to the server, where the APIS IQ-Software is installed. Then open the Command Prompt and execute the command "**net files**". This should show you, whether any files in that directory are in use. You could combine that with "**find**" to filter for files in the APIS IQ program directory.

For example: C:\Users\admin>net files | find "IQ-RM Pro 8"

Update program version

This command in the "Help" menu of the APIS IQ software can also assist you with an update. It opens a dialog in which you can see at the top which service pack you are currently using.

If it is a network license and you are not currently the only active user, you will be informed and can see who else is in the software besides you. This allows you to specifically inform users about the intended update and ask them to close the software. An example command shows the required structure of the command line.

Clicking "Yes" will exit the IQ software and take you to a special area of the APIS website where you can view and download newer version 8 service packs.

1) Guided update:

Only suitable for single user licenses or the the local part of a NLX license!

Download the current software package for Version 8.0 from the website and extract the contents of the zip file.

Start the update with a double-click on the Setup.exe file. Then click Yes to confirm the operation.



In the next dialog click **Next** to proceed with the update.



As soon as all updates have been carried out, InstallShield reports that the update has been completed. Click **Finish** to close the dialog.

🔽 APIS IQ-Tools 8.0 - InstallShi	eld Wizard	×
	InstallShield Wizard Completed	
	The InstallShield Wizard has successfully installed APIS IQ-Too 8.0. Click Finish to exit the wizard.	ıls
	< Back Finish Cancel	

You may have adapted the Setup.ini file, as with the basic installation, so that you can also start the *update of a network license* by double-clicking (see chapter "Admin Install by double click"). In this case, you will see other dialogs, that are very similar to those of the basic

installation. As a special feature, a dialog may appear for selecting the license file. You can simply skip this dialog, as the license file should still be located in the program directory on the server.

Update of a network licenses client - optional

Unfortunately, it is not possible to update the client for the network license for technical reasons. If necessary, uninstall the client setup via Windows "**Apps and features**" (or "Installed apps") and then run it again.

2) Update by command line

Suitable for Network licenses.

Note: During the update, a backup of the "Workgroup" folder will be created in the program directory and marked by name with the date and time. After the update, copy all files except "shapes.ice" back to the original directory and replace the files there.

The command line for updating a network license is identical to that for the basic installation. As the license file should still be located in the program directory, it does not need to be placed in the installation archive.

Command:

msiexec /qn /a "Y:\APIS Installation source\IQ-Tools.msi" TARGETDIR="X:\IQ-Tools 8"

"Y:\APIS Installation source\IQ-Tools.msi" references the location of the source MSI file, i.e. the downloaded and extracted installation archive or CD. The parameter TARGETDIR defines the target directory for the network installation.

Troubleshooting: Potential errors and solutions to APIS IQ software installation problems:

If you get error messages during installation, please check:

- Whether you can modify and delete files in the installation directory.
- Whether there is enough disk space available for the installation directory and for the drive where temporary files are stored (typically C:\temp).
- That other software packages do not intervene in the installation process, e.g. anti-virus software, document management systems, undelete software. Temporarily deactivate the relevant software and try installing again.

When trying to update the installation, the following message appears:

🛃 APIS IQ-Tools 8.0 - InstallSh	ield Wizard	×
	InstallShield Wizard Completed	
	The wizard was interrupted before APIS IQ-Tools 8.0 c completely installed.	ould be
	Your system has not been modified. To complete install another time, please run setup again. Click Finish to exit the wizard.	ation at
	< Back Finish Car	ncel

In this case, the basic installation of the IQ software was done only for the logged-in user. During the service pack update, the Windows user account control appeared and requested confirmation of the update process. You have either responded negatively to this dialog or it was suppressed because the user account does not have unrestricted installation rights.

In that situation, uninstall the IQ-Software via "*Apps and features*" and then start a new basic installation with the newer software package.

When trying to start the APIS IQ software, the following error appears:



- You may have forgotten to rename the lic file before installing. Do this and create the subfolder **"licence**" in the program directory. Put the lic file there.
- If the lic file is located in the program directory in the "license" subfolder, extension for known file types may be hidden in your Windows Explorer (view option). In this case, the license file could be called "apis_iq8.lic.lic"after renaming and would therefore not be recognized. Right-click on the lic file to open its "Properties". In the "Details" tab you should see the actual file name.
- Check the spelling of the **"licence**" subfolder in the program directory (e.g. "license").

You have an existing installation and cannot or do not want to start the IQ software. Still, you need to find out what license it is.

Open the Command prompt and enter the following command line there:

"[Path to program directory]\IQ_80.exe" -s -V

After a short time, the information you would otherwise get via "Help | Info" in the APIS IQ software should be displayed.

Admin Install by double click

If you do not want to install a network license via the command line, you can also achieve the necessary admin installation by making a change in the "Setup.ini" file. Go to the extracted installation archive and open the SETUP.INI there. Now write the value "ACTION=ADMIN" after "CmdLine=". Save the file and close it, then start with <u>Option 1: guided installation</u>.

<u>Attention</u>: If you want to reuse the installation archive to install a local NLX client, you must remove the entries from the ini file after installation!

Section 3 of our Terms and Conditions: IP-Rights, granting of rights of

use

3. IP rights, granting of rights of use

3.1 In the relationship with the Licensee, APIS shall be entitled exclusively to all rights to the IQ-Software, in particular the copyright and other IP rights.

3.2 The Licensee shall only have the following non-exclusive and non-transferable rights to the IQ-Software under the contract.

3.3 Unless otherwise agreed, the Licensee may use the IQ-Software under the contract for an unlimited period of time after payment of the agreed remuneration and otherwise only to the extent of the contractually stipulated license, even if the Licensee may technically access a greater scope of the IQ-Software under the contract in in-dividual cases. The Licensee shall be granted only those rights to the IQ-Software that are necessary to use the software. If the rights of use are limited to a hardware or software environment defined in the contract, any use deviating from that shall require the consent of APIS. If a hard-ware or software environment defined in the contract does not work, using the software in another environment shall also be permissible without the consent of APIS until the environment is restored. The scope of the right of use shall depend on the agreed license model:

(a) Single user license with USB dongle: The IQ-Software may be installed in one or more operating system environments (local physical computers). Use is possible only in combination with the associated dongle, which must be connected to the respective operating system environment via a USB port.

(b) License server without NLX functionality: The li-cense server may be installed on one of the customer's servers. Use is only possible in combination with a restriction to a MAC address or an associated dongle, which needs to be connected to the license server (or the network) via a USB port. In addition, the licensee must install the license server client version of the IQ-Software on any number of operating system environments (local computers) that connect to the license server in the licensee's network upon startup. Concurrent use is limited to the number of licensed users or seats (concurrent users).

(c) License server with NLX functionality: The license server may be installed on one of the customer's servers. Use is only possible in combination with a restriction to a MAC address or an associated dongle, which must be connected to the license server (or the network) via a USB port. In addition, the licensee must install the license server client version of the IQ-Software on any number of operating system environments (local computers) that connect to the license server in the licensee's network upon startup. Concurrent use is limited to the number of licensed users or seats (concurrent users), with the users also deciding upon the start of the contractual IQ-Software whether they want to book out a seat in order to use the software offline for a limited period of time, i.e. without permanent connection to the network. These seats are blocked for other users for the booked-out time. The booked-out seat automatically becomes available again for other users after the booked-out period has expired or by logging in prematurely.

(d) Company license: With a company license, in addition to the Licensee, affiliated companies may also use the software under the contract to the extent of the granted rights of use. Affiliated companies in terms of these General Terms and Conditions are companies in which the Licensee holds more than 50 percent of the shares ("affiliated companies"), the

industrial leadership of which lies with the Licensee, and which have access to the installation site.

(i) If the affiliated company loses that status, the employees of the company are no longer entitled to use the software.

(ii) In exceptional cases, the continued use of the company license by the exiting company may be permitted for a transition period of three (3) months maximum if the Licensee agrees to such use.

(iii) If there are significant changes, e.g., a change in the Licensee's headcount by more than 25 percent, the Licensee shall be obligated to notify APIS of such change without being re-quested to do so. In such a case, APIS shall be entitled to recalculate the license fees.

(iv) In case of a company license, concluding a collateral maintenance contract is mandatory, including in case of a combination with further APIS software products, in particular with a CARM Server license.

(e) University license: The IQ-Software may be used exclusively in research and teaching for a specific project, in particular, any commercial use shall be prohibited. If agreed in individual cases, the IQ-Software may be installed several times in a class. The pre-requisite is that the Licensee requests the multiple installation in writing, stating the license number, the project/class title and the name of the responsible supervisor as well as the expected duration of use of the multiple installation. University licenses are personalized, i.e., data can only be exchanged between users with the same user profile. There are no maintenance services for university licenses, in particular no updates and upgrades.

(f) CARM Server license: Depending on the specifically agreed scope of license, the CARM Server provides various modules, libraries, and functions that can be used in connection with IQ-Software. The CARM Server may be installed on a server or in a network of the customer, which must be for the IQ-Software accessible via an IP address. The license numbers of the various IQ licenses, which are intended to be authorized to interact with the CARM Server must be stored in the CARM Server profile. Concluding a collateral maintenance contract is mandatory for the CARM Server.

(g) The APIS CDM Server is initially made available to licensees of APIS IQ-Software V8.0 free of charge.

The licensee is permitted to install and run one in-stance of the APIS CDM Server in order to support multiple instances of the APIS IQ-Software V8.0 in the licensee's company environment.

The APIS CDM server must be configured so that its IP address and the required network ports are accessible from the computers running the APIS IQ-Software V8.0. It is the licensee's responsibility to ensure proper network configuration to enable seamless communication between the APIS CDM server and the APIS IQ-Software clients.

The APIS CDM server is provided as an OCI image (Docker image) that the licensee can run on a sup-ported server operating system.

APIS provides the specifications of the system requirements separately to ensure compatibility with the licensee's environment. Updated versions of the CDM software are also provided as OCI images via the same process.

The provision of the OCI image is facilitated by a "container registry" system. Each licensee is pro-vided with an account (username/password) to access and download the OCI image.

The licensee is responsible for the security and confidentiality of the login credentials for the container registry account. APIS is not liable for unauthorized access due to compromised login credentials.

APIS reserves the right to track the account details and IP addresses associated with each download of the CDM image. That information may be analyzed for security purposes or may be used for research to improve the product.

(h) Temporary licenses: In individual cases, it is possible to license the IQ-Software under the contract by separate agreement for a limited period of time, but at least for three months.

(i) Reseller licenses: The license models listed above, and these General Terms and Conditions shall apply without restrictions to any transfer of the IQ-Software under the contract by resellers.

(j) Training license: A training license may only be used in connection with a booked APS training event. Mul-tiple installation of your own license is not permitted, not even for a limited period of time for the duration of the training.

3.4 If the IQ-Software requires using a dongle, APIS shall provide such dongle free of charge at the beginning of the contract term. The Licensee shall be responsible to ensure that the dongle is not misused and does not get lost. In the event of damage or loss, APIS shall replace the dongle against reimbursement of the related costs and ap-propriate proof (e.g., returning the damaged dongle, writ-ten confirmation of loss).

3.5 APIS reserves the right to block license numbers that have been or will be used in a recognizably abusive manner and to replace them with a new delivery.

3.6 The Licensee may use the IQ-Software under the contract only for internal purposes and to the extent ac-quired. All further rights, in particular the right to distribute including (sub)leasing, to translate, to edit, to pass on to suppliers and service providers of the Licensee even if they work exclusively on projects of the Licensee, to arrange and to make publicly available the IQ-Software un-der the contract shall remain exclusively with APIS. The operation of data processing centers for third parties including affiliated companies, subject to an available company license, shall not be permitted. The transfer to suppliers or service providers shall not be permitted, even if they work exclusively on company projects.

3.7 Trial versions of the IQ-Software under the contract are made available as a demo license by download with temporary authorization of use and limited functions. The Licensee shall be

solely responsible for downloading and installing a trial version in accordance with its intended use. In case of trial versions, the Licensee's rights of use shall be limited to such actions that serve to determine the condition of the Software under the contract and its suitability for the Licensee's operations. Commercial use shall not be permitted. In accordance with the contract with the Licensee, the IQ-Software under the contract may deviate from the demo license with regard to the scope of functions.

3.8 All data processing devices (e.g., servers, operating systems, computers) onto which the IQ-Software under the contract is copied in whole or in part, temporarily or permanently, shall be on the premises or in the direct pos-session of the Licensee or – in case of a company license – of one of the affiliated companies. If the Licensee wants to operate or have operated the IQ-Software under the contract for the processing of internal business transactions on data processing equipment that is on the premises and in the direct possession of a third company (outsourcing), that shall be possible only on the basis of a written agreement with APIS, which APIS is prepared to conclude while safeguarding its justified operational interests – in particular with regard to compliance with the contractual provisions on the right to use the IQ-Software under the contract by the third company.

3.9 The Licensee may perform data backup in accordance with the generally accepted rules of technology and create the necessary backup copies of the IQ-Software un-der the contract for such purpose. A backup copy on a portable data carrier shall be marked as such and provided with the copyright notice of the original data carrier unless that is technically unreasonable. The Licensee must not change or remove copyright notices of APIS.

3.10 Prior to decompiling the IQ-Software under the contract, the Licensee shall request APIS in writing, specifying a reasonable deadline, to provide the information and documents necessary to establish interoperability. Only after fruitless expiry of the deadline shall the Licensee be entitled to decompile within the limits of art. 69e UrhG (German Copyright Act). Prior to the involvement of third parties (e.g., pursuant to art. 69e sec. 1 no. 1, sec. 2 no. 2 UrhG), the Licensee shall provide APIS with a written declaration by the third party that the latter undertakes directly towards APIS to comply with the provisions contained herein.

3.11 If the Licensee receives copies of new versions of IQ-Software under the contract from APIS (e.g., within the scope of rectification or contractually agreed maintenance), which replace a previously provided software version, the right of use granted to the Licensee shall exist exclusively with respect to the most recently received version. The right of use with respect to the previously pro-vided version shall expire as soon as the Licensee implements the new version for use on productive systems. The previously provided version must be uninstalled and irretrievably deleted. However, the Licensee may use the new version for test purposes for six (6) weeks in addition to the old version in productive use. The provisions of Section 6 shall apply to the replaced version.

3.12 The Licensee may only transfer the IQ-Software under the contract to a third party in a uniform manner which was purchased by contract from APIS (including software obtained through possible additional purchases or within the scope of maintenance). The temporary or partial transfer to third parties or the transfer to several third parties shall be prohibited or must be agreed with and ap-proved by APIS in each individual case. The restrictions of clauses 1 and

2 shall also apply to corporate restructurings and legal successions, e.g., in accordance with the Ger-man Law regulating the transformation of companies (UmwG).

3.13 In cases of a uniform transfer of the contractual software by Licensee to a third party (new user) as permit-ted under Section 3.13 above, the following shall apply: The Licensee must completely and finally relinquish the use of the software under the contract and transfer all copies to the new user or render them unusable. The Licensee is obligated to make the terms and conditions of use and transfer for the licensed software available to the new user. The Licensee shall promptly notify APIS in writing of the transfer to the new user, stating the new user's name and address.

3.14 The Licensee must not transfer software under the contract to third parties, which was ceded for a limited period of time.