

Terms and Conditions for "ApiOmat" Licensing and Software Maintenance

A. PRELIMINARY REMARKS, AND GENERAL PROVISIONS

These Terms and Conditions apply to the business unit "ApiOmat" of EASY APIOMAT GmbH, AG Leipzig, HRB 36885 (below referred to as "EAP").

1. SCOPE

1.1 These Terms and Conditions for "ApiOmat - Licensing and Software Maintenance" additionally apply to all individual contractual provisions for license and software maintenance contracts of EAP regarding the business unit "ApiOmat" which EAP has agreed upon with its business partners (hereinafter referred to as "Customer" or "Customers").

1.2 These Terms and Conditions are an integral part of a concluded contract that refers to them. They also apply to future business relationships with the Customer; they do not have to be expressly included again.

Basically, the following essential contractual provisions apply in the enumerated order:

- Single contract (service certificate or order confirmation) for specific EAP services, including attachments (in particular, service description; requirement specifications and/or performance specifications;
- Special Terms of Service (STS) of EAP, particularly for specific services, third-party software license terms, and Service Level Agreements (SLA),
- these Terms and Conditions for "ApiOmat - Licensing and Maintenance".

1.3 Diverging Terms and Conditions of the Customer, as well as changes and amendments, will only be valid when they are approved by EAP. This also applies when the General or Special Terms and Conditions of the Customer have not been expressly objected to.

1.4 EAP can change these Terms and Conditions and/or STS at any time without stating reasons, even effective for an existing contractual relationship. EAP will inform the Customer of changes at least 30 days prior to effectiveness. The Customer's consent shall be valid unless he indicates his rejection within 10 days after notification of the changes, is still using the software, and still claiming and/or ordering software maintenance services. A reference to the above described permission effect is made separately in EAP within the designated announcement deadline of 30 days.

1.5 EAP can transfer its rights and/or duties from the contractual relationship to one or more third parties (assume contract and/or debt, cession). In the event of assuming contract and/or debt and impairment to the Customer's interests, the Customer shall be entitled to terminate the contract extraordinarily.

2. DEFINITIONS

2.1 "ApiOmat" refers to the software distributed and developed by EAP which essentially fulfills the function of a Mobile Enterprise Backend as a Service, and which is described at this Internet address: <https://easy-software.com/en/eap/contracts/gtc/service-description/>. This also includes all modules, connectors, documentation, and possibly applications provided by default.

2.2 "State-of-the-art technology" includes all generally recognized rules of technology gained by the respective conclusion of the contract. They include the requirements known to the corresponding expert groups which have been tried and tested, and have generally become commonplace.

2.3 "Force majeure" is an event that for none of the contracting parties can be predictable and avoidable by using the utmost care that can be reasonably expected. Within this meaning, force majeure may comprise the following events in particular: war, insurrection, uprisings, embargoes, earthquakes, explosions, fires, floods, thunderstorms, or in-house industrial action. Even pandemic related disruption of operational procedures and resource availability constitute force majeure within the meaning of these regulations.

2.4 "Individual software" refers to software programs, program modules, tools, etc. that have been individually created for contract fulfillment to meet the EAP customer's needs (including associated documentation). This does not include customizing/parameterizing, and customizing standard software or standard software services (e.g. at source code level), as well as tools used, especially not those of ApiOmat and its customization and extension.

2.5 "IT system(s)" refers to the networks, communications systems, hardware, software, interfaces, and other technical information technology equipment used by the Customer to claim the contractual services.

2.6 "Place of performance" refers to the site where EAP has to perform the performance actions characterizing the value proposition. In cases of doubt, the place of performance and the place of fulfillment is the EAP headquarters.

2.7 A "defect" exists if (a) the contractual services do not wholly or partially meet the contractual requirements and specifications, particularly if EAP does not comply with the respective service levels, or (b) if the contractual services are not suited for the contractually required use, or (c) they do not have a quality which is usual for services of a similar kind and which the customer can expect according to the nature of the contractual services.

2.8 "Users" refers to the actual people using the license software, whether they are employed with the Customer, technical users, or otherwise authorized as a third party to use the software.

2.9 "End customer" refers to a contractor of the Customer who, through EAP's consent, is authorized to use the services.

2.10 "Third parties" within this meaning refers to all natural and legal entities, as well as to all other organizations that are not a customer, end customer, or user. These do not include the companies associated with EAP (affiliates).

2.11 "Service Level Agreements (SLA)" refers to service requirements defined in an individual contract, order confirmation, or the Exhibits (particularly service description at the Internet address <https://easy-software.com/en/eap/contracts/gtc/service-description/>) which define the type and scope of contractual services in terms of site, time, quality, and quantity.

2.12 "Maintenance and Support" (software maintenance) includes announcing and providing all minor and major updates within the contract period, as well as rendering troubleshooting services. Maintenance shall be performed only for current version releases, as well as a subsequent period of 12 months.

2.13 "Confidential information" refers to all information and documents, including contract documents marked either confidential or whose confidentiality arises from the circumstances or their nature. Confidential information in particular refers to technical, business, or other information, e.g. information regarding technologies, R&D, products, services, product prices, and services, customers, employees, subcontractors, marketing plans/concepts, as well as financial matters.

Information known to the receiving contracting party before it received it from the other contracting party as part of the business relationship with EAP or that the receiving contracting party independently developed without unauthorized resort to confidential information of the other contracting party, or that the receiving contracting party acquired from a third party that is not bound to non-disclosure restrictions with regard to the use and dissemination of this information and that has legally acquired the information or that is or becomes generally known through no fault or action of the receiving party, or that a party has exempted from confidentiality by written declaration to the receiving party shall not be considered confidential information.

Notwithstanding the foregoing, "trade and business secrets" shall be treated as confidential information.

A business secret includes a piece of information that

- is not known or readily accessible, either in its entirety or in its details, to people in the groups that normally handle this type of information and is hereof of economic value, and
- subject to appropriate confidentiality measures by its rightful owner.

B. GENERAL RULES GOVERNING THE CONTRACTUAL RELATIONSHIP

3. CONTRACT OFFER, CONCLUSION OF CONTRACT, AND CONTRACT ADJUSTMENTS

3.1 Any presentation and other product and service descriptions are subject to change. A contract is only concluded when EAP has accepted the customer's offering (e.g. through direct ordering or concluding an individual contract) within the offering period, or when EAP commences with the acts of performance owed. In the latter case, the Customer waives receipt of the declaration of acceptance by EAP.

3.2 The essential contractual provisions must be recorded in writing in an individual contract. If a third party (particularly a sales partner of EAP) has contributed to concluding the contract, EAP will not recognize the Customer's objections that the Customer infers from an additional contractual relationship with the third party.

3.3 EAP must be informed immediately about all essential facts regarding the business relationship, particularly changes in the company name, name, address, contact account, the Customer's ability to dispose of or commit, or the people authorized to represent the customer, as well as any powers of representation or disposition that have been disclosed (in particular contact persons). If the Customer culpably fails to notify the change of his contractual data, he shall bear the costs for the determination of the data necessary for the execution of the contractual relationship.

3.4 If it transpires that the Customer has provided EAP with incorrect and/or incomplete information about rendering contractual services or if he has not made available essential information about rendering the contractual services, either in full or in part, despite the Customer's written request to this effect and that additional costs are incurred for EAP as a result of inadequate provision of information that were not foreseeable prior to the conclusion of the contract, EAP shall be entitled to demand re-negotiations with the goal of an appropriate adjustment of the remuneration and/or service description that is reasonable for the customer. If the contracting parties are unable to agree within a period of 14 working days after prompting renegotiation, EAP shall be entitled to suspend the contractual services and/or terminate the contract, in whole or in part, for a good cause.

4. SERVICE DUTIES

4.1 EAP can – in addition to the licensing and software maintenance provided below – render services to the Customer which are directed to establish, adjust, and integrate software and which are provided and billed as services (time & material). Such services require special ordering.

4.2 Where EAP provides additional services free of charge, the Customer has no claim to their services being rendered. EAP will inform the Customer of discontinuation of gratuitous services.

4.3 The Customer as licensee will get software updates where software maintenance is owed. Where technically possible, EAP will use the newest version of its own and/or third-party applications (particularly the EAP standard software) provided that these are used for rendering services, e.g. in SaaS products. Unless otherwise determined, EAP shall inform the Customer prior to switching versions in compliance with a reasonable period of time.

4.4 If cooperative actions of the Customer are required for the production of the readiness for delivery or performance or usability of the products and services owed by EAP (e.g. compilation, maintenance, compatibility of IT systems, provision of interface documentation, as well as accesses to the respective IT systems), these services shall not be owed by EAP. To the extent that EAP is to provide support services in this respect, and the Customer wants to make use of these, a separate contractual agreement shall be made.

Information by the Customer about his functional and technical requirements, his system environments, interfaces, and integration needs are the basis for the use of the licenses granted by EAP and their other services. If this information is incorrect, incomplete, contradictory to a not insignificant extent, or if, objectively, non-executable or provided system components are not as stipulated in the contract, the Customer does not fulfill his notification and cooperation duties. EAP is not obligated to examine and check this information, guidelines, and provided materials on whether these are applicable or sufficient for rendering the contractual services of EAP where this is not obvious.

4.5 It is known to the Customer that the products and services of EAP may be subject to changes due to new technological

developments, as well as to legal and/or new official regulations. Licenses, service or other services (e.g. development of individual software) for the Customer can therefore only be customized by EAP to the respective technical development state. This, however, only applies in that delivery or rendering the agreed services are not unreasonably impaired or becomes impossible and customization is reasonable for the Customer, taking into account all circumstances or his legitimate interests.

4.6 EAP is entitled to relocate the service sites diverging from its site(s) within the European Union or the European Economic Area. Compliance with privacy provisions and the Customer's consent are required when outsourcing to another country that is not a member state of the European Union or the European Economic Area.

4.7 Service dates and deadlines shall only be binding upon written confirmation by EAP and when the Customer notified or provided in a timely manner all information and documents required for executing the services, i.e., paid down payments as agreed, granted permissions and shares, as well as performed otherwise required cooperation actions. In the case of additional or extension orders placed after conclusion of the contract (including change requests), the deadlines shall be extended accordingly. If the Customer does not fulfill his duties of notification and cooperation to a sufficient extent and if delivery or performance of the contractual service obligations of EAP is delayed as a result, the agreed deadlines shall be automatically extended appropriately, but at least by the period of the delay. The claim of EAP for compensation and the right of EAP to terminate remain unaffected.

4.8 A service availability guaranteed by EAP is regulated in the contractual documents, particularly that of service description (<https://easy-software.com/en/eap/contracts/gtc/service-description/>). Exempt from this are times at which accessibility cannot be maintained due to technical or other problems that are not within the sphere of influence of EAP (including force majeure, see 2.3, third-party negligence, as well as planned maintenance). The service levels can be changed in coordination with the Customer to the extent that this is required due to changing operational and technical requirements by the Customer or for constant improvement of contractual services. The Customer may reject customization only for good cause. Para. 3.4. Sentence 2 applies accordingly in the event of rejection.

4.9 EAP may temporarily halt or limit access to the services to the extent that security of the SaaS or network operation, retaining network integrity, particularly avoiding serious network disruptions, interoperability of the services and/or privacy requirements make this necessary.

4.10 EAP will perform the required maintenance for contractual services (particularly IT systems) where possible during low-use periods. The Customer shall not be entitled to reject required maintenance or maintenance required by third-party manufacturers, through applications, and restrictions of the availability of IT system resulting hereof, or define their time and duration. Should longer, temporary service suspensions or limitations be required, EAP will inform the Customer of the kind, scope, and duration of impairment 10 days before where this is objectively possible according to the circumstances and where notification would not delay removal of interruptions that have already occurred.

4.11 Unpredictable and unavoidable events that are outside of the sphere of influence of EAP and that are not justified, such as force majeure according to 2.3, shall for their duration relieve EAP of the duty to render services. Agreed service deadlines shall extend by the duration of the glitch; the Customer will be properly notified from the start of the glitch. If the end of a glitch is not predictable or if it lasts longer than a month, each party shall be entitled to terminate the contract. This applies accordingly if the cited circumstances occur with an EAP subcontractor.

4.12 Where EAP is dependent on delivery items / services for rendering its services which it does not render itself and which cannot be procured at the time the order is placed, EAP shall be entitled to withdraw from the individual contract inasmuch as EAP is not supplied by its vendor / subcontractors, or is not responsible for non-delivery, or cannot procure the services in spite of reasonable efforts or at significantly increased market prices (in comparison to the usual prices in the trade). EAP shall inform the Customer immediately of non-availability of services and, where necessary, refund the Customer *quid pro quo*.

4.13 Where the Customer is the addressee of (e.g. sovereign) permission obligations in combination with the use of contractual services or obligated to provide reports to his public sovereigns (e.g. ministries, regulatory authorities) or other third parties, EAP shall,

where possible, supply all required information it can access, and support the Customer at his cost.

5. GENERAL DUTIES/OBLIGATIONS OF THE CUSTOMER

5.1 The Customer is obligated to pay the remuneration owed.

5.2 The Customer warrants that the data/information reported by him to EAP is correct and complete. He shall undertake to reconfirm the timeliness to EAP, regardless of 3.3 and 3.4, upon the corresponding request, within 14 days from the date of receipt.

5.3 The Customer shall undertake to keep passwords he may have received from EAP for the purpose of accessing its services strictly secret and to promptly notify EAP once he becomes aware that the password is known to third parties, as well as to promptly change it or let EAP change it if he has reason to suspect that unauthorized third parties have obtained knowledge thereof. If, due to the fault of the Customer, third parties use services of EAP by misusing the passwords (credentials), the Customer shall be liable, among other things, for the remuneration as well as for any claims for damages arising therefrom.

5.4 The Customer warrants that as part of rendering the service by EAP competent and qualified contact persons will be available, particularly for coordinating tasks and for queries. The Customer shall warrant through organizational measures that the respective employees he provides as part of rendering the service are subject exclusively to its right of direction and disciplinary authority. Instructions shall be given exclusively as part of the agreed allocation of tasks.

5.5 If the Customer is required to cooperate in order to ensure that the service owed is ready for performance/suitable for use, this cooperation must be promptly provided. EAP shall inform the Customer as far as recognizable of capacity concerns arising in connection with the use of the Customer's technical infrastructure or IT systems, and shall coordinate with the customer, as far as the customer has informed EAP in writing at an early stage of special service descriptions/characteristics (e.g. intended peak usage, storage volumes, process specifications).

5.6 The Customer shall reasonably support EAP in the performance of the contractually owed services to the extent required, in particular provide the data, (confidential) information necessary for the performance, as well as take the necessary measures so that EAP can access the customer's technology and its respective system environment/its IT systems, where necessary, also by remote access.

5.7 The Customer shall be responsible for ensuring that the contractual services can be provided in accordance with the applicable legal sovereign framework relevant for their being rendered (e.g. regulatory requirements). The Customer shall monitor the legal framework applicable hereto, and shall notify EAP in writing of any changes promptly after their announcement, specifying possible impact on the services. EAP shall implement the changes and/or newly applicable legal framework conditions announced in writing or the requirements to be observed for the contractual services preferably already before they come into force, in accordance with the change procedure (see 18 and 20.).

5.8 In as much as the Customer is subject to export or export restrictions (in particular so-called "dual use goods", embargoes) within the scope of the services requested by him, he shall be responsible for compliance with the provisions of foreign trade law. After detecting violations against this, EAP shall not be obligated to render such contractual services.

5.9 The Customer shall be basically responsible himself for administration, configuration, maintenance and support of the programs developed based on ApiOmat and in this processed data (e.g. data entered into apps). This does not apply to the infrastructure that EAP may be obligated to provide by contract, particularly ApiOmat itself.

5.10 EAP is not obligated to monitor the information transmitted and stored by the Customer, or investigate circumstances that indicate illegal activity. If EAP also renders these services, this will require a separate agreement.

5.11 The Customer may not violate legal prohibitions, morality and rights of third parties (trademarks, rights to names, copyrights, data protection rights, etc.) through the measures initiated by him in connection with the rendering services through EAP.

5.12 If the Customer violates one or more of the obligations according to 5.7 to 5.11 or if third parties make such a violation credible, EAP shall be entitled to promptly block rendering services for as long as the violation of rights or the dispute with the third party

persists. The Customer must be notified of this, where possible, in advance. The blocking shall be limited to specific services in accordance with the technical possibilities and proportionate to the occasion. It may only be maintained as long as the reason for the block continues to exist.

If the Customer continues the violation despite warning or reprimand and/or if continuation of the EAP contractual relationship is no longer reasonable, EAP may terminate the (entire) contract or affected independent parts thereof for good cause. Further claims for damages remain unaffected.

5.13 It is the Customer's responsibility to perform adequate backups and to properly maintain and service the IT system environment for which it is responsible.

5.14 The EAP services do not release the Customer from his obligation to comply with the customary and recognized security standards, such as the use of routinely updated anti-virus programs, a sanity check for incoming data, backup, and routine changing of passwords and customary access control.

5.15 The Customer shall undertake to indemnify EAP from all claims asserted against EAP due to violations of the above terms.

6. PRICES AND TERMS OF PAYMENT

6.1 Agreed prices are exclusive of statutory sales tax/VAT. Cash discounts will not be granted.

6.2 Travel times, travel expenses, and additional costs shall be compensated separately. Waiting times of EAP for which the Customer is responsible shall be compensated like working hours.

6.3 Unless agreed otherwise in individual cases, the following terms of payment apply:

EAP will submit an invoice of contractual services to the Customer. Services arising from continuing obligations may be invoiced to the Customer in arrears or in advance directly after delivery/performance of services for the contractual services rendered. Such claims shall be due and payable upon invoicing unless EAP specifies an aging period in the invoice.

If the Customer does not pay within 10 days after receipt of the invoice or if he does not pay within the aging period specified in the invoice, or if the Customer does not pay within an otherwise agreed term of payment, the Customer shall be in default in accordance with the appropriate Civil Code without any further reminder, with the consequence that default interest shall be owed.

If the Customer is in default with his payment obligations, EAP shall charge a reminder fee (amounting to at least € 3.00) for each reminder in addition to the flat rate. EAP reserves the right to assert another damage caused by default.

6.4 The Customer must raise objections against billing the services rendered by EAP in writing within 10 days after receipt of the invoice. After expiration of the above period, the bill shall be deemed approved by the Customer. EAP shall specifically draw the Customer's attention to the significance of his conduct when sending the invoice.

6.5 Besides, EAP shall be entitled to adjust the fees once per quarter (maximum) at its reasonable discretion, in particular in the event of cost increases by third-party licensors. EAP shall announce changes in remuneration with a deadline of three (3) months by the end of a quarter. In this case, the new remuneration shall be valid from the first day of the following quarter. The price increase requires the Customer's consent if the increase within twelve (12) months since last determination is more than 5 percentage points. The Customer's consent shall be deemed to have been granted unless the Customer objects to the price increase within 10 days of receipt of the notice of change. If the Customer objects to the change within the time agreed upon, EAP shall be entitled to terminate the contract in writing with a notice period of one (1) month to the end of the month prior to the effective date of the increase. EAP shall undertake to inform the Customer of the consequences of failure to do so or of the objection together with the notice of change.

6.6 The Customer shall be obligated to pay the usage fee incurred through authorized or unauthorized use of the contractual services by third parties. This will not apply if he is not responsible for the use.

7. SERVICE PROBLEMS AND WARRANTY

7.1 If EAP renders the owed services inadequately, the Customer will be entitled to assert warranty claims in addition to the agreed Service Level Agreements (SLA; see service description).

7.2 Guaranteed properties or warranties (particularly texture and/or durability) refers only to those which have been labeled as

such and which have been put in written form. This promise shall apply at the longest until expiration of the warranty period.

7.3 If the service defects and/or qualitative service issues are due to circumstances for which EAP is not responsible but which are part of the Customer's risk area, there will be no obligation to dispose of them. Any claims shall therefore not extend to faulty or insufficient instructions or cooperation of the Customer as well as system components provided by the Customer and such system components which the Customer or a third party changes without the consent of EAP. This does not apply if the Customer proves that this change is not causal for the reported service problem, and is not due to a previously performed self-remedy. In addition, the claims do not apply to software that the Customer does not use in the agreed system environment or IT systems.

7.4 If the deficiency of the service is based on the use of software that EAP has acquired or licensed from third parties for the purpose of using the service, the warranty rights of the Customer shall be limited to the scope of the rights to which EAP is entitled vis-à-vis the third parties. EAP shall be entitled, where possible in the internal relationship, to cede these rights to the Customer. If the Customer obtains updates, patches, bug fixes, or upgrades of software that is subject to the contract or necessary for the agreed use from a third party (e.g. through online download via the Internet), EAP shall not be liable for any defects or other service problems arising therefrom. If the Customer asserts claims against EAP in such a case, it shall be incumbent on him to prove that the problem is the responsibility of EAP.

7.5 For the investigation and/or elimination of defects or actually non-existing service problems or such that are based on circumstances for which the Customer is responsible, EAP can demand compensation of expenses at the agreed hourly rates.

7.6 The liability regulations governed below shall remain unaffected by the above rights.

8. RETENTION OF TITLE

8.1 EAP shall retain ownership of any rights, goods and objects (items) delivered until all claims to which EAP is entitled vis-à-vis the Customer in connection with the contractual services have been settled. In the case of a current account, the reserved property shall apply as security for the balance or current account claim to which EAP is entitled.

8.2 The Customer is only permitted to sell contractual services subject to retention of title in proper business transactions. The Customer is not entitled to pledge the reserved services elsewhere, cede them by way of security, or make any other dispositions endangering EAP's ownership.

8.3 The Customer shall already now cede the claim from the resale to EAP; EAP will accept this cession.

8.4 The Customer is revocably authorized to collect the claims ceded to EAP in trust for EAP in his own name. EAP may revoke this authorization as well as the right to resale if the Customer does not fulfill his essential obligations, e.g. payment. If the Customer does not comply with his essential obligations, he shall be under obligation to provide, at the request of EAP, the necessary data, in particular name, address, telephone number of the contractual partner, and the services sold to him, so that EAP can notify the buyer of the cession of the claim, and itself collect it.

8.5 In case of seizures or other impairments of the retention of title/ownership rights or the ceded claim for payment by third parties, the Customer shall be obligated to immediately point out the retention of title and the property/rights of EAP, as well as cession of the claim. In addition, the Customer shall be obligated to inform EAP promptly via telephone and by specifying the facts, and to notify EAP in writing on request. Furthermore, the Customer is under obligation to notify EAP of the name of the third party/parties pursuing seizure of property or claims or causing other impairments in such a manner that EAP is in a position to protect its legal interests against the third party. The costs of a defense against such access shall be borne by the Customer.

8.6 If the convertible value of the securities exceeds the total claims of EAP to be secured by more than 10 %, the Customer shall be entitled to demand release to this extent.

8.7 The above provisions shall apply mutatis mutandis to the transfer of rights of use under copyright law, with the exception of cases of continuing obligations (see 10.9).

9. CUSTOMER'S COOPERATION AND PROVISION DUTIES

9.1 The Customer's duties to cooperate and to provide materials are principal duties to be performed free of charge. EAP

shall not be in default if the Customer has not fulfilled these duties as contractually agreed. EAP shall be entitled, in the event that the Customer persistently fails to fulfill his cooperation and provision duties, give notice of extraordinary termination of the affected (entire) contract or independent part of the contract, or withdraw from the affected (entire) contract or independent part of the contract, and demand immediate payment of the entire remuneration agreed for the remaining term of the contract or part of the contract. In the latter case, EAP shall take into account the part of the remuneration saved by EAP as a result of the Customer's non-fulfillment of the contract. The Customer reserves the right to prove a lesser extent of damage.

9.2 The Customer may himself fulfill the duties of cooperation and provision incumbent upon him or, with the consent of EAP, commission third parties with the fulfillment of these duties.

9.3 EAP shall be entitled to inform the Customer of the type, scope, timing, and other details of the cooperation and provision services to be rendered by him.

9.4 The Customer will provide, within the scope of what is reasonable, EAP with the information and documentation (in particular, all necessary internal policies) requested by EAP in each case which from a reasonable point of view is required and which is available from the Customer.

9.5 The Customer shall grant the people of EAP and/or third parties commissioned by them access to the premises to the extent necessary for the performance of the contractual services, and shall provide other work equipment.

10. LICENSE AGREEMENTS, COPYRIGHT, AND RIGHTS TO USE

10.1 The Customer may use the software and other EAP services (works) protected by copyright for his own purposes, and as part of the contractually agreed scope. The Customer may only allow third parties, end customers, or other users even from associated companies within a group of companies or a corporation to use the works of EAP (e.g. by means of extension of use or sublicensing) if EAP has given its prior written consent.

10.2 The Customer does not acquire any ownership rights to the software in the event of permission to use standard or individual software or cloud services by EAP, except for the transfer of software in perpetuity (purchase). Permission to use shall always be based on license terms, particularly license metrics, for the actually agreed use of the software. If license to use by EAP also applies to integrated third-party software, the license agreements with these third parties will be made available to the Customer upon request.

10.3 The Customer shall ensure that he has the right (particularly intellectual property rights) for programs and confidential information with which EAP comes in contact as part of contractual fulfillment to make edits or changes to these programs and information or other services. In addition, he shall ensure that there are no third-party rights on the part of the Customer which obstruct, limit, or preclude the contractual use of services rendered by EAP.

10.4 The simple rights to use work results, which are individually created by EAP for the customer, are transferred to the Customer upon full and unconditional payment: EAP revocably grants the Customer - unless it is a transfer for a limited period of time (rental, SaaS) - the simple, non-exclusive, non-transferable as well as factually and geographically unlimited right to use all work results developed for the Customer (project developments), as well as all extensions and customizations of these work results together with the associated documentation. EAP reserves an independent right of use and exploitation in order to be able to further develop its software products.

The above granting of rights for the benefit of the Customer does not include the Customer's right to make the work results available to third parties for his own purposes or to third parties for processing, modification (and other redesigns), reproduction, publication, and other distribution and exploitation of any kind, nor the right to transfer the rights of use and grant sublicenses limited or unlimited in terms of time and content.

10.5 Rights to use third-party software which as part of execution of the contract are made accessible, shipped or, where necessary, edited by EAP are provided to the extent permitted by the manufacturer. The Customer shall ensure that anyone using EAP and/or third-party products complies with the license provisions of the respective manufacturer.

10.6 EAP shall be entitled to use the know-how used or acquired by it while rendering the contractual services at its own discretion, in

its own interest, or for the benefit of third parties, provided this does not involve the use or publication of business or financial confidential information or personal data of the Customer.

10.7 The Customer may perform backups in compliance with the recognized rules of technology and create the necessary backup copies of the programs for this purpose. The Customer is under obligation to neither modify nor remove copyright notes by EAP or third parties. He shall not be entitled to use, copy, edit, transfer, publish, convert to a different version format (particularly reverse engineering or decompiling), or translate in different ways the contractual services other than described in the License Terms unless such conversion is indispensably provided for by express statutory regulations. Applicability of Sections 69 d, e of the German Copyright Act (UrhG) or comparable national or country-specific regulations remain unaffected by this.

10.8 Granting the rights of use shall only take place at the time of full payment of the remuneration owed. Until full payment is made, EAP will, however, allow the Customer to use the work results. EAP may revoke the use of work results for which the Customer is in default of payment for the duration of the default.

10.9 To the extent that the Customer has been granted right of use for the contractual services or the temporary right of use (i.e., no permanent transfer) ends due to the end of the contract, the Customer must return to EAP or delete the work results/software, possible copies thereof, as well as all written documentation and other information/services upon request unless the Customer is under statutory obligation of longer retention.

10.10 EAP shall basically not be entitled to the use of data, applications, confidential information of the Customer. Rights and duties arising therefrom are the sole responsibility of the Customer. However, the Customer grants EAP a geographically unlimited, royalty-free, non-exclusive right to use coding, data and other information that includes all types of use, inasmuch as this is necessary for EAP to render the contractual services. The Customer shall retain all rights, titles, and legal claims in and to his protected data.

Moreover, EAP shall be entitled to hold data in a disaster recovery data center (backup data center) or make changes to the data or the data format in order to remove glitches.

10.11 Where EAP charges separate license fees, these are generally based on specific license metrics such as frequency of use (e.g. number of users), resources (e.g. data volumes), useful life, or a combination of parameters. The product-specific license metrics are defined in the License Terms below, or in a Licensing Policy specially referred to in the assignment.

10.12 EAP shall be entitled to have the conformity of the actual use of the contractual services delivered or made available by it checked on the Customer's premises (audit). The audit shall be carried out by an expert who is bound to secrecy vis-à-vis the Licensor or EAP, and who is not bound by instructions and who may only disclose information to the extent that license violations have occurred and to the extent that such information is necessary for the prosecution of such violations. The audit must be announced with a deadline of at least two (2) weeks. It must be ensured that personal data of third parties never be disclosed to the expert. The Customer shall support this in an appropriate manner, i.e., particularly provide the necessary information.

10.13 The Customer fully indemnifies EAP from any claims of third parties due to license violations in accordance with the preceding paragraphs. Further claims for damages remain unaffected.

11. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS / INDEMNIFICATION CLAIMS

11.1 If a third party asserts claims against the Customer due to the infringement of an industrial property right or copyright through the use of the services owed by EAP and if their use is impaired or prohibited as a result, the following provisions shall apply.

11.2 EAP shall, at its discretion and expense, either modify or replace the agreed services in such a way that they do not infringe the property right, but essentially correspond to the agreed service in a way that is reasonable for the Customer or release the Customer from license fees vis-à-vis the property right holder or third parties.

11.3 Prerequisites for the above exemption of EAP are that the Customer immediately notifies EAP of the assertion of claims by third parties, that he does not acknowledge the alleged infringement of property rights and leaves any dispute, including any out-of-court settlements, to EAP or conducts it only in agreement with the latter. If the Customer discontinues use for reasons of mitigation of

damages or other important reasons, he shall be obligated to point out to the third party that the discontinuation of use does not constitute an acknowledgment of the alleged infringement of property rights.

11.4 To the extent that the Customer has to justify the infringement of property rights, and the claim by third parties is based on the fact that the service content owed by EAP has been edited without its knowledge or edited in any other way and has not been used with the services provided by EAP, claims against EAP are precluded.

11.5 Where applicable, mandatory statutory liability regulations or 12. shall remain unaffected of this.

12. LIABILITY

12.1 EAP shall be liable, regardless of the legal grounds, for damages or reimbursement of futile expenses to the full amount only for damages of the Customer due to intentional or grossly negligent conduct, fraudulent concealment of a defect, in case of the assumption of express guarantees, as well as warranted characteristics of the quality and/or durability, in case of damages resulting from death or personal or physical injury, for claims arising from product liability, as well as in case of mandatory statutory provisions.

12.2 In the event of negligent breach of essential contract duties (cardinal duties), EAP shall be liable – regardless of the cases described in 12.1 – only to a limited extent for the damage typical of the contract, and reasonably foreseeable at the time of concluding the contract. Cardinal duties are duties, fulfillment of which enable proper conduct of the contract in the first place, and whose violation imperils accomplishing the purpose of the contract, and on whose compliance the contracting party may routinely rely.

12.3 Foreseeable damage typical of this type of contract shall be deemed to be damage amounting to a total of 60 percent of the remuneration paid to EAP by the Customer during the last twelve (12) months prior to the occurrence of the respective damage event. Several loss events that have the same cause of loss shall be deemed to be one loss event (continuation clause).

12.4 EAP shall be liable, regardless of the cases described in 12.1 and 12.2, not for lost profit, indirect damage, consequential damage, and claims by third parties, except for claims from infringement to the property rights of third parties, as well as for defects occurring in the context of a change made or otherwise caused by the Customer to the services of EAP, or other external influences and which originate from the Customer's risk area. It is the Customer's responsibility to prove that any defects that occur are not causally due to a change to the system environment or other external influences.

12.5 EAP shall be liable for loss of data or programs, regardless of the cases described in 12.1 and 12.2, only to the amount of damage that would have occurred with routine backup. The above limited liability applies in particular when the damage is based on the fact that the Customer has omitted to perform regular backups, thereby ensuring that lost data can be restored with reasonable effort, unless EAP has taken over backup for the Customer.

12.6 EAP only provides contractual services for the use by the Customer; it will not be liable for damage incurred to the Customer through the use of his (misappropriation). In particular, EAP will not be responsible for regulatory audits or audits by third parties (e.g. third-party manufacturers) on the Customer's site.

12.7 In addition, EAP liability for property damage and financial loss is precluded. Where applicable, mandatory statutory liability provisions shall remain unaffected.

12.8 To the extent that EAP liability vis-à-vis the Customer is limited or precluded, this shall apply accordingly to legal representatives, employees, freelancers, and other vicarious agents of EAP.

13. CONFIDENTIALITY, NON-DISCLOSURE, PRIVACY, AND REFERENCES

13.1 The receiving contracting party may not disclose confidential information to third parties without prior written consent by the other contracting party unless this is required due to a mandatory applicable statutory framework or court or regulatory orders. The receiving contracting party must promptly inform the other contracting party in writing of an obligation to disclose. If the confidential information is made accessible to consultants of the receiving contracting party in the context of interpreting or executing the contractual documents or a dispute arising hereof and the consultant has previously sworn to secrecy in writing vis-à-vis the

receiving contracting party, or if he is already under obligation to secrecy due to his vocation, disclosure will be possible. The Customer must destroy or delete confidential information by EAP or documents and data created on behalf of EAP unless this is contrary to legal retention obligations. The Customer shall confirm to EAP within thirty (30) days after termination of an individual contract that he has complied with the above duties.

13.2 The Customer and EAP shall mutually undertake to treat as confidential all confidential information and trade secrets of the respective other contracting party which the latter makes accessible to the respective other party based on initiation and performance of the contract, take appropriate organizational and technical measures to maintain confidentiality, and use information to be treated as confidential only within the scope of the agreed purpose and to comply with the applicable provisions of privacy and data security.

13.3 The Customer may not process confidential information through

- unauthorized access to, unauthorized acquisition or unauthorized copying of data media containing the confidential information and from which can be inferred the confidential information, or
- any other conduct that under the respective circumstances does not comply with the principle of good faith, taking into account honest market practice.
- watching, examining, deconstructing, or testing a product or item that has been made publicly available or that is in the possession of the watcher, examiner, deconstructor, or tester (prohibition of decryption).

13.4 EAP expressly reminds the Customer that privacy for data transmissions in open networks such as the Internet cannot be entirely guaranteed according to state-of-the-art. The Customer is aware that EAP may inspect the Customer's data at any time from a technical viewpoint. Even third parties may be technically capable of unauthorized interference with network security and viewing data traffic. It is the complete responsibility of the Customer to ensure security and backup of the saved data unless EAP has taken over these services for the Customer.

13.5 The Customer is aware that rendering the services may be job data processing according to Article 28 of the GDPR. In this regard, the Customer shall be responsible for complying with the provisions of the GDPR and other provisions for privacy (see Art. 4 No. 7 of the GDPR). At the same time, EAP declares that the technical and organizational measures pursuant to Art. 28 of the GDPR are basically kept in combination with Art. 32 of the GDPR.

13.6 If the Customer collects, processes, or uses personal data, he shall ensure that this is done in accordance with the conditions of privacy law and, in the event of a breach, he shall indemnify EAP against claims by third parties. EAP will forward any complaints such as information, correction, deletion, and blocking claims to the Customer.

13.7 The Customer grants EAP a revocable right, valid for the duration of the business relationship, to state the name and the company logo of the Customer, as well as a brief description of the contractual relationship, as a reference object and in compliance with confidentiality/privacy in any publications (in particular, brochures and Websites) of EAP.

14. STATUTE OF LIMITATIONS

14.1 According to the statutory provisions, claims based on an intentional or grossly negligent act by EAP of a legal representative or vicarious agent of EAP as well as claims for damages arising from death or personal or physical injury based on an intentional or negligent breach of duty by EAP, a legal representative or vicarious agent shall become statute-barred.

14.2 For all other contractual and legal claims against EAP, the statute of limitations is one year.

C. SPECIAL PROVISIONS FOR CONTRACTUAL PURCHASE SERVICES

15. CUSTOMER'S INVESTIGATION DUTIES

The Customer shall have to promptly investigate the rendered services of EAP for obvious and recognizable defects and to indicate these to EAP in comprehensible form by specifying the information suitable for correction of malfunctions. The Customer must give notice of defects that are not obvious immediately after they become known. Moreover, he has to take the required measures that enable detection and reproducibility of the defects or damage and their causes, or facilitate and accelerate elimination of the malfunction.

16. WARRANTY FOR CONTRACTUAL SERVICES

16.1 If EAP renders the services owed inadequately, the Customer will be entitled to assert warranty claims for a period of 12 months from the delivery of the item. 14.1 shall remain unaffected by this.

16.2 EAP shall initially, at its own discretion, provide the warranty through repair or replacement delivery (rectification). To exercise the right of choice, EAP shall be entitled to a consideration period of ten working days, calculated from the receipt of the Customer's notification. The Customer must tolerate three rectification attempts due to the same defect. If rectification fails, the Customer will be able to demand, at his discretion, a reduction of the compensation (reduction) or cancellation of the contract (withdrawal). However, the right of withdrawal is excluded for minor defects (non-substantial errors in the software or its implementation).

16.3 If the Customer chooses to withdraw from the contract after a failed supplementary performance, he will not be entitled to any claim for damages against EAP due to the notified defect regardless of the cases mentioned in 12.1 and 12.2.

D. SPECIAL PROVISIONS FOR SERVICES UNDER A CONTRACT FOR SERVICES

EAP may render work services for customers with a predetermined scope of services (contract for services) or based on an "Agile Project Contract" to be agreed separately or on a service basis (compensation according to time spent / "Time & Material" - service contract).

17. SERVICE CONTRACT, WARRANTY

17.1 If the parties have agreed upon a service contract for project services, EAP shall declare production readiness after rendering the service, providing the services for the purpose of a functional test and acceptance. If an acceptance date has not been agreed upon by the parties, EAP may demand acceptance in compliance with an appropriate announcement notice.

17.2 Unless agreed otherwise, the Customer shall be entitled to subject the services under the contract for services to a functional test within 15 days after receipt of the declaration of readiness for operation and/or the request for acceptance (functional test period). The Customer shall declare acceptance of the contractual services at the latest after the end of the functional test period. Acceptance cannot be denied due to insignificant function impairing defects; in these cases, the Customer can link acceptance to due dates for removing non-acceptance impairing defects. Acceptance shall be deemed to have occurred if the Customer a) fails to accept the project services (work) or parts thereof within the 15-day period, although he is under obligation to do so, or b) puts the services into productive operation within or after expiration of the due date.

17.3 The Customer has to investigate project or other services rendered by EAP promptly for obvious and recognizable defects and, where existent, indicate these to EAP in comprehensible form by specifying the information suitable for correction of malfunctions. The Customer shall give notice of defects that are not obvious promptly after they become known. Moreover, he has to take the required measures that enable detection and reproducibility of the defects or damage and their causes, or facilitate and accelerate elimination of the malfunction. If the Customer accepts a defective work or parts thereof even though he is aware of the defect, he shall be entitled to warranty rights only if he reserves his rights due to the defect when accepting.

17.4 EAP shall initially, at its own discretion, provide warranty by repair or replacement delivery (rectification). To exercise the right of choice, EAP shall be entitled to a consideration period of ten working days, calculated from the receipt of the Customer's notification. The Customer must accept three rectification attempts due to the same defect. If rectification fails, the Customer will be able to demand, at his choice, a reduction of the compensation (reduction) or cancellation of the contract (withdrawal). For minor defects (insignificant defects of the services), however, the right to withdraw is precluded. If the Customer chooses to withdraw from the contract after failed rectification, he shall not be entitled to any further claims for damages against EAP due to the defect complained of regardless of the cases mentioned in 12.1 and 12.2. The Customer shall not be entitled to remedy defects himself (self-performance) and/or demand reimbursement of the necessary expenses.

17.5 The limitation periods pursuant to Section 14 shall apply accordingly to defects in partially accepted services, beginning at the time of acceptance or partial acceptance, if and to the extent that these do not simultaneously represent defects in the overall service. The Customer must prove whether defects in partially accepted services are at the same time defects in the overall system.

18. CHANGE PROCEDURES / CHANGE REQUEST

18.1 Particularly for limiting, changing, or extending a service specified in the contractual documents (e.g. changes to the quantity structures that refer to those intended in the respective individual contract if compensation scales are significantly exceeded or undercut, or if rendering another or additional service is targeted), each contracting party may initiate the change procedure at any time through a change request.

18.2 The change request must be in writing; it must contain enough information to enable the other contracting party to evaluate the change request. Each change request must contain at least the following information:

- description of the desired change;
- the purpose of the desired change;
- specific circumstances and background to be considered with regards to the desired change, and
- priority of the desired change.

Unless otherwise specified, change requests shall be submitted by the defined contact person of one party to the defined contact person of the other party.

18.3 All changes require a written agreement (amendments and/or new individual contracts) made and entered into by and between the contracting parties. These must be confirmed in writing by the respective contact persons. The date at which the change becomes effective must be specified in the agreement.

18.4 The respective contact person addressed shall adequately review the change request for its practicability, legal and economic implementation. If a change is not possible or implementable, the Customer shall be entitled to properly end the part of the contract covered by the change request and EAP shall be entitled to properly end the entire business relationship. Until the date of termination, the previous contractual services shall continue to apply.

18.5 If preparing the implementation offer requires an extensive technical and/or specialized planning, EAP may make this dependent upon paying an appropriate compensation. In this case, it will submit a corresponding planning offer with details of the compensation. The Customer shall accept or reject the planning offer within a reasonable period.

18.6 EAP may support the Customer, if he so desires, in defining the change request. To the extent that in an isolated case support exceeds a scope of one person day, this shall be remunerated separately by the customer on a time and material basis in accordance with the applicable terms and conditions.

E. SPECIAL PROVISIONS FOR CONTINUING OBLIGATIONS (SERVICE, RENTAL, MAINTENANCE, AND OTHER SERVICES)

19. AGREEMENT TERM, AND END OF AGREEMENT

19.1 If a date has not been agreed for the commencement of the contractual services, the agreement term shall commence with the provision of the services or the subscribed usage options.

19.2 If the contract has been concluded for a temporary time or a minimum contract term has been agreed upon with the Customer, the contract will extend, respectively, with the agreed time or minimum term unless terminated with a period of three (3) months at the respective expiration of the specific time or expiration of the minimum contract term.

19.3 If no end of the respective term or no other time limit is agreed on for continuing obligations, the respective part of the service can be terminated by the Customer with a notice period of three months to the end of the year, and by EAP within one month to the end of the calendar quarter in addition to the cases otherwise regulated in these terms and conditions.

19.4 The right to terminate a contract for good cause remains unaffected. Prior to termination for cause, notice of termination must be given in writing. The party in breach of contract must be warned in writing and must be given the opportunity to remedy the grievances giving rise to the good cause within 30 days of receipt of the warning. A warning will not be required if

- the Customer seriously and permanently denies fulfillment of the services he is responsible for;
- he is more than 14 days in arrears with the payment of the fees owed or a not insignificant part thereof;
- the Customer, his vicarious agents or people employed by him in performing his obligations culpably violate essential provisions of the contractual provisions (incl. these terms and conditions or the description of services);
- the Customer violates criminal regulations when using the services or there is urgent suspicion of a crime in this regard;
- there is a change in the person of the Customer, sale of the company occurs, or a change in the legal circumstances of the company such that there are justified doubts about the reliability and performance of the customer, and
- if an application for the opening of insolvency proceedings has been filed against the Customer's assets, such an application has been rejected for lack of assets, enforcement measures against the Customer have been unsuccessful, or enforcement measures have been issued and not lifted within one month (e.g. lifting of the attachment).

19.5 To become effective, any termination requires the text form. Termination by the Customer due to failure to provide use in accordance with the contract is only permissible if EAP has been given enough opportunity to eliminate the defect and this has failed. Failure of rectification of defects is only to be assumed if this is impossible, if it is refused by EAP, or delayed in an unreasonable manner, or if for other reasons an unreasonableness for the Customer is given.

19.6 By ending an individual contract, EAP is entitled to end all other individual contracts concluded with the Customer at the same time. To the extent that a minimum term has been agreed upon for an individual contract prior to whose expiration the corresponding contract cannot be ended, this will be valid until the time at which the corresponding individual contract can be properly ended for the first time.

19.7 In the event of an agreed term and when termination arises from a reason to be justified by the Customer, the Customer shall be obligated, notwithstanding termination of the services by EAP, to pay the compensation agreed upon until the next possible proper termination date; however, the Customer reserves the right to prove that EAP has not suffered damage or only minor damage through this premature termination of the agreement. This shall not affect assertion of other damage by EAP.

19.8 Upon separate agreement, EAP shall provide, for a fee and where possible, the services necessary for the transfer of the contractual services to the Customer or a third party designated by the Customer (e.g. migration to another service provider, provision of appropriately qualified employees, performing training courses) for a period of up to six [6] months after termination of an individual contract.

Details of the support services will be regulated by the contracting parties in a termination agreement. The contracting parties shall

conclude the termination agreement not later than twelve (12) months prior to the end of an individual contract or, in case of termination, immediately after submission of the termination declaration.

The additional services to be rendered by EAP as part of the support services shall, unless otherwise agreed, be billed to expenditure according to the conditions that are valid here (see 6.1).

19.9 If the regulatory content of individual provisions extends beyond the term of the contract (e.g. exemptions from liability, limitations of liability, copyrights, privacy), these provisions shall also remain effective beyond the term of the contract. Upon termination of the contract - regardless of the legal reason - the rights of use or rental licenses granted by EAP or third parties within the scope of the rendering services shall expire.

20. CHANGE PROCEDURES / CHANGE REQUEST

Within the scope of continuing obligations (service, rental, maintenance, and other services), the provisions of the change procedure / change request pursuant to Section 18 - inasmuch as is applicable to the services owed - shall apply accordingly.

F. SPECIAL TERMS AND CONDITIONS OF THE AGREEMENT FOR ADDITIONAL CUSTOMER DEVELOPMENTS

21. CUSTOMER DEVELOPMENTS

Within the scope of the use of ApiOmat on servers of the Customer by way of purchase licensing or as Backend-as-a-Service, i.e., as ApiOmat hosted in the cloud, EAP opens the possibility for customers to develop, design, test, use, and distribute their own customer-specific and custom applications, or to carry out processing for the products of EAP agreed in advance with EAP (developments). The use of the applications developed by the Customer himself in test, QA, or production systems is part of the Customer's responsibility. The Customer shall indemnify EAP in this respect from any warranty and liability, also towards third parties, on initial demand.

22. EAP SERVICE OBLIGATIONS

22.1 Where the Customer, by using EAP products, wants to program software (e.g. applications) (developments), commissioning EAP to do this with development services, the contractual duties of EAP shall be limited to rendering services separately for development and for standardized deployment of EAP products (e.g. ApiOmat).

22.2 EAP shall not take responsibility for success to be achieved through development services; instead, it will render these services only as a service to be billed to expenditure.

22.3 The Customer shall, within the scope of the development, confirm that production use of the application developed by him is part of his responsibility. EAP shall not be obligated to monitor the information transmitted and stored by the Customer, or search for circumstances pointing to illegal activity. It shall have no regulative possibility to determine the content of the customer-side developments, in particular no administrative access. It is the Customer's sole responsibility to update and technically check the operational software, applications, or developments installed for the developments. The Customer must therefore independently obtain information about availability of updates, upgrades, release versions, and new version (particularly of third-party software), and perform the corresponding updates at his own expense and risk.

22.4 EAP precludes liability for defects, i.e., warranty (Gewährleistung) for the services to be rendered. This shall not apply where EAP has fraudulently concealed or assumed a guarantee for the quality of an item.

23. LICENSE AGREEMENTS / COPYRIGHTS, AND RIGHTS OF USE

23.1 Due to granting a development option on behalf of the Customer, as described in 21, both parties agree that both the Customer and EAP intend to use the developments (e.g. applications) together. In this regard, the Customer grants EAP, in terms of geography and time, an unlimited, license free, non-exclusive, transferable, irrevocable, i.e., non-terminable, and in any hardware and software environment exercisable usage right for these developments that includes all types of use.

23.2 Granting the right to 23.1 includes in particular the right to use the developments, i.e., particularly the original or in modified, translated, edited, or redesigned format, i.e., in particular, save it permanently or temporarily and load it; display and run it, even where copies become necessary for this; modify, translate, or edit it, or redesign it in a different manner; save, copy, exhibit, publish it for commercial purposes on any known medium or in a different manner, distribute it physically and non-physically, particularly render it non-publicly and publicly, also through visual, audio, or other information media; use it in databases, data networks, and online services, including the right to provide the developments to the users of the above databases, networks, and online services for search and retrieval using tools chosen by EAP or for commercial download; use through third parties, or run it for EAP; not just use it for proprietary purposes but also use it for rendering and (even commercially) distributing services to third parties. The usage rights refer to developments, particularly their object and source code in all development, intermediate and final stages, and to their documentation, as well as to other materials necessary for exercising the usage rights, such as analysis, technical and functional specifications, concepts, and descriptions.

23.3 The Customer shall ensure, at his own cost, that exercising the usage rights for the developments that EAP is entitled to can be impaired neither by him nor by the owner or a possible legal successor. He shall indemnify EAP to that extent from claims by third parties on initial demand.

23.4 The statutory and country-specific law shall apply to the appropriateness of the remuneration for transfers of use (licensing), for remuneration of unknown, later known and new types of use; in Germany Sections 31 a to 32 a and 32 c of the German Copyright Act (Urheberrechtsgesetz) apply.

G. SPECIAL LICENSE TERMS FOR "APIOMAT" -
END CUSTOMER / USAGE PROVISIONS

24. SECURING THE USAGE RIGHTS

The Customer must ensure that every user/end customer of the contractual EAP products acknowledges, confirms, and complies with the special license terms of EAP.

25. LICENSING

25.1 The usage rights of a user/end customer are not exclusive rights. The user/end customer therefore shall not be granted further usage rights than the Customer himself, even if the Customer temporarily provides the use as Software as a Service. Warranties and liabilities made and entered into by and between Customer and user/end customer are the sole responsibility of the Customer.

25.2 The user/end customer may

- (i) use the code (in object code format) only as part of the software products / ApiOmat;
- (ii) make machine-readable copies of the code only inasmuch as this is required for appropriate security purposes (disaster recovery); and
- (iii) not use the services in order to render, as part of a service office, services to third parties as an application service provider or as part of outsourcing.

25.3 The user/end customer may not copy or modify the software of EAP (code) or other EAP services, or create works derived thereof, except

- (i) EAP expressly permitted him this or
- (ii) where this is necessary, to use the services as intended or
- (iii) for debugging if EAP has not offered, despite written prompting by the Customer or the end customer, to troubleshoot the defect within an appropriate period and to appropriate conditions or, if the end customer has accepted such an offer from EAP, if EAP has not started troubleshooting the defect within an appropriate period and after expiration of a deadline set by the end customer; however, this shall apply with the proviso that all such modifications and/or derivative works shall become contractual services in accordance with EAP's Special License Terms.

25.4 The user/end user is not allowed to

- (i) grant sublicenses for the services (in particular, transmission or renewed granting of a people-related license in such a manner that multiple users collectively use the license by exceeding the number of granted people-related licenses (Named User),
- (ii) rent or lease them to third parties for commercial purposes, or
- (iii) directly or indirectly cede to natural or legal persons the rights to using the code (particularly the right to reproducing) without prior written consent from EAP which may not be denied contrary to the basic principles of good faith or transfer them in any other way; where this is not expressly regulated,
- (iv) use the services for benchmarking, collecting, or publishing data or analyses in combination with the performance of the software or develop a product that competes with any product or service from EAP.

25.5 Customer and user/end customer shall accept that products of EAP, particularly ApiOmat, generate a usage overview and an encrypted file about the actual usage scope of ApiOmat at regular intervals, at least once per quarter. Customer and user/end customer shall undertake to promptly send this file via e-mail to lsc@easy-software.com. If the Customer or end user fail to comply with these obligations within 30 days after generating this file, this will constitute an infringement of contractual duties that entitles EAP to assert statutory claims.

25.6 EAP is – notwithstanding the legally permissible use of Open Source software – the sole and only legal owner of all intellectual and industrial property rights to its software products and product documentation, including legal ownership to all associated trade secrets and copyrights which shall only be limited by the rights expressly granted by EAP.

25.7 Customer and user/end customer may not re-translate the code contained in the products [reverse engineering or disassembling], decompile it or attempt in other ways to derive the source code thereof provided

- (i) these measures are not indispensable to obtain information required for establishing interoperability of a specially created computer program with the product and
- (ii) this information has not been made accessible by EAP within an appropriate time in spite of written prompting; all information obtained through the above measures may never be used for purposes other than for establishing interoperability of a self-developed computer program and in particular not for developing,

manufacturing or marketing computer programs the features and functions of which resemble those of the product or actions violating the copyrights regulated here. Such information may not be disclosed to third parties.

25.8 In all copies of the software that the Customer and user/end customer create in compliance with these License Terms and in all edits thereof, the Customer and user/end customer must reproduce, and also include the notes to copyrights, patents, trademarks, or other protected rights by EAP.

25.9 The pertaining duties of the user/end customer shall be agreed by the Customer on behalf of EAP and can be enforced by EAP.

26. SOFTWARE MAINTENANCE TERMS

26.1 Maintenance and support for the software ("Software maintenance") are provided to the Customer according to the respective valid software maintenance terms at EAP, (<https://easy-software.com/en/eap/contracts/gtc/service-description/>) depending on the timely payment of the agreed software maintenance fees.

26.2 Software maintenance does not cover consulting, setup, training, or other services. Such services can be commissioned separately.

H. FINAL REGULATIONS

27. FINAL PROVISIONS

27.1 Changes or additions to the terms, contractual documents, as well as waivers by EAP such as for asserting contract fines require text form. If EAP does not insist on complete and/or partial compliance or fulfillment of one of the terms or provisions of these Terms and Conditions "ApiOmat - Licensing and Maintenance", as well as the additional regulations, this is not to be taken as acknowledgment of the infringement act of waiver to a future application of the appropriate term, provision, option, appropriate law, or legal remedy.

27.2 The Customer may only set off against claims for compensation of EAP claims that have been legally binding or recognized by EAP. The assertion of rights of retention must, moreover, rest on the same contractual relationship.

27.3 The contracting parties shall undertake to refrain from actively enticing away employees of the other contracting party themselves or through third parties during the term of this master agreement, as well as within 12 months after termination of the master agreement.

27.4 Cession or pledging of claims or rights to which the Customer is entitled vis-a-vis EAP without the consent of EAP is precluded. The same applies to transfer of use (whole or in part) to third parties.

27.5 This agreement shall be governed solely by the laws of the Federal Republic of Germany (in particular, UN sales conventions – United Nations Convention on Contracts for the International Sale of Goods, CISG, or conflict of laws).

Place of delivery and jurisdiction in the event of all disputes from or in connection with this agreement is EAP headquarters. EAP is additionally entitled to file suit against the Customer at his general place of jurisdiction or in Leipzig, Germany. Any exclusive place of jurisdiction shall remain unaffected.

In the event of a dispute arising from the contractual relationship, EAP and the Customer shall be entitled, by mutual agreement, to call upon the arbitration board of the German Association for Law and Information Technology e.V. ("DGRI e.V.") prior to conducting legal proceedings or, alternatively, to conduct a mediation procedure by mutual agreement. The selected procedure should serve to settle the dispute in whole or in part, temporarily or permanently. The costs of such proceedings must be settled by mutual agreement before they are carried out.

27.6 The invalidity, unenforceability or ineffectiveness of individual provisions of these Terms and Conditions of Business, Licensing and Software Maintenance, or supplementary contractual documents, even if these are included later or regulated in a supplement, shall not affect the validity of the remaining provisions. In place of the invalid, void or unenforceable provision, a provision shall be deemed to have been agreed which, where legally possible, comes as close as possible to what was intended in economic terms according to the meaning and purpose of the invalid, void or unenforceable provision. The same applies to unintended regulatory gaps; in such a case a provision is deemed to have been agreed which comes closest to what would have been regulated according to the meaning and purpose if the parties had known about the regulatory gap.

Leipzig, January 1, 2021