



EASY SOFTWARE

License Policy (EN)

License definition, metrics, and other license terms

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EASY SOFTWARE GROUP

<https://easy-software.com/en/contracts/gtcl/policy/>

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This licensing policy is part of EASY SOFTWARE's "Licensing" General Terms and Conditions (General License Terms of EASY SOFTWARE (<https://easy-software.com/en/contracts/gtcl/>), which effectively refer to this licensing policy.



EASY SOFTWARE

Definitions and license metrics basics

Application User refers to an individual authorized by the Customer to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actually using the programs actively at any given time.

Computer refers to the computer on which the programs are installed. A computer license allows the Customer to use the licensed program on a single specified computer.

Concurrent User

• EASY Defined Concurrent User

A Defined Concurrent User license permits a user to access EASY client or another EASY program at a specific time. Each EASY Defined Concurrent User can be assigned up to 9 named users. EASY for SAP: The group of named users must match a subset of the "SAP Users according to the special license terms for EASY for SAP", i.e., the named users must be SAP users for whom the permission objects defined in the license terms are entered.

• EASY Concurrent User

(formerly referred to as "Open Concurrent User")

The Concurrent User license permits a user to access EASY client or another EASY program at a specific time. Each EASY concurrent user can be assigned unnamed users at a 1:n ratio. If a specific ratio has not been set for a product, the ratio used will be 1:9.

EASY for SAP: The group of unnamed users for whom a 1:9 ratio must be formed when using a concurrent user must correspond to a subset of the "SAP users within the meaning of special license terms for EASY for SAP". If, for instance, the permission objects defined in the License Terms are entered in an SAP client with 9,000 SAP dialog users, then 9,000 EASY concurrent user licenses must be purchased for 1,000 SAP dialog users accordingly. For EASY for SAP user licenses, EASY recommends, however, selling the so-called EASY for SAP volume user, with a ratio of 1:50 (see below).

EASY ECM: Even for the concurrent user in EASY ECM products, a ratio of 1:n applies when assigning the license to users unnamed in the license file. The exact product-specific ratio for pricing EASY ECM Concurrent Users can be gleaned from the current price list.

Customer refers to the natural or legal entity named as customer specified on the Customer's order. The programs may neither be used nor accessed for business purposes of any third party. These third parties include, among others, the Customer's customers, partners, or group companies. The number of computers on which such programs may be copied, installed and used is not limited.

Customer Account refers to a single customer account with a unique number for which the billing information is managed or displayed using the program regardless of how many individual account holders are associated with such accounts.

Customer ID is defined as a unique customer identification number associated with an individual customer who has an account that is opened, maintained, and stored in the program.

Developer User/Developer/Developer Seat refers to an individual authorized by the Customer to use the programs which are installed on a single server or multiple servers regardless of whether that individual is actually using the programs actively at any given time. Only Developer Users may create, modify, view, and interact with the programs and documentation.

EASY refers to EASY SOFTWARE AG and its group of companies according to Section 15 AktG (Aktengesetz, or German Stock Corporations Act) (companies of the EASY Group) if and inasmuch as these grant the licenses to the Customer.

Employee refers to (i) all of the Customer's full-time, part-time, or temporary employees, and (ii) all of the Customer's agents, contractors, and consultants who have access to, are using, or are entered into and tracked by the programs. The number of licenses is determined by the number of employees, not by the number of actual users. In addition, if the Customer elects to outsource any business functions, the number of the following people must be determined to determine the number of employees: all of the company's full-time, part-time, or temporary employees and all agents, contractors, and consultants that (i) are rendering the corresponding outsourcing services and (ii) have access to the programs, are using them, or are entered into and tracked by them.

Interface refers to each interface connecting the EASY program to a third-party product. A unique interface license is required for each distinct third-party product with which the EASY program is required to establish an interface.

Named Developer refers to an individual authorized by the Customer to use the programs which are installed on multiple servers regardless of whether this individual is actively using the programs at any time. A Named Developer may create, modify, view, and interact with programs and documentation.

Named User refers to a named individual authorized by the Customer to use the programs which are installed on a single server or multiple servers regardless of whether this individual is actually using the programs actively at any given time. A machine operated

device will be counted as another named user in addition to all individuals permitted to use the programs if that device can access a program.

Non-Employee User – External refers to an individual who is not the Customer's employee, contractor or outsourcing partner but who is still authorized by him to use the programs installed on a single server or multiple servers regardless of whether this individual is actually using the programs actively at any given time.

Useful life (subscription)

Useful life of 1, 2, 3, 4, 5 years: A software license specifying a useful life of 1, 2, 3, 4 or 5 years shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

Person refers to the Customer's employees or contractors who are actively working on behalf of the Customer's organization, or former employees for whom one or more pension plans are managed by the system, or which are still paid through the system.

Processor refers to all processors on which the EASY programs are installed and/or running.

SAP system

An SAP system is uniquely identified by three parameters:

- the system ID
- the installation number
- the set production flag

SAP production client

An SAP production client is an SAP client that represents a production unit that is complete in technical data terms within an SAP system with separate master records and an independent set of tables. It must be distinguished from clients on an SAP development or test system.

Scan user

Licenses for scan software are granted per scan workstation, not per user (natural entity) using the workstation.

Server refers to the computer on which the programs are installed. A server license allows the Customer to use the licensed program on a single specified computer.

System refers to a configuration environment. Development, test, and production configurations are considered three separate systems that must each be licensed.

Technical Reference Manuals: EASY's technical reference manuals (e.g. Administrator Guide, User Guide, etc., also referred to as "TRMs") are considered confidential information. The Customer shall undertake to use the TRMs only for his internal data processing operations for the following purposes of: (a) implementing EASY applications programs, (b) establishing an interface between other software and hardware systems to the applications programs, and (c) extending applications programs. The Customer shall not disclose, use or permit disclosure or use by others of the TRMs for any other purpose. The Customer shall not use the TRMs to create software that performs the same or similar functions as those of EASY products. The Customer shall undertake to: (a) exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as the Customer exercises to safeguard the confidentiality of his own most important confidential information but at least a reasonable degree of care; (b) maintain agreements with the Customer's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as EASY, and instruct the Customer's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of the Customer's employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) retain the TRMs at all times on the Customer's (data) premises; and (e) not remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. EASY shall retain all title, copyright and other proprietary rights to the TRMs. TRMs are provided to the Customer "as-is" without any warranty of any kind. Upon termination, the Customer shall cease to use, and shall return or destroy, all copies of the applicable TRMs.

Test licenses are possible a) to run ECM test systems, b) to temporarily test products, solutions, and services, and c) to test archive backups.

Transaction refers to a set of interactions that is initiated by an (application) user and that can be recorded by EASY tools to capture access, availability, and performance metrics which can be used in calculating license fees or service levels. For instance, a transaction might consist of the Log in, Create file, Find customer, Start workflow, and/or Log out interactions.

Responsibility

The Customer shall ensure that all prerequisites to application licensing are met. For prerequisite details, please refer to the "Licensing" terms, this Licensing Policy, and the product-specific overview of the price list ("Pricing Table").

Workstation refers to the client computer from which the programs are accessed regardless of where the program is installed.



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Special license terms

Special cross-license terms

I. Failover

1. Unless the terms below apply, the Customer's license for the EASY Archive and EASY for SAP programs in an active-active and an active-passive scenario includes the entitlement to run the entire license program(s) up to ten individual days of each calendar year on a non-licensed backup computer in a failover environment. If, for instance, a failover node is down for two hours on Tuesday and for three hours on Friday, this will count as two days.

The above entitlement applies only to computer clusters with a common disk array. If the production node fails, the failover node will take the function as the main node. Once the original production node has been repaired, the Customer will have to switch back. If the permitted failover period of ten days in a calendar year is exceeded, the failover node must be licensed (see below). In addition, only one failover node per cluster environment is free up to ten individual days per year. This also applies when multiple nodes have been configured as failover nodes. Operating downtime for maintenance purposes are also counted towards the maximum number of ten usage days.

When licensing options for a failover environment, the number of option licenses must match the licenses of the associated database. Moreover, when licensing by Named User, the minimum user specifications are sacrificed for only one failover node. Any use outside the scope of use described in the section above must be licensed separately. In a failover environment, the same license metrics for licensing a given cluster configuration for the production and the failover node must be used.

2. When exceeding the above period for free use of the license or if for technical, professional, content-related, or other reasons the licensee needs other server licenses (e.g. for EASY Archive or EASY DMS), these must be licensed as follows:

(a) active-active

If for technical, professional, content-related, or other reasons the licensee needs other active, i.e., live server licenses (e.g. EASY Archive or EASY DMS), these must be licensed incl. all additional modules and interfaces (without clients) at the ordinary listed price, plus software maintenance, based on the, respectively, current EASY standard price list.

(b) active-passive

If for technical, professional, content-related, or other reasons the licensee needs other active, i.e., non-live server licenses (e.g. EASY Archive or EASY DMS), these, incl. all additional modules and interfaces (without clients) must be taken into software maintenance and the corresponding maintenance fees must be paid according to the current EASY standard price list.

II. Testing and Quality Assurance

a) Running ECM test systems (W1017-0997)

This EASY ECM test license is provided free of license fees. Only additional maintenance fees will be incurred. The test license is intended only for operation in a test environment, e.g. for testing a necessary patch or update. The test license may not be used live. A maintenance contract for the production system is mandatory. Services for implementation are still subject to charges.

b) Running ECM Quality Assurance systems (QA systems) (W1017-0997)

The EASY ECM QA license is provided free of license fees. Only additional maintenance fees will be incurred. The QA license is intended only for operation in a QA environment, e.g. for Quality Assurance of a necessary patch or update. The QA license may not be used live. A maintenance contract for the production system is mandatory. Services for implementation are still subject to charges.

c) Temporary testing of products, solutions, and services

The EASY ECM product test license is provided, temporarily, without license and maintenance fees for up to three (3) months. This test license is intended only for temporary tests, e.g. testing a product or module that has previously not been licensed or that has not yet been licensed. The test license may not be used live. Services for implementation are subject to charges.

d) Testing archive backups

For the purpose of checking individual physical backup copies, the Customer's license for EASY Archive includes the entitlement to run EASY Archive up to four times, but a maximum of two days per test run, on an unlicensed computer within a calendar year. The above entitlement does not include any other method for data recovery (e.g. remote mirroring) where the binary data of the EASY programs is copied or synchronized.



EASY SOFTWARE

License Terms for EASY for SAP

General terms

EASY shall grant the Licensee (Customer), subject to the condition precedent of full payment of the license fee, the non-exclusive, unlimited right that is thus, in terms of time, transferable to third parties only when relinquishing own utilization, unrestricted right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope (usage rights).

EASY shall grant the customer the usage right for paying a one-off fee. The amount of the fee is determined by the metrics, a detailed description of which can be found below.

The Customer may sublicense the usage right granted to him if EASY expressly granted this in the order confirmation or the license or system certificate.

When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

EASY shall deploy the software in object code and in a ready-to-install format to the Customer. EASY shall basically not provide any source code to the Customer unless this is otherwise possible depending on the system.

§ 1 Basis for Licensing (Metrics)

The license fee for the EASY for SAP software product depends on the following metrics.

1.1. Permission objects

The entry of the following permission objects in the user base by a natural entity managed by the Customer as an SAP dialog user is crucial:

- S_WFAR_OBJ Permissions for accessing documents
- S_WFAR_PRI Permission for accessing print lists
- S_ARCHIVE Data archiving

License requirements automatically result from entering one of the permission objects in one user base of a natural entity managed as an SAP dialog user by the Customer. Multiple user bases of one and the same natural entity are consolidated, so the result is licensing for a natural entity as the sum of permission objects applying to that entity.

1.2. Named or Concurrent Users

Permission to use can be purchased

1.2.1. for named SAP dialog users (Named User, 1017-0050), or

1.2.2. for a variety of natural entities (Concurrent User, 1017-0055OP) managed as SAP dialog users at the ratio of 1:9 (a Concurrent User corresponds to the permission to use for 9 SAP (dialog) users).

The EASY for SAP Volume User license (1017-0320) is a special form of Concurrent User license. It entitles 50 natural entities logged as SAP users to use EASY for SAP (1:50 ratio).

A crucial factor for the number of users are the overall number of SAP users managed in an SAP production system in the year of purchasing the license or license auditing (annual consideration without differentiating by "active" months).

Named users cannot be transferred to other natural entities unless Licensor and Licensee expressly agree otherwise.

Technical-administrative users of the Customer and developer users, particularly the Customer's external developers, are not counted when determining the number of users subject to EASY SOFTWARE licensing in a production system unless Licensor and Licensee expressly agree otherwise.

Bypassing licensing through SAP user access via a technical SAP user who enables access via a technical interface user (Interface Usage) is not permitted. In such scenarios, each SAP user granted the ability of access via the interface must be licensed as a named user.

"Hybrid forms" of 1.2.1 and 1.2.2 are possible (e.g. Defined Concurrent User, 1017-0055). A "hybrid form" must, however, be the unique result of a price list line referenced in the order confirmation of EASY SOFTWARE AG and the license metrics specified in greater detail therein.

Amendment to 1.2.2 (Concurrent User)

The number of acquired Concurrent User licenses results in the number of SAP users 'concurrently' authorized to access EASY Archive (via a technical user).

How many SAP users (via a technical user) have concurrently accessed the archive at a specific time can be proved in some implementations via logging performed on the EASY Archive server.

However, the entry of the permission objects named above in the user base of the users with a technical capability of accessing an EASY Archive is decisive for the obligation to pay the license fee for concurrent users.

1.3. Client reference and employee property

Licenses are usually issued to a legal entity as the licensee. Each connected SAP system must be licensed regardless of the purpose of use. The licenses are valid, respectively, for use in one (1) SAP production client. Each additional production client within a licensed SAP system must be licensed separately (EASY for SAP client (1017-0305)).

What is crucial for licensing natural entities managed as SAP users is in which legal entity capacity (user license) they are employed or otherwise full-time or part-time employees (limited company, public limited company, limited partnership, etc.). This does not necessarily have to be based on SAP clients, so the software buyer can also use a user license for several SAP production clients if this user license must be assigned to the same legal entity and an "EASY for SAP client" license (see above) has been acquired for each production client.

Group licenses or the capability of sublicensing to other legal entities within or outside of a group of companies must be separately agreed; they are not the subject of a standard license.

1.4. Notes

The Licensor expressly points out that from a technical viewpoint, it is not obvious in the EASY Archive system or the SAP-certified EASY interface itself when opening the EASY Archive from an SAP system, usually due to the ArchiveLink technology which dialog user handles this call. Communication using the SAP-certified EASY interface is performed via technical users.

The Licensor therefore expressly and emphatically points out that the Licensee should, when starting to use of the software and routinely in the following period, check the user bases of his SAP dialog users on whether entering the above permission objects rests on an actually intended use by the Customer of the archive by the relevant SAP dialog user (intended usage capability). In case of license auditing the circumstance that the entries are considered "unintended" capability of usage does not prevent automation between entering permission objects and license requirements.

The Licensor also expressly and emphatically points out that the entry of the named permission objects may have been made in user bases in order to link other systems (non-EASY systems) via ArchiveLink, and to enable access to them. However, the Licensor cannot verify which third-party systems the authorized dialog user actually used via the ArchiveLink technology. In this regard, the license metrics (automation) defined above also applies. However, the Licensee is capable of proving, using an SAP ArchiveLink logging (monitoring), that specific dialog users only access non-EASY systems (onus of proof with the Licensee).

§ 2 Usage Scope and Extensions

2.1. For any agreed further increase in the number of users with authorized access or any other kind of the extended use based on the agreed license metrics (other increase), the Customer has to pay a separate fee pursuant to the price list that is valid at the time of the increase. That fee depends on the type and number of additional influencers on the license metrics (e.g. increased number of users). The Customer must submit in advance a written notice to EASY about the increasing influencers. The increase of users requires EASY's consent.

2.2. Any use of the software that is in excess of the agreed scope (over-use), particularly using the software with more than the agreed amount of authorized users, constitutes a material breach of contract. The Customer has to notify EASY immediately in writing of such over-use. If an inspection or any other method shows that the software which is subject to the contract is used by the Customer in excess of the contractual agreements, the Customer shall have the right to conclude a contract with EASY regarding an increase of the scope of use. In this case, EASY reserves the right to not grant agreed discounts in excess of the quantity discounts provided for in the current price list. This does not affect EASY's right to claim indemnities.

2.3. EASY is entitled to review the usage of the software, which is subject the contract, once every year. In doing so, EASY is allowed, among other things, to check the number of users to whom EASY grants the capability to access the software via interfaces. Other software- or hardware-specific usage criteria can be essential for the calculation of the remuneration if the written order confirmation for the software, which is subject to the contract, explicitly provides for this. Checks will usually be based on the Customer's own reporting. In this regard, the Customer is required to disclose in written form the method that he used to collect the reported number of users.

2.4. In addition, EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method.

2.5. Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program.



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2.6. EASY may once perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer. The Customer is obligated to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use. EASY may transfer the right to perform checks to third parties.

2.7. In all cases where his permission to use is terminated (e.g. by withdrawing (Rücktritt) from the contract), the Customer will stop using the software and immediately return it as well as all other ceded contractual items if necessary and delete all copies unless he is legally required to keep them for a longer period. He will then reassure EASY, in writing, of the fulfillment of this duty.

2.8. EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (RVG). This indemnification requires that

- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties,
- he does not, in particular, conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkenntnis) or engages in actions that are similar to those named before,
- the Customer supports EASY to the necessary extent with the legal defense against a third party, in particular by providing information, and
- the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

2.9. EASY shall undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may

- provide the Customer the rights that are required for the use, or
- modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

2.10 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected

§ 3 Other Usage Rights

3.1. The Customer may copy the software inasmuch as the respective copying is required for its intended use. The required copying includes installing the software on the hardware used, as well as loading the software to the memory for the purpose of executing the software. Unless specifically agreed otherwise, the Customer may produce and store a single backup copy which must be marked as backup copy of the licensed software.

3.2. The Customer shall be entitled to use the software within a network or another multi-station computer system, so it can be executed at the same time or successively by more than one workstation, so-called multi-user application. The type and number of users entitled to access the software (clients) or another type of license metrics (e.g. number of servers, documents, pages, workflows, processes per period, files, mailboxes) depend on the type and scope of software used, according to the respective function and service description and the scope stated by EASY in the order confirmation. If, for instance, the number of users authorized to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

3.3. Except in cases of Section 69e German Copyright Act (UrhG), the Customer is not permitted to decompile the software. This does not include additions and modifications of interfaces of the software if these are intended as an addition and/or modification by the Customer (so-called scripting). Scripting in the above form is permitted.

3.4. The Customer will not be given additional rights to the software.

3.5. The Customer will not remove copyright notices and other ownership notices, which are placed on data media, in the program or in documentation.

§ 4 Other General License Terms

Supplementary and subordinate, the "Licensing" terms of EASY SOFTWARE apply (<https://easy-software.com/en/contracts/gtcl/>).



EASY SOFTWARE

License Terms for EASY for Exchange

General terms

EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of full payment of the license fee, the non-exclusive, unlimited right that is thus, in terms of time, transferable to third parties only when relinquishing own utilization, unrestricted right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope (usage right).

EASY shall grant the customer the usage right for paying a one-off fee. The amount of the fee is determined by the metrics, a detailed description of which can be found below.

The Customer will be granted an enterprise license. He can use the granted usage right in companies that are horizontally or vertically associated, or sublicense it if and inasmuch as EASY has expressly granted this in a license agreement to be separately concluded or in an order confirmation.

When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

EASY shall deploy the software in object code and in a ready-to-install format to the Customer. EASY shall basically not provide any source code to the Customer unless this is technically inevitable, depending on the system.

§ 1 Basis for Licensing (Metrics)

The license fee for the EASY for Exchange software product depends on the following metrics.

1.1. Metrics

The metrics for accessing the license fee is based on a software package that includes the following items:

- Number of Microsoft Exchange mailboxes
- Number of archiving instances
- Number of archived dependent larger organizations /units (FQDN)
- Number of physical or virtual Microsoft Exchange Servers
- Number of archived Microsoft Exchange journaling mailboxes
- "EASY for Exchange Reporting"

The license fee is composed of the number of the respective line (unit) posted multiplied by the unit price for this line according to the price list valid at the time of purchasing the license.

If and inasmuch as this is designated in the EASY license agreement or the order confirmation, a price can be agreed that is not solely assessed with the number of units via the lines posted (discount, bundle, and the like).

1.2. Mailboxes

Use permission is purchased for Microsoft Exchange mailboxes.

The total number of Microsoft Exchange mailboxes managed in a Microsoft Exchange production system during the year of the license purchase or license auditing are pivotal to the number.

1.3. Archiving instances

Use permission is purchased for archiving instances.

The total number of archiving instances managed in a Microsoft Exchange production system during the year of the license purchase or license auditing are pivotal to the number.

1.4. Independent larger organizations / units (FQDN)

Use permission is purchased for archived independent larger organizations / units (FQDN).

The total number of archived independent larger organizations / units (FQDN) managed in a Microsoft Exchange production system during the year of the license purchase or license auditing are pivotal to the number.

1.5. Physical or virtual Microsoft Exchange Servers

Use permission is purchased for the physical or virtual Microsoft Exchange Servers connected to EASY for Exchange.

The total number of physical or virtual Microsoft Exchange Servers connected to EASY for Exchange that are managed in a Microsoft Exchange production system during the year of the license purchase or license auditing are pivotal to the number.

1.6. Microsoft Exchange journaling mailboxes

Use permission is purchased for the Microsoft Exchange journaling mailboxes connected to EASY for Exchange.

The total number of physical or virtual Microsoft Exchange Servers connected to EASY for Exchange that are managed in a Microsoft Exchange production system during the year of the license purchase or license auditing are pivotal to the number.

1.7. Additional "EASY for Exchange Reporting" functionality

Use permission can be additionally purchased for the additional functionality "EASY for Exchange Reporting".

The use of the additional functionality "EASY for Exchange Reporting" per independent general organizations /unit (FQDN) managed in a Microsoft Exchange production system during the year of the license purchase or license auditing are pivotal to the number.

By default, the additional functionality "EASY for Exchange Reporting" is not part of EASY for Exchange; it can be additionally purchased. Purchase must be separately noted and listed in the license agreement or order confirmation.

1.8. EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method.

1.9. Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program.

1.10. EASY may once perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer. The Customer is obligated to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use. EASY may transfer the right to perform checks to third parties.

1.11. In all cases where his permission to use is terminated (e.g. by withdrawing (Rücktritt) from the contract), the Customer will stop using the software and immediately return it as well as all other ceded contractual items if necessary and delete all copies unless he is legally obliged to a longer retention. He will then reassure EASY, in writing, of the fulfillment of this duty.

1.12. EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (RVG). This indemnification requires that

- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkenntnis) or engages in actions that are similar to those named before,
- the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and
- the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

1.13. EASY shall undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may

- provide the Customer the rights that are required for the use, or
- modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

1.14. If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.



EASY SOFTWARE

§ 2 Other Usage Rights

2.1. The Customer may copy the software inasmuch as the respective copying is required for its intended use. The required copying includes installing the software on the hardware used, as well as loading the software to the memory for the purpose of executing the software. Unless specifically agreed otherwise, the Customer may produce and store a single backup copy which must be marked as backup copy of the licensed software.

2.2. The Customer shall be entitled to use the software within a network or another multi-station computer system, so it can be executed at the same time or successively by more than one workstation, so-called multi-user application.

The type of license metrics (e.g. the number of Exchange Servers, archiving instances, archived independent overall organizations / units (FQDN), physical or virtual Microsoft Exchange Servers, Microsoft Exchange journaling mailboxes, mailboxes to be archived) and the unit numbers and prices inferred from this result from a separately concluded license agreement, an order confirmation by EASY, or any other written document signed by both parties.

2.3. Except in cases of Section 69e German Copyright Act (UrhG), the Customer is not permitted to decompile the software. This does not include additions and modifications of interfaces of the software if these are intended as an addition and/or modification by the Customer (so-called scripting). Scripting in the above form is permitted.

2.4. The Customer will not be given additional rights to the software.

2.5. The Customer will not remove copyright notices and other ownership notices, which are placed on data media, in the program or in documentation.

§ 3 Other "General License Terms"

Supplementary and subordinate, the "Licensing" terms of EASY SOFTWARE apply (<https://easy-software.com/en/contracts/gtcl/>).

Exhibit 1 of the License Terms

Third-party software in EASY for Exchange

§ 1 Scope of application

EASY software may contain software licensed from third parties. In the event where the Customer uses such software, the Customer shall comply with the following additional rules.

§ 2 Additional License Terms for EASY Software that contains Microsoft Components

2.1. Type and scope of the Microsoft components used in the licensed software product, as well as the License Terms that apply to their use are listed product- and release-specific in a file contained in the respective installation package, or are available via a readily accessible link at docs.easy.de.

2.2. This information by EASY on license compliance of its software is available to the licensee for use, and must be taken into account.

§ 3 Additional License Terms for EASY Software that contains Open Source Software and other Components

3.1. Type and scope of the Open Source software (OSS) used in the licensed software product, as well as the OSS license terms that apply to their use are listed product- and release-specific in a file contained in the respective installation package, or are available via a readily accessible link at docs.easy.de.

3.2. This information by EASY on license compliance of its software is available to the licensee for use, and must be taken into account.



EASY SOFTWARE

License Terms for EASY for Dynamics NAV

General Provisions

EASY shall grant the Licensee (Customer), subject to the condition precedent of full payment of the license fee, the non-exclusive, unlimited right that is thus, in terms of time, transferable to third parties only when relinquishing own utilization, to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope (usage right).

EASY shall grant the customer the usage right for paying a one-off fee. The amount of the fee is determined by the metrics, a detailed description of which can be found below.

The Customer may sublicense the usage right granted to him if EASY expressly granted this in the order confirmation or the license or system certificate.

When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

EASY shall deploy the software in object code and in ready-to-install format to the Customer. Moreover, EASY shall provide the Customer source code.

§ 1 Basis for Licensing (Metrics)

The license fee for the EASY for Dynamics NAV software product depends on the following metrics:

1.1. The metrics is composed of the

- number of Microsoft Dynamics NAV databases (EASY for Dynamics NAV base license by activating the corresponding granules in the Customer's Microsoft Dynamics NAV license),
- number of admin users for administrative configuration of the EASY Archive (EASY Archive Named User licenses),
- number of technical users for NAS (EASY Client Named User licenses), and
- number of Microsoft Dynamics NAV users (EASY Client user licenses, Named / Concurrent)

1.1.1. Microsoft Dynamics NAV databases (EASY for Dynamics NAV base license, extending the granules in Microsoft Dynamics NAV license file)

Use permission is purchased for connecting to Microsoft Dynamics NAV databases (EASY for Dynamics NAV base license).

The Microsoft Dynamics NAV databases used in a Microsoft Dynamics NAV production system are pivotal to the number of licenses. At least one (1) EASY for Dynamics NAV base license must be purchased.

1.1.2. Admin User (EASY Archive Named User licenses)

Use permission is purchased for admin users (EASY Archive User license) as a Named User license.

The number of archive servers required for a Microsoft Dynamics NAV production system are pivotal to the number of licenses. At least one (1) EASY Archive user license must be purchased.

1.1.3 Technical users for required instances of the Navision Application Server (NAS) as an "EASY Interface Named User license".

Use permission is purchased for the technical user (EASY Interface Named User licenses) of the NAS instance.

The Microsoft Dynamics NAV instances used in a Microsoft Dynamics NAV production system are pivotal to the number of licenses. At least one (1) EASY Interface Named User license must be purchased.

1.1.4. Microsoft Dynamics NAV users (EASY Interface User licenses, (Named or Concurrent User licenses)

Use permission is purchased for the users eligible in EASY for Dynamics NAV.

The Microsoft Dynamics NAV users eligible for using the EASY for Dynamics NAV interface are pivotal to the number of licenses.

Concurrent users come as Defined Concurrent users, so technical access is available from a group of seven (9) defined named users at a specific time. EASY and the Customer may individually agree on other types of concurrent user licenses.

1.2. EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method.

1.3. Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program.

1.4. EASY may once perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer. The Customer is obligated to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use. EASY may transfer the right to perform checks to third parties.

1.5. In all cases where his permission to use is terminated (e.g. by withdrawing (Rücktritt) from the contract), the Customer will stop using the software and, where technically feasible, remove the licensed software (coding) from his current systems. If necessary, he will immediately surrender to EASY any other licensed items subject to this contract. He will then reassure EASY, in writing, of the fulfillment of this duty.

1.6. EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (RVG). This indemnification requires that

- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkennung) or engages in actions that are similar to those named before,
- the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and
- the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

1.7. EASY shall undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may

provide the Customer the rights that are required for the use,

or

modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

1.8. If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 2 Other Usage Rights

2.1. The Customer may copy the software inasmuch as the respective copying is required for its intended use. The required copying includes installing the software on the hardware used, as well as loading the software to the memory for the purpose of executing the software. Unless specifically agreed otherwise, the Customer may produce and store a single backup copy which must be marked as backup copy of the licensed software.

2.2. The Customer shall be entitled to use the software within a network or another multi-station computer system, so it can be executed at the same time or successively by more than one workstation, so-called multi-user application. The type and number of users entitled to access the software depend on the type and scope of the software used pursuant to the respective Feature and Performance Description and the scope laid down by EASY in the order confirmation. If, for instance, the number of users entitled to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

2.3. Except in cases of Section 69e German Copyright Act (UrhG), the Customer is not permitted to decompile the software. This does not include additions and modifications of interfaces of the software if these are intended as an addition and/or modification by the Customer (so-called scripting). Scripting in the above form is permitted.

2.4. The Customer will not be given additional rights to the software.

2.5. The Customer will not remove copyright notices and other ownership notices, which are placed on data media, in the program or in documentation.

§ 3 Other "General License Terms"

Supplementary and subordinate, the "Licensing" terms of EASY SOFTWARE apply (<https://easy-software.com/en/contracts/gtcl/>).



EASY SOFTWARE

Exhibit 1 of the License Terms – Special provisions for EASY for Dynamics NAV maintenance and support

§ 1 Service Subject

1.1. EASY will provide maintenance and support for the software listed in the order confirmation from the licensee (hereinafter referred to as Customer), using EASY for Dynamics NAV from EASY SOFTWARE AG.

The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2. For maintaining products using EASY for Dynamics NAV from EASY SOFTWARE AG, the provisions below take priority over the provisions set in § 16 of the License Terms. The respective order confirmation will refer to the overriding validity. Apart from that, these license terms including their Exhibit 1 apply unqualified.

§ 2 Scope of System Maintenance

2.1. Terminology

Business day: Monday through Friday, 8:00 a.m. to 18:00 p.m. CET, excluding German public holidays.

Response: Incorporation and analysis of a reported problem or determining the cause of the problem.

Response time: The time between reporting and initial response, when verified during a working day (period of time until initial professional reply).

Release change or update: Installing the next-higher software version, when verifying against the installed software version.

P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.

P2 – system problem: Critical system state, i.e. critical system state, outage of a relevant subsystem, limited production is possible.

P3 – system problem: outage of uncritical system components, no relevant problem with production mode.

Fault reports and queries

2.2. Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project.

The contacts to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.

2.3. Maintenance service

EASY will perform the following professional services for the software products and developments listed in the order confirmation.

Software maintenance: Delivery of the software updates and upgrades of the software licenses listed in the order confirmation (pls. check in corresponding maintenance contract if upgrades are free of charge or subject to a fee).

The provisions from the respective manufacturers, which have been listed separately in an exhibit to the order confirmation, apply to maintaining the shipped software by third parties listed separately in the order confirmation.

Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.

Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4. Preclusion

Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

Professional services do not include:

- Installation for the purpose of first-time restoration of operational readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Removing malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restore lost or damaged data as well as damaged system environments that were clearly not caused by EASY intervention.

§ 3 Customer's rights and duties

3.1. As long as EASY is obligated to perform maintenance services, the Customer will only have EASY or, upon the previous consent of EASY, third parties perform all maintenance and other related activities.

3.2. The Customer is obligated to execute and log the administrative tasks he has to

perform himself only on instructions given by EASY.

3.3. The basis of this contract and the maintenance fees is an online remote maintenance connection that the Customer shall provide to EASY. Where technically feasible and justifiable by the Customer, the remote maintenance connection is of the site-to-site VPN type. If the Customer does not provide the corresponding remote maintenance capabilities, the additional expenses incurred through this shall be estimated with a flat-rate surcharge of 25% to the respective price for maintenance services.

3.4. The Customer shall undertake to use an existing test system where all modifications to the software can be tested under conditions that come as close as possible to production mode. This particularly applies to modifications made by the Customer himself, as well as prior to loading new release, version or correction versions of the software.

3.5. The Customer is obligated to ensure cooperation necessary for rendering the maintenance service by EASY.

3.6. The Customer shall be responsible for backup of his data on appropriate media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.

3.7. The Customer is obligated to provide EASY the documents and information necessary for complying with its duties.

§ 4 EASY's rights and duties

4.1. EASY is obligated to adhere to the Customer's access log validation.

4.2. EASY is obligated to use data transmitted by the Customer only for system maintenance purposes.

4.3. EASY is obligated to submit a report of rendered and planned professional services upon the Customer's request.

4.4. EASY reserves the right to render parts of the contractually agreed maintenance services in cooperation with authorized service partners. Permanent transfer of services shall only be performed upon consulting and consenting with the Customer.

4.5. EASY guarantees maintenance (maintenance and support services) for the current version of the licenses software, limited to three years from the date of purchasing the license if EASY does not offer any subsequent versions (new release versions). EASY shall render maintenance services for a version no longer current only if that version is not older than the two release versions prior to the current release version.

4.6. The maintenance services for software to be rendered by EASY do not include maintenance of modified software delivered by EASY in the EASY namespace but which has been modified by the Customer there.

4.7. EASY reserves the right to copy and use the software configurations made by the Customer to optimize support.

§ 5 Maintenance fees

5.1. Payment of the maintenance fee, plus legal sales tax/VAT shall be made annually in advance to the EASY bank account. The order confirmation lists the amount of the maintenance fee.

5.2. Services for fixing bugs not caused by EASY must be invoiced separately.

5.3. All prices are excl. travel costs and expenses incurred.

5.4. EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY shall inform the Customer of increasing the amount three months prior to the due date, at the earliest at the end of the agreed minimum term. Two consecutive price increases must generally be separated by at least 12 months. Along with the price adjustment, the Customer shall simultaneously receive an updated order confirmation.

§ 6 System intervention

6.1. Interventions or changes to programs and system environments by the Customer and/or third parties represent a fatal impediment to service performance.

6.2. In such cases, service obligation on the part of EASY shall only be the case if the original state of the leased programs has been restored.

6.3. Inasmuch as EASY performs tasks to restore the original state upon separate prior agreement, these will be calculated separately regardless of the service contract.

§ 7 Beginning of Maintenance

The parties shall determine in the corresponding order confirmation when the maintenance contract shall commence. If no provision is made therein, the chargeable maintenance relationship shall commence upon delivery of the software or download offer.



EASY SOFTWARE

License Terms for EASY Contract Comfort

(September 2, 2018)

§ 1 Subject of this Agreement, General

1.1. EASY SOFTWARE (hereinafter referred to as "EASY") provides the Customer the application described in detail in the service description (hereinafter also referred to as "Service"). EASY grants usage rights to the application, providing storage space for the data generated by the Customer through the use of the application and/or required for the use of the application (hereinafter referred to as "application data").

1.2. EASY offers use of the application as Software as a Service. It will not be provided via data media or download links. Deployment of the application and its functions by EASY shall be after concluding this Agreement pursuant to §3.

1.3. Use of the application requires a purchase order by the Customer confirmed by EASY (order confirmation).

1.4. Deviating Terms and Conditions provided by the Customer will not become part of this Agreement unless they are expressly recognized by EASY in writing. The provision of services without any objection by EASY does not constitute an acceptance of the Customer's Terms and Conditions.

§ 2 Trial version of the application

A trial version of the application requires a separate agreement.

§ 3 Concluding this Agreement

The Agreement about fee-based use of the application takes effect when EASY enables usage capability of the fee-based application for the Customer following the Customer's purchase order ("activation"). Activation shall take place within an appropriate time after the Customer orders the fee-based use by activating the usage capability of the Customer.

§ 4 EASY's duties

4.1. EASY shall provide the Customer the application including the functionalities pursuant to service description.

4.2. EASY shall grant the Customer the usage rights pursuant to § 11.

4.3. EASY shall provide the Customer storage space during the agreement term pursuant to § 7.

4.4. EASY shall comply with technical availability of the application pursuant to § 6.

§ 5 Customer's obligations to cooperate

5.1. The Customer requires a customer number including identification of the application and access to the system on which the application runs in order to use it.

5.2. The Customer must ensure that the system prerequisite defined in the service description for the use of the application in his environment (regarding hardware and software) is met and that the technology required for this is installed and working. The Customer is under obligation to ensure sufficient connectivity to the Internet for all his users (at least 1 Mbit/s for uploads and 1 Mbit/s for downloads).

5.3. If the Customer is aware of a failure of the application and/or if the application's function differs from the performance agreed by the contract, the Customer shall be obligated to report this immediately to EASY. The Customer will provide EASY with appropriate documents and information about the type and occurrence of the failure or difference from the contractually agreed performance upon its request, and cooperate with removing the failure or fixing the error.

5.4. The Customer shall be obligated to comply, as part of using the application, with the relevant legal provisions, particularly the provisions on privacy, copyright, trademarks and patent rights, and competition law (including the related ancillary laws and provisions) and to not violate other rights of third parties.

5.5. The Customer shall be obligated to check data and information sent to EASY, prior to sending it, for viruses and to use state-of-the-art anti-virus programs.

5.6. EASY shall save the data of the Customer in a highly available environment, performing routine backups. For details, the Customer is referred to service description. Should there still be loss of data, the Customer shall be obligated to cooperate, as appropriate, in recovering the data, i.e. by transmitting still existing originals, or physical or digital copies of the saved data.

§ 6 Technical availability of the application and of accessing application data, response and recovery times

6.1. EASY shall owe, as part of fee-based use of the application, the availability of the application, named under the service description and the application data at the transfer point. The parties consider technical usability of the application and application data at the transfer point for the use of the Customer to be availability.

6.2. All details on availability are described under service description, particularly

6.2.1. the service times during which the application is not available because EASY performs routine or scheduled maintenance work or patches (maintenance window),

6.2.2. the prerequisites under which EASY can perform on-demand maintenance work, e.g. patches and fixes,

6.2.3. the degree of availability, in %, taking service times into account.

§ 7 Storage space

7.1. During the agreement term, EASY provides the Customer storage space for his application data in an external data center.

7.2. The scope of the storage space that EASY, according to the ordered service, provides, by default, to the Customer results from the service description. Purchasing additional storage space is subject to charges.

7.3. After this contract ends and after an appropriate transitional period for migration of at least one month, the service set up for the customer, including the application data, will be disabled.

7.4. Retention times of the application data and the time of deleting it by EASY depend on the service description.

7.5. The Customer is entitled to entrust EASY with performing an export of the application data if this is called for and permitted, and if retention and deletion times allow (data portability). The costs of such services depend on the valid EASY price list.

§ 8 Technical documentation

8.1. EASY provides the Customer technical documentation in electronic format within this application. This contains information about configuration, administration, and about system requirements.

8.2. The Customer is entitled to save, print out, and copy, in appropriate numbers for the purpose of this Agreement, the documentation provided, retaining existing copyright notices. Otherwise, the usage limits for documentation agreed in § 11 apply accordingly.

§ 9 Subcontractors

9.1. EASY is entitled to make use of subcontractors, fully or in part, when performing its services. EASY engages these subcontractors to comply with the provisions of processing contract data according to the German Federal Data Protection Act and to directly applicable EU data protection regulation (GDPR).

9.2. EASY will inform the Customer of the subcontractors used and engaged upon the latter's request.

§ 10 Updates and upgrades

EASY will routinely maintain the application licensed to the Customer, i.e. perform technical or legally required customizations to ensure proper use of the application. Providing these maintenance measures as updates shall be free of charge to the Customer.

Product innovations, e.g. functional extensions to the already licensed application version, as well as upgrades and storage extensions, can be additionally purchased for a charge based on the current price list.

§ 11 Usage rights, rights of third parties

11.1. The Customer is entitled to use the application during the term of contract. Use of the application within the meaning of this Agreement includes accessing the application by the Customer and his users, as well as processing the data contained therein for his own purposes. The Customer may use the application only for his own business activities.

11.2. For this purpose, the Customer shall be granted simple, non-sublicensable and non-transferable usage rights to the application in accordance with the provisions below.

11.3. The application (software code) will not be surrendered to the Customer.



EASY SOFTWARE

11.4. The scope of the usage right is limited to the number of users specified in the Customer's order (named user and/or open concurrent user). The use of the application by additional users is not permitted unless EASY gives express consent to this. This applies accordingly if the service rests on and is invoiced to license metrics resting on the number of files, processes, or similar measurement units. EASY may make its consent dependent on payment of additional, appropriate remuneration; this does not affect other entitlements by EASY.

11.5. The Customer shall not be entitled to any rights which are not expressly granted to the Customer. In particular, the Customer shall not be entitled to use the application in excess of the agreed use or let third parties use it, or make it available to third parties. It is especially not permitted to temporarily lease, rent or lend the application.

11.6. To the extent that EASY performs updates for the application during runtime in accordance with §10, the usage right applies equally according to this § 11. Updates in accordance with §10 will be entered by the usage right only after prior consent through EASY.

11.7 The Customer will not remove logos (text logos, visual logos, or text/visual logos) copyright notices and other ownership notices which are located in documentation, for example.

§ 12 Rights of third parties

12.1. EASY shall ensure that the application is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (Rechtsanwaltsvergütungsgesetz). This exemption requires that

12.1.1. the Customer informs EASY of such claims without delay in writing,

12.1.2. the Customer does not engage in legally relevant actions against third parties; in particular, does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkenntnis) or engages in actions that are similar to those named before,

12.1.3. the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and

12.1.4. the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

12.2. EASY will undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may

12.2.1. provide the Customer the rights required for further use, or

12.2.2. modify the application in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

12.3. If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 13 Contact

EASY shall name the Customer a contact address for the purposes of simple and transparent communication. This can be viewed at <https://easy-software.com/services/support/>.

§ 14 Remuneration and Terms of Payment

14.1. The amount of remuneration and invoicing modalities for services to be rendered by EASY depend on the price list valid at the time of concluding or extending the contract. Remuneration includes all services that EASY owes according to this Agreement.

14.2. The Customer agrees that he will receive invoices only in electronic form. Billing will be not later than the beginning of a calendar month.

14.3. The obligation of the Customer to pay for using the services includes only full calendar months; it must be paid in advance. The obligation of the Customer to pay for the storage space used starts with activating the services. The storage space used will be invoiced subsequently, following a calendar month.

14.4. Payment shall be made not later than 14 days after receiving the invoice. Receipt is not later than three (3) business days after proven electronic submission of the invoice.

§ 15 Rights of the Customer in the event of defects

15.1. Strict liability for defects already present at the time this Agreement is concluded (Section 536 a BGB Bürgerliches Gesetzbuch, or German Civil Code) is precluded. The Customer may claim the right to terminate according to Section 543 para. 2 No. 1 BGB only provided that he previously prompted EASY to make the agreed functionality available, keeping an appropriate deadline of at least two weeks, and when the deadline unsuccessfully expired.

15.2. The rights of the Customer due to defects will be precluded if the defectiveness of the application is due to improper or non-contractual use of the application by the Customer. The same applies if the Customer has made unauthorized changes or additions to the contractual application or used interfaces to other applications not released by EASY unless these changes had no influence on the occurrence of the error.

§ 16 Limited liability

16.1. EASY shall be fully liable in the event of an injury of life, body or health, for violating a guarantee (Garantie), as well as in case of mandatory statutory liability (e.g. Product Safety Act) and for claims by the Customer resulting from the Product Liability Act, and in the event of intentional breach and gross negligence. Statutory limitations for such claims shall remain unaffected.

16.2. In the event of simple negligence, EASY shall be liable only in the event of violating material contractual obligations and limited to the amount of the predictable damage whose occurrence can be typically anticipated for contracts of this type. Essential contractual obligations within the above meaning are those obligations that are essential to achieving the purpose of the contract or whose fulfillment enables the proper implementation of the contract and adherence to which the customer may typically rely upon on a regular basis. The foreseeable typical contractual damage is such which can be typically expected in usual damage progression.

16.2.1. In the cases of § 16.2 EASY and the Customer shall assume that the contract typical damage equals the amount that the Customer paid to EASY during the 12 months preceding the damage.

16.2.2. Apart from that, liability of EASY is precluded.

16.3. Except in cases according to Clause 16.1, damage claims by the Customer will lapse within twelve (12) months from gaining knowledge, but not later than three (3) years after those claims arose. In cases according to Clause 16.1 the legal statute of limitations shall apply.

16.4. Personal liability of the legal representatives and employees of EASY is precluded unless the respective damage was caused by intentional breach or gross negligence.

16.5. EASY shall not be liable in the event of force majeure. Force majeure comprises all circumstances and events outside the scope of responsibility of EASY, such as strikes, lockout, natural events, catastrophes, official intervention, legal prohibitions or other events impeding EASY without its fault to perform its services.

§ 17 End of contract

17.1. The agreement term for fee-based usage starts with activation; it includes the remaining days of the month activation starts, plus thirty-six (36) calendar months. This Agreement will automatically extend by, respectively, twelve (12) months after expiration of this term unless one of the parties terminates this Agreement pursuant to § 17.1.

17.2. If the Customer uses the application subject to charges, both parties will be authorized to terminate the Agreement three (3) months prior to expiration of the respective term. Access of the termination declaration at the declaration recipient is crucial for calculating deadlines.

17.3. The right of both parties to terminate for good cause remains unaffected at every stage of use. EASY will be particularly entitled to extraordinarily terminate this Agreement if the Customer is in arrears of paying remuneration for more than two months or if an application for opening insolvency proceedings has been filed against him and has not been rejected unjustified or if executing insolvency proceedings is rejected due to lack of funds.

17.4. Termination must be in writing. Termination via e-mail is not enough.

§ 18 Non-disclosure and data protection

18.1. The Customer and EASY shall undertake to treat the information they receive from the respective party during the initiating and executing of the contract as strictly confidential. The term "Information" is subject to broad interpretation and comprises any documents of electronic type or print format, including the terms of the contract, as well as the information that has become known during a verbal presentation or discussion. Such information as is publicly known or that the Customer or EASY has received from third



EASY SOFTWARE

parties without violating a confidentiality obligation is exempt from this. Confidential information received shall only be used inasmuch as the information is necessary to fulfill the purpose of the contract. Use for other purposes shall not be allowed unless the Customer or EASY previously give their written consent.

18.2. EASY or the Customer will return confidential information that they may have obtained when their services are finished and will delete all remaining copies unless the respective party is legally required to retain a copy of the information. In that case, it will be destroyed promptly after expiration of the legal retention period.

18.3. The parties shall adhere to the applicable provisions of data protection, and will re-obligate their employees, employed in conjunction with this Agreement and its execution, to keep data confidential subject to the Data Protection Regulation (DSGVO /GDPR) or the German Federal Data Protection Act unless they have already been generally obligated.

18.4. If the Customer collects, processes or uses personal data, he shall vouch that he is entitled to do this according to the applicable, particularly data protection, provisions, and shall exempt EASY from third-party entitlements in case of violation. The Customer must ensure, prior to using the application, that the affected people consent to transmitting and processing their personal data and documents to EASY and, where such consent is not required, be sufficiently informed of it. If an affected party of the Customer refuses consent, EASY will be authorized to refuse to perform the respective service without the Customer being able to infer rights due to EASY's refusal of service.

18.5. EASY will only collect and use personal data of the Customer to the extent that this is required by executing this Agreement. The Customer agrees to the collection and use of such data to this extent.

18.6. The obligations subject to Clauses 18.3 through 18.5 shall remain as long as application data is within EASY's sphere of influence, even exceeding the end of contract if and inasmuch as GDPR regulations are not contrary to this.

18.7. If rendering the service owed by one party justifies contractual collection, processing or using personal data subject to the Data Protection Regulation (GDPR) or the German Federal Data Protection Act, or if while rendering the services access to such personal data by one party cannot at least be precluded, EASY and the Customer shall be obligated to conclude an agreement on order processing subject to the content of the legal requirements, plus related technical and organizational measures prior to the start of the corresponding activity. EASY will obligate the subcontractors it has engaged accordingly to process orders via contracts.

§ 19 Transfer or cession of rights

Cession or transfer of rights and/or obligations arising from a contract by the Customer requires prior written consent by EASY.

§ 20 Final provisions

20.1. All agreements which contain modifications, amendments or concretizations of this contract must be made in writing. This also applies to an amendment of this written form clause.

20.2. In the event of a contradiction between the provisions of this Agreement and service description, this Agreement will take precedence unless the Parties agree otherwise in the exhibits by expressly referring to the corresponding provision in this Agreement. This excludes the provisions of the agreement on the Order Data Processing Agreement, which always take precedence over this Agreement with respect to all privacy questions.

20.3. If individual clauses of this contract are or become wholly or partially ineffective or non-executable, this will not affect the validity of the remaining provisions.

20.4. Jurisdiction for all disputes arising from this contract is Mülheim an der Ruhr, Germany.

20.5. The laws of the Federal Republic of Germany apply, excluding the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Agreement – CISG).



EASY SOFTWARE

Other special license terms

EASY WebDAV for SAP ILM - license terms

Basics

An "EASY WebDAV for SAP ILM" license entitles the Licensee to connect up to two SAP production systems licensed to him under a specific system ID to EASY software (e.g. EASY Archive) using "EASY WebDAV for SAP ILM".

An SAP system will be considered a production system within the meaning of this license metrics if the value 'P' is entered for one of the implemented SAP clients in the database table T000 in the CCCATEGORY field.

Abandoning production mode for the future will not end the licensing requirement if data from the system has been stored in EASY software (EASY Archive).

Development and trial or QA systems that are not considered production mode are not to be licensed.

"EASY WebDAV for ILM" metrics, auditing, and duties to cooperate

When purchasing a license, the Customer has to tell EASY to which of the two SAP production systems licensing applies. The Customer has to update this information at least once a year.

If it transpires via the EASY WebDAV for SAP ILM technology that more than two SAP systems write in EASY Archive via WebDAV, or query data from there, the Licensee shall undertake to specify, within four weeks upon written request by EASY, which two SAP systems are valid as licensed production systems. If more than two production systems are connected to EASY Archive, these must be separately licensed.

A new license must be, respectively, purchased for one or two additional SAP production systems to be connected. Example: A third production system requires a new license which then again licenses up to two production systems, i.e. permits connecting a fourth SAP production system.

If the provision on whether an SAP system of the Licensee is connected to EASY Archive and/or represents a "production system" within the meaning of this license metrics can only be determined on the Customer's system, the Licensee will have, upon written request by EASY, an active disclosure duty, even if there are no concrete indications for sublicensing.

Other "EASY WebDAV for ILM" requirements

Licensing EASY WebDAV for SAP ILM requires sufficient licensing of EASY Archive and EASY for SAP.



EASY SOFTWARE

License Terms for EASY for Dynamics 365 Business Central

§ 1 General

1.1 EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of contractual payment of the license fee, the non-exclusive, limited, in terms of time (temporarily), transferable to third parties only when relinquishing own utilization, to use the software EASY for Dynamics 365 Business Central, as well as the software provided as part of software maintenance, including documentation within the contractually agreed scope (usage rights).

1.2 Licensing as Software as a Service depends on separate licensing terms "EASY for Dynamics 365 Business Central - Cloud Services".

1.3 EASY shall grant the Customer the usage right for payment of a fee in installments (subscription). The amount of the fee is determined by the metrics, a detailed description of which can be found below.

1.4 The Customer may extend the usage right granted him to third parties, particularly associated companies ("group license") if EASY has expressly granted this in the order confirmation or in the license.

1.5 When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold and temporarily licensed.

1.6 EASY shall provide the Customer the software as a compiled native program (app) which must be installed in the main application.

§ 2 Basis for Licensing (Metrics)

2.1 The license fee for the EASY for Dynamics 365 Business Central software product depends on the following metrics:

- Use permission is acquired for a defined number of Named Users for a defined EASY for Dynamics 365 Business Central tenant.
- Pricing is based on the current price list of EASY SOFTWARE AG.
- The total number of Microsoft Dynamics 365 Business Central users is pivotal to the number of licenses, because the DMS and archiving functionalities of EASY Archive are provisioned to all users.

2.2 The Customer has to inform EASY routinely, at least once a year, of the total number of his Microsoft Dynamics 365 Business Central users, and promptly of extending the number of users in the licensed Business Central system.

2.3 There is no need for a separate software maintenance agreement

2.4 The Customer shall be responsible for installing the software.

2.5 EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method. Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program.

2.6 EASY may, exceptionally, carry out on-site checks if there are objective indications of a breach of contract by the Customer. The Customer is obligated to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use.

2.7 In all cases where his permission to use is terminated (e.g. by withdrawing from the contract (Rücktritt)), the Customer will stop using the software and, where technically feasible, remove the licensed software (coding) from his current systems. If necessary, he will immediately surrender to EASY any other licensed items subject to this contract. He will then reassure EASY, in writing, of the fulfillment of this duty.

2.8 EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense. This indemnification requires that

- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkenntnis) or engages in actions that are similar to those named before,

- the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and

- the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

2.9 EASY shall undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may

- provide the Customer the rights that are required for the use,
- or
- modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

2.10 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 3 Other Usage Rights

3.1 The Customer shall be allowed to use the software additionally for testing in a trial tenant. These trial scenarios do not require additional licensing of an EASY Archive.

3.2 The Customer shall not be allowed to modify the software, or engage third parties to modify it. If the Customer modifies the software, his usage rights and all warranty and liability claims will lapse. In the event of unauthorized modification, EASY reserves the right to claim damages.

3.3 This will not affect the Customer's rights to copy the code or decompile it in order to obtain the information necessary to establish the interoperability of the computer program with other programs of the customer. Prerequisites are: (a) The acts shall be performed by the licensee or by any other person authorized to use a copy of the program or on their behalf by a person authorized to do so; (b) the information necessary to achieve interoperability has not yet been made readily available to the persons referred to in point 1; (c) the acts are limited to those parts of the original program which are necessary to achieve interoperability. Information obtained by the actions referred to in paragraph 1 shall not (a) be used for purposes other than to achieve interoperability of the independently created program; (b) be made available to third parties, unless this is necessary for the interoperability of the independently created program; (c) be used for the development, production or marketing of a program with substantially similar expressions or for any other act which infringes copyright.

3.4 The Customer will not be given additional rights to the software.

3.5 The Customer shall not remove copyright notices and other references to authorship in the program, on data media, or in product documentation.

§ 4 License Fee and Useful Life

4.1 The Customer shall pay a license fee for the contractual use of the software according to the current EASY price list or according to the offering.

4.2 The license fee for subscription of a temporary usage right shall be due in advance every month if and inasmuch the Parties do not agree otherwise. If the Customer is in arrears of payment for the license fee for more than three (3) months, EASY shall be entitled to extraordinary termination of the License Agreement, including the consequence that the Customer's usage right will lapse once extraordinary termination takes effect.

4.3 Runtime for a temporary usage right is 12 months if and inasmuch the Parties do not agree otherwise.

§ 5 Other "General License Terms"

Supplementary and subordinate, the "General License Terms" of EASY SOFTWARE apply (<https://easy-software.com/en/contracts/gtcl/>).

Mülheim an der Ruhr/Germany, July 1, 2020



EASY SOFTWARE

Exhibit 1 of License Terms

Special provisions for software maintenance of EASY for Dynamics 365 Business Central

§ 1 Service Subject

1.1 EASY will perform maintenance and support for the EASY for Dynamics 365 Business Central (formerly, EASY for Dynamics NAV) software from EASY SOFTWARE AG. The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2 For maintenance of products using EASY for Dynamics 365 Business Central from EASY SOFTWARE AG, the provisions set out below take precedence over EASY's General License and Software Maintenance Terms.

§ 2 Scope of System Maintenance

2.1 Terminology

Working day: Monday through Friday, 8:00 a.m. to 18:00 p.m. CET, excluding German public holidays.

Response: Incorporation and analysis of a reported problem or determining the cause of the problem.

Response time: The time between reporting and initial response, when verified during a working day (period of time until initial professional reply).

Release change or update: Installing the next-higher software version, when verifying against the installed software version.

P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.

P2 – system problem: Critical system state, i.e. critical system state, outage of a relevant subsystem, limited production is possible.

P3 – system problem: outage of uncritical system components, no relevant problem with production mode.

2.2 Problem reports and queries

Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project.

The contacts to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.

2.3 Maintenance service

EASY will perform the following professional services for the software products and developments listed in the order confirmation.

Software maintenance: Delivery of the software updates and upgrades of the software licenses listed in the order confirmation (pls. check in corresponding maintenance contract if upgrades are free of charge or subject to a fee)

The provisions from the respective manufacturers, which have been listed separately in an exhibit to the order confirmation, apply to maintaining the shipped software by third parties listed separately in the order confirmation.

Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.

Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4 Disclaimer

Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

Professional services do not include:

- Installation for the purpose of first-time restoration of operational readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Correction of malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restore lost or damaged data as well as damaged system environments that were clearly not caused by EASY intervention.

§ 3 Customer's rights and duties

3.1 As long as EASY is obligated to perform maintenance services, the Customer will only have EASY or, upon the previous consent of EASY, third parties perform all maintenance and other related activities.

3.2 The Customer is obligated to execute and log the administrative tasks he has to perform himself only on instructions given by EASY.

3.3 The basis of this contract and the maintenance fees is an online remote maintenance connection that the Customer shall provide to EASY. Where technically feasible and justifiable by the Customer, the remote maintenance connection is of the site-to-site VPN type. If the Customer does not provide the corresponding remote maintenance capabilities, the additional expenses incurred through this shall be estimated with a flat-rate surcharge of 25% to the respective price for maintenance services.

3.4 The Customer shall undertake to use an existing test system where all modifications to the software can be tested under conditions that come as close as possible to production mode. This particularly applies to modifications made by the Customer himself, as well as prior to loading new release, version or correction versions of the software.

3.5 The Customer shall be obligated to ensure cooperation necessary for rendering the maintenance service by EASY.

3.6 The Customer shall be responsible for backup of his data on suitable media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.

3.7 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

§ 4 EASY's rights and duties

4.1 EASY shall be obligated to adhere to the Customer's access log validation.

4.2 EASY shall be obligated to use data transmitted by the Customer only for system maintenance purposes.

4.3 EASY shall be obligated to submit a report of rendered and planned professional services upon the Customer's request.

4.4 EASY reserves the right to render parts of the contractually agreed maintenance services in cooperation with authorized service partners. Permanent transfer of services shall only be performed upon consulting and consenting with the Customer.

4.5 EASY guarantees maintenance (maintenance and support services) for the current version of the licenses software, limited to three years from the date of purchasing the license if EASY does not offer any subsequent versions (new release versions). EASY shall render maintenance services for a version no longer current only if that version is not older than the two release versions prior to the current release version.

4.6 The maintenance services for software to be rendered by EASY do not include maintenance of modified software delivered by EASY in the EASY namespace but which has been modified by the Customer there.

4.7 EASY reserves the right to copy and use the software configurations made by the Customer to optimize support.

§ 5 Maintenance fees

5.1 Payment of the maintenance fee, plus legal sales tax/VAT shall be made annually in advance to the EASY bank account. The order confirmation lists the amount of the maintenance fee.

5.2 Services for fixing bugs not caused by EASY must be invoiced separately.

5.3 All prices are excl. travel costs and expenses incurred.

5.4 EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY shall inform the Customer of increasing the amount three months prior to the due date, at the earliest at the end of the agreed minimum term. Two consecutive price increases must generally be separated by at least 12 months. Along with the price adjustment, the Customer shall simultaneously receive an updated order confirmation.

§ 6 System intervention

6.1 Interventions or changes to programs and system environments by the Customer and / or third parties represent a fatal impediment to service performance.

6.2 In such cases, service obligation on the part of EASY shall only be the case if the original state of the leased programs has been restored.

6.3 To the extent that EASY performs tasks to restore the original state upon separate prior agreement, these will be calculated separately regardless of the service contract.

§ 7 Software maintenance commencement

The parties shall determine in the corresponding order confirmation when the maintenance contract shall commence. If no provision is made therein, the chargeable maintenance relationship shall commence upon delivery of the software or download offer.



EASY SOFTWARE

License Terms for EASY for Dynamics 365 Finance and Operations

(as of July 1, 2020).

§ 1 General provisions

1.1 EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of contractual payment of the license fee, the non-exclusive, limited, in terms of time(temporarily), transferable to third parties only when relinquishing own utilization, to use the software EASY for Dynamics 365 Business Central, as well as the software provided as part of software maintenance, including documentation within the contractually agreed scope (usage rights).

1.2 Licensing as Software as a Service depends on separate licensing terms.

1.3 EASY shall grant the Customer the usage right for payment of a fee in installments (subscription). The amount of the fee is determined by the metrics, a detailed description of which can be found below.

1.4 The Customer may extend the usage right granted him to third parties, particularly associated companies ("group license") if EASY has expressly granted this in the order confirmation or in the license.

1.5 When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software temporarily licensed.

1.6 EASY shall deploy the software in object code and in ready-to-install format to the Customer.

§ 2 Basis for Licensing (Metrics)

2.1 The license fee for the EASY for Dynamics 365 Finance and Operations software product depends on the following metrics:

- Use permission is acquired for a defined number of Named Users for a defined EASY for Dynamics 365 Finance and Operations tenant.
- Pricing is based on the current price list of EASY SOFTWARE AG.
- The total number of Microsoft Dynamics 365 Finance and Operations users registered in the tenant is pivotal to the required number of licenses, because the DMS and archiving functionalities of EASY Archive are provisioned to all users.

2.2 The Customer has to inform EASY routinely, at least once a year, of the total number of his Microsoft Dynamics 365 Finance and Operations users, and promptly of extending the number of users in the licensed Finance and Operations tenant.

2.3 There is no need for a separate software maintenance agreement

2.4 The Customer shall perform installation of the software on his own responsibility or with support from a systems provider commissioned by him

2.5 EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method. Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program

2.6 EASY may, exceptionally, carry out on-site checks if there are objective indications of a breach of contract by the Customer. The Customer is obligated to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use

2.7 In all cases where his permission to use is terminated (e.g. by withdrawing from the contract (Rücktritt)), the Customer will stop using the software and, where technically feasible, remove the licensed software (coding) from his current systems. If necessary, he will immediately surrender to EASY any other licensed items subject to this contract. He will then reassure EASY, in writing, of the fulfillment of this duty.

2.8 EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense. This indemnification requires that

- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkenntnis) or engages in actions that are similar to those named before,

- the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and
- the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

2.9 EASY shall undertake appropriate efforts at its own cost in case of conflicting third-party rights, so that the Customer can still use the affected software. For this purpose, EASY may

- provide the Customer the rights that are required for the use,
- or
- modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

2.10 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 3 Other Usage Rights

3.1 The Customer shall be allowed to use the software additionally for testing in a trial tenant. These trial scenarios do not require additional licensing of an EASY Archive.

3.2 The Customer shall not be allowed to modify the software, or engage third parties to modify it without the prior consent of EASY. If the Customer modifies the software, his usage rights and all warranty and liability claims will lapse. In the event of unauthorized modification, EASY reserves the right to claim damages.

3.3 This will not affect the Customer's rights to copy the code or decompile it in order to obtain the information necessary to establish the interoperability of the computer program with other programs of the customer. Prerequisites are: (a) The acts shall be performed by the licensee or by any other person authorized to use a copy of the program or on their behalf by a person authorized to do so; (b) the information necessary to achieve interoperability has not yet been made readily available to the persons referred to in point 1; (c) the acts are limited to those parts of the original program which are necessary to achieve interoperability. Information obtained by the actions referred to in paragraph 1 shall not (a) be used for purposes other than to achieve interoperability of the independently created program; (b) be made available to third parties, unless this is necessary for the interoperability of the independently created program; (c) be used for the development, production or marketing of a program with substantially similar expressions or for any other act which infringes copyright.

3.4 The Customer will not be given additional rights to the software.

3.5 The Customer shall not remove copyright notices and other references to authorship in the program, on data media, or in product documentation.

§ 4 License Fee and Useful Life

4.1 The Customer shall pay a license fee for the contractual use of the software according to the current EASY price list or according to the offering.

4.2 The license fee for subscription of a temporary usage right shall be due in advance every month if and inasmuch the Parties do not agree otherwise. If the Customer is in arrears of payment for the license fee for more than three (3) months, EASY shall be entitled to extraordinary termination of the License Agreement, including the consequence that the Customer's usage right will lapse once extraordinary termination takes effect.

4.3 Runtime for a temporary usage right is 12 months if and inasmuch the Parties do not agree otherwise.

§ 5 Other "General License Terms"

Supplementary and subordinate, the "General License Terms" of EASY SOFTWARE apply (<https://easy-software.com/en/contracts/gtcl/>).

Mülheim an der Ruhr/Germany, July 1, 2020

*Exhibit 1 of License Terms
Special provisions for software maintenance of EASY for Dynamics 365 Finance and Operations*



EASY SOFTWARE

Exhibit 1 of the License Terms – Special provisions for software maintenance of EASY for Dynamics 365 Finance and Operations

§ 1 Service Subject

1.1 EASY will perform maintenance and support for the EASY for Dynamics 365 Business Central (formerly, EASY for Dynamics NAV) software from EASY SOFTWARE AG.

The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2 For maintenance of products using EASY for Dynamics 365 Business Central from EASY SOFTWARE AG, the provisions set out below take precedence over EASY's General License and Software Maintenance Terms.

§ 2 Scope of System Maintenance

2.1 Terminology

Working day: Monday through Friday, 8:00 a.m. to 18:00 p.m. CET, excluding German public holidays.

Response: Incorporation and analysis of a reported problem or determining the cause of the problem.

Response time: The time between reporting and initial response, when verified during a working day (period of time until initial professional reply).

Release change or update: Installing the next-higher software version, when verifying against the installed software version.

P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.

P2 – system problem: Critical system state, i.e. critical system state, outage of a relevant subsystem, limited production is possible.

P3 – system problem: outage of uncritical system components, no relevant problem with production mode.

2.2 Problem reports and queries

Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project.

The contacts to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.

2.3 Maintenance service

EASY will perform the following professional services for the software products and developments listed in the order confirmation.

Software maintenance: Free delivery of the software updates and upgrades of the software licenses listed in the order confirmation (pls. check in corresponding maintenance contract if upgrades are free of charge or subject to a fee).

The provisions from the respective manufacturers, which have been listed separately in an exhibit to the order confirmation, apply to maintaining the shipped software by third parties listed separately in the order confirmation.

Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.

Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4 Disclaimer

Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

Professional services do not include:

- Installation for the purpose of first-time restoration of operational readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Correction of malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restore lost or damaged data as well as damaged system environments that were clearly not caused by EASY intervention.

§ 3 Customer's rights and duties

3.1 As long as EASY is obligated to perform maintenance services, the Customer will only have EASY or, upon the previous consent of EASY, third parties perform all maintenance and other related activities.

3.2 The Customer is obligated to execute and log the administrative tasks he has to perform himself only on instructions given by EASY.

3.3 The basis of this contract and the maintenance fees is an online remote maintenance connection that the Customer shall provide to EASY. Where technically feasible and justifiable by the Customer, the remote maintenance connection is of the site-to-site VPN type. If the Customer does not provide the corresponding remote maintenance capabilities, the additional expenses incurred through this shall be estimated with a flat-rate surcharge of 25% to the respective price for maintenance services.

3.4 The Customer shall undertake to use an existing test system where all modifications to the software can be tested under conditions that come as close as possible to production mode. This particularly applies to modifications made by the Customer himself, as well as prior to loading new release, version or correction versions of the software.

3.5 The Customer shall be obligated to ensure cooperation necessary for rendering the maintenance service by EASY.

3.6 The Customer shall be responsible for backup of his data on suitable media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.

3.7 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

§ 4 EASY's rights and duties

4.1 EASY shall be obligated to adhere to the Customer's access log validation.

4.2 EASY shall be obligated to use data transmitted by the Customer only for system maintenance purposes.

4.3 EASY shall be obligated to submit a report of rendered and planned professional services upon the Customer's request.

4.4 EASY reserves the right to render parts of the contractually agreed maintenance services in cooperation with authorized service partners. Permanent transfer of services shall only be performed upon consulting and consenting with the Customer.

4.5 EASY guarantees maintenance (maintenance and support services) for the current version of the licenses software, limited to three years from the date of purchasing the license if EASY does not offer any subsequent versions (new release versions). EASY shall render maintenance services for a version no longer current only if that version is not older than the two release versions prior to the current release version.

4.6 The maintenance services for software to be rendered by EASY do not include maintenance of modified software delivered by EASY in the EASY namespace but which has been modified by the Customer there.

4.7 EASY reserves the right to copy and use the software configurations made by the Customer to optimize support.

§ 5 Maintenance fees

5.1 Payment of the maintenance fee, plus legal sales tax/VAT shall be made annually in advance to the EASY bank account. The order confirmation lists the amount of the maintenance fee.

5.2 Services for fixing bugs not caused by EASY must be invoiced separately.

5.3 All prices are excl. travel costs and expenses incurred.

5.4 EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY shall inform the Customer of increasing the amount three months prior to the due date, at the earliest at the end of the agreed minimum term. Two consecutive price increases must generally be separated by at least 12 months. Along with the price adjustment, the Customer shall simultaneously receive an updated order confirmation.

§ 6 System intervention

6.1 Interventions or changes to programs and system environments by the Customer and / or third parties represent a fatal impediment to service performance.

6.2 In such cases, service obligation on the part of EASY shall only be the case if the original state of the leased programs has been restored.

6.3 To the extent that EASY performs tasks to restore the original state upon separate prior agreement, these will be calculated separately regardless of the service contract.

§ 7 Software maintenance commencement

The parties shall determine in the corresponding order confirmation when the maintenance contract shall commence. If no provision is made therein, the chargeable maintenance relationship shall commence upon delivery of the software or download offer.



EASY SOFTWARE

License Terms for EASY Interfaces

The License Terms for EASY Interfaces below complement the General License Terms of EASY SOFTWARE AG.

EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of full payment of the license fee, the non-exclusive, unlimited right that is thus, in terms of time, transferable to third parties only when relinquishing own utilization, unrestricted right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope (usage right).

EASY shall grant the customer the usage right for paying a one-off fee. The amount of the fee is determined by the metrics, a detailed description of which can be found below.

The Customer may sublicense the usage right granted to him if EASY expressly granted this in the order confirmation or the license or system certificate.

When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

The Customer must, to the extent that he licenses the software, also enter into an agreement on software maintenance (maintenance, support) with EASY regarding that software. Subsequent reduction of the maintenance scope is generally not permissible, and only possible due to special agreement taking the EASY terms and conditions for software maintenance into consideration.

EASY shall deploy the software in object code and in ready-to-install format to the Customer.

§ 1 Basis for Licensing (Metrics)

The license fee for the EASY Interfaces software product depends on the following metrics:

1.1 The metrics is composed of the

- a) amount of storage space used by EASY Archive multiplied by volume price per contractual year (there is no user-based licensing).
- b) if metrics cannot be inferred from a), API access will be priced per contractual year.

For license contracts concluded prior to September 1, 2021, the following metrics apply: Access capability of any natural entity to EASY software via EASY Interfaces requires separate licensing of a client regardless of technical implementation of access, e.g. when access happens via a technical user.

1.2 EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method.

1.3 Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program.

1.4 EASY may once perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer. The Customer is obligated to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use. EASY may transfer the right to perform checks to third parties.

1.5 In all cases where his permission to use is terminated (e.g. by withdrawing from the contract (Rücktritt)), the Customer will stop using the software and, where technically feasible, remove the licensed software (coding) from his current systems. If necessary, he will immediately surrender to EASY any other licensed items subject to this contract. He will then reassure EASY, in writing, of the fulfillment of this duty.

1.6 EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (RVG). This indemnification requires that

- the Customer informs EASY of such claims without delay in writing,
- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkenntnis) or engages in actions that are similar to those named before,
- the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and

- the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

1.7 EASY shall undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected software. For this purpose, EASY may

- provide the Customer the rights that are required for the use,
- or
- modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.

1.8 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 2 Other Usage Rights

2.1 The Customer may copy the software inasmuch as the respective copying is required for its intended use. The required copying includes installing the software on the hardware used, as well as loading the software to the memory for the purpose of executing the software. Unless specifically agreed otherwise, the Customer may produce and store a single backup copy which must be marked as backup copy of the licensed software.

2.2 The Customer shall be entitled to use the software within a network or another multi-station computer system, so it can be executed at the same time or successively by more than one workstation, so-called multi-user application. The type and number of users entitled to access the software depend on the type and scope of the software used pursuant to the respective Feature and Performance Description and the scope laid down by EASY in the order confirmation. If, for instance, the number of users entitled to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

2.3 Except in cases of Section 69e German Copyright Act (UrhG), the Customer is not allowed to decompile the software. This does not include additions and modifications of interfaces of the software if these are intended as an addition and / or modification by the Customer (so-called scripting). Scripting in the above form is permitted.

2.4 The Customer will not be given additional rights to the software.

2.5 The Customer will not remove copyright notices and other ownership notices, which are placed on data media, in the program or in documentation.

§ 3 Other "General License Terms"

Supplementary and subordinate, the "General License Terms" of EASY SOFTWARE apply (<https://easy-software.com/en/contracts/gtcl/>).

Mülheim an der Ruhr, September 1, 2021



EASY SOFTWARE

Exhibit 1 of the License Terms – Special provisions for maintenance of EASY Interfaces

§ 1 Service subject

1.1 EASY will provide maintenance and support for the software listed in the order confirmation from the licensee (hereinafter referred to as Customer), using EASY Interfaces from EASY SOFTWARE AG.

The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2 For maintaining products using EASY Interfaces from EASY SOFTWARE AG, the following regulations shall supplement the provisions of the EASY Terms and Conditions, and the support policy referred to there. In case of objections, these License Terms, including this Exhibit 1, will apply as precedence.

§ 2 Scope of System Maintenance

2.1 Terminology

Working day: Monday through Friday, 8:00 a.m. to 18:00 p.m. CET, excluding German public holidays.

Response: Incorporation and analysis of a reported problem or determining the cause of the problem.

Response time: The time between reporting and initial response, when verified during a working day (period of time until initial professional reply).

Release change or update: Installing the next-higher software version, when verifying against the installed software version.

P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.

P2 – system problem: Critical system state, i.e. critical system state, outage of a relevant subsystem, limited production is possible.

P3 – system problem: outage of uncritical system components, no relevant problem with production mode.

2.2 Problem reports and queries

Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project.

The contacts to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.

2.3 Maintenance service

EASY will perform the following professional services for the software products and developments listed in the order confirmation.

Software maintenance: Free delivery of the software updates and upgrades of the software licenses listed in the order confirmation (pls. check in corresponding maintenance contract if upgrades are free of charge or subject to a fee).

The provisions from the respective manufacturers, which have been listed separately in an exhibit to the order confirmation, apply to maintaining the shipped software by third parties listed separately in the order confirmation.

Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.

Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4 Preclusion

Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

Professional services do not include:

- Installation for the purpose of first-time restoration of operational readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Correction of malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restore lost or damaged data as well as damaged system environments that were clearly not caused by EASY intervention.

§ 3 Customer's rights and duties

3.1 As long as EASY is obligated to perform maintenance services, the Customer will only have EASY or, upon the previous consent of EASY, third parties perform all maintenance and other related activities.

3.2 The Customer is obligated to execute and log the administrative tasks he has to perform himself only on instructions given by EASY.

3.3 The basis of this contract and the maintenance fees is an online remote maintenance connection that the Customer shall provide to EASY. Where technically feasible and justifiable by the Customer, the remote maintenance connection is of the site-to-site VPN type. If the Customer does not provide the corresponding remote maintenance capabilities, the additional expenses incurred through this shall be estimated with a flat-rate surcharge of 25% to the respective price for maintenance services.

3.4 The Customer shall undertake to use an existing test system where all modifications to the software can be tested under conditions that come as close as possible to production mode. This particularly applies to modifications made by the Customer himself, as well as prior to loading new release, version or correction versions of the software.

3.5 The Customer shall be obligated to ensure cooperation necessary for rendering the maintenance service by EASY.

3.6 The Customer shall be responsible for backup of his data on suitable media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.

3.7 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

§ 4 EASY's rights and duties

4.1 EASY shall be obligated to adhere to the Customer's access log validation.

4.2 EASY shall be obligated to use data transmitted by the Customer only for system maintenance purposes.

4.3 EASY shall be obligated to submit a report of rendered and planned professional services upon the Customer's request.

4.4 EASY reserves the right to render parts of the contractually agreed maintenance services in cooperation with authorized service partners. Permanent transfer of services shall only be performed upon consulting and consenting with the Customer.

4.5 EASY guarantees maintenance (maintenance and support services) for the current version of the licenses software, limited to three years from the date of purchasing the license if EASY does not offer any subsequent versions (new release versions). EASY shall render maintenance services for a version no longer current only if that version is not older than the two release versions prior to the current release version.

4.6 The maintenance services for software to be rendered by EASY do not include maintenance of modified software delivered by EASY in the EASY namespace but which has been modified by the Customer there.

4.7 EASY reserves the right to copy and use the software configurations made by the Customer to optimize support.

§ 5 Maintenance fees

5.1 Payment of the maintenance fee, plus legal sales tax/VAT shall be made annually in advance to the EASY bank account. The order confirmation lists the amount of the maintenance fee.

5.2 Services for fixing bugs not caused by EASY must be invoiced separately.

5.3 All prices are excl. travel costs and expenses incurred.

5.4 EASY reserves the right to adjust prices to the amount of actual expenses and requirements for maintenance services. EASY shall inform the Customer of increasing the amount three months prior to the due date, at the earliest at the end of the agreed minimum term. Two consecutive price increases must generally be separated by at least 12 months. Along with the price adjustment, the Customer shall simultaneously receive an updated order confirmation.

§ 6 System intervention

6.1 Interventions or changes to programs and system environments by the Customer and / or third parties represent a fatal impediment to service performance.

6.2 In such cases, service obligation on the part of EASY shall only be the case if the original state of the leased programs has been restored.

6.3 To the extent that EASY performs tasks to restore the original state upon separate prior agreement, these will be calculated separately regardless of the service contract.

§ 7 Software maintenance commencement

The parties shall determine in the corresponding order confirmation when the maintenance contract shall commence. If no provision is made therein, the chargeable maintenance relationship shall commence upon delivery of the software or download offer.



EASY SOFTWARE

License Terms of EASY vendors (Third-party software)

§ 1 Application scope

The EASY software partially contains software licensed by third parties. In the event that the Customer is using such software, precisely named by EASY in the offering and/or order confirmation, he must comply with the following provisions, which are partially only available in English.

§ 2 Additional license terms for EASY SOFTWARE that contains ABBYY SDK from ABBYY Europe GmbH

2.1. Subject to the condition that the Customer complies with the rules of the license agreement that apply for the ABBYY SDK or the application in total, the Customer is granted a license for the ABBYY SDK which is incorporated into EASY software. The license may be limited in terms of time and functionality and protected from authorized copying by means of a hardware or software protection key which is an integral part of the ABBYY SDK.

2.2. The Customer may not perform or make it possible for other persons to perform any activities included in the list below:

2.2.1. Disassembling or decompiling (i.e. extract the source code from the object code) ABBYY SDK (Application, data bases, and other ABBYY SDK components), except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.2.2. Modify ABBYY SDK, including making changes to the object code of the Application and databases contained in the ABBYY SDK other than those provided for by the ABBYY SDK and described in the documentation.

2.2.3. Transfer any rights granted to the Customer hereby and other rights related to ABBYY SDK to any other person, not authorized to use ABBYY SDK.

2.2.4. Make it possible for any person not entitled to use ABBYY SDK and working in the same multi-user system as the Customer to use ABBYY SDK.

2.2.5. ABBYY SDK is supplied "as is".

ABBYY does not guarantee that ABBYY SDK is healthy; it is not liable for immediate or indirect damage. ABBYY is not liable either for any damages incurred through loss of profit, interrupted business activity, loss of company data or other financial losses incurred through the use of ABBYY SDK, or for damages through possible errors or misprints in ABBYY SDK.

2.3. Adobe PDF Library

2.3.1. Adobe PDF Library®. "Adobe Software" means Adobe PDF Library® for Windows NT, 2000, XP, 98, Me and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof. ABBYY FineReader 10 uses the Adobe Software for converting PDF files into image files.

2.3.2. License grant and restrictions. ABBYY grants the Customer a non-exclusive right to use the Adobe Software incorporated into ABBYY SDK under the terms of this license agreement. The Customer may make one backup copy of the Adobe Software incorporated into the Software, provided the backup copy is not installed or used on any computer.

2.3.3. Intellectual property rights. The Adobe Software incorporated into EASY software is owned by Adobe and its suppliers; and its structure, organization and code are the valuable trade secrets of Adobe and its suppliers. The Adobe Software is also protected by United States Copyright Law and International Treaty provisions. The Customer may not copy the Adobe Software incorporated into the EASY software, except as provided in this license agreement. Any copies that the Customer is permitted to make pursuant to this license agreement must contain the same copyright and other proprietary notices that appear on or in the EASY software. The Customer agrees not to modify, adapt, translate, reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of the Adobe Software incorporated into EASY software. Except as stated above, this license agreement does not grant the Customer any intellectual property rights in the Adobe Software.

2.3.4. License for fonts. If the EASY software or Adobe Software incorporated into EASY-Software includes font software, the Customer may embed the font software, or outlines of the font software, into its electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. The Customer may fully embed any font owned by Adobe.

2.3.5. Warranty. ABBYY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE RESULTS THE CUSTOMER MAY OBTAIN BY USING THE ADOBE SOFTWARE INCORPORATED INTO EASY SOFTWARE.

2.3.6. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ABBYY'S BREACH OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTY INDICATED IN SECTION 2.4.5. OF THIS LICENSE AGREEMENT, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

2.3.7. Some countries or legislations do not allow precluding or restricting casual damage, subsequent or concrete damage, precluding the legal warranty or restricting the warranty term; therefore, the above restrictions may not apply to the customer. To the extent permissible, any implied warranties are limited to thirty (30) days. This warranty gives the Customer specific legal rights. The Customer may have other rights, which vary from state to state or jurisdiction to jurisdiction.

2.3.8. Export Rules. The Customer agrees that the Adobe Software incorporated into EASY software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Adobe Software incorporated into EASY software is identified as export controlled items under the Export Laws, the Customer represents and warrants that the Customer is not a citizen, or other located within, an embargoed nation and that The Customer is not otherwise prohibited under the Export Laws from receiving the Adobe Software incorporated into EASY-Software. All rights to use the Adobe Software incorporated into EASY software are granted on condition that such rights are forfeited if the Customer fails to comply with the terms of this license agreement.

2.3.9. Trademarks. Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

2.4. LIZARDTECH

2.4.1. ABBYY SDK parts contain software licensed by ABBYY from LIZARDTECH INC.

2.4.2. The integrated software products of LIZARDTECH origin, as well as any associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

2.4.3. License grant. The Customer is granted a personal, nonsublicensable, nontransferable, nonexclusive license to use the SOFTWARE as integrated (as well as any associated documentation). The Customer will not rent, sell, lease or otherwise distribute the SOFTWARE or any part of it.

2.4.4. NO WARRANTIES FOR THE SOFTWARE. THE SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT (INCLUDING LACK OF NEGLIGENCE) IS WITH THE CUSTOMER. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE CUSTOMER'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF THE CUSTOMER HAS RECEIVED ANY WARRANTIES REGARDING THE PRODUCT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LIZARDTECH.

2.4.5. NO LIABILITY FOR CERTAIN DAMAGES. EXCEPT AS PROHIBITED BY LAW, LIZARDTECH SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

2.4.6. Limitations on Reverse Engineering, Decompilation and Disassembly. The Customer may not reverse engineer, decompile or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

§ 3 Additional license terms for EASY SOFTWARE that contains Oracle products

3.1. The use of the software incorporating Oracle programs is limited to the legal entity that is party of the license agreement.

3.2. The use of software with incorporated Oracle-programs is limited to the scope of the application package of the program and to the internal business operations of the Customer. Agents or contractors of the Customer may be permitted to use the programs on behalf of the Customer for the purposes set forth in this license agreement, subject to the terms in this license agreement.

3.3. The use of software incorporating Oracle-programs by the Customer's clients and suppliers is permitted if it enables interaction with the Customer in the furtherance of the Customer's internal business operations and is in compliance with this license agreement.



EASY SOFTWARE

3.4. The Customer is responsible for its clients, agents, contractors or outsourcing-partners to comply with this license agreement when using the application package.

3.5. Oracle retains all ownership and intellectual property rights for Oracle programs.

3.6. It is prohibited to transfer programs, except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device.

3.7. It is prohibited to assign, give or transfer the programs and/or services ordered or an interest in them to another individual or entity (If the Customer grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or services)

3.8. It is prohibited to:

3.8.1. use the program for timesharing, service bureau, subscription service or rental use,

3.8.2. remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights,

3.8.3. make the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license)

3.8.4. pass titles to the programs to the Customer or any other party.

3.9. Reverse engineering, disassembly or decompilation of the programs is prohibited (unless required by law for interoperability) as well as duplication of the programs is prohibited except for a sufficient number of copies of each program for the Customer's licensed use and one copy of each program media is prohibited.

3.10 Oracle is not liable over and above the statutory minimum in case of:

3.10.1. any damages, whether direct, indirect, incidental, specific, punitive or consequential and

3.10.2. lost profits, incomes, data or data uses that are arising by using the programs.

3.11 In case of terminating the license agreement the Customer shall discontinue to use of the programs and destroy or return to EASY all copies of the programs and documentation.

3.12 The publication of any results of benchmark test run on the programs is prohibited.

3.13 The programs are subject to a restricted license and can only be used in conjunction with EASY-Software.

3.14 The Customer may not modify the programs.

3.15 Oracle is designated as a third party beneficiary of this license agreement.

3.16 The programs may include source code that Oracle may provide as part of its standard shipment of such programs. In this case, the source code shall governed by the terms of this license agreement.

3.17 EASY shall specify in its documentation or otherwise, if third party technologies may be suitable or necessary for the use of some Oracle programs. The use of such third party technologies in conjunction with EASY software by the Customer is only licensed under the rules set forth in the documentation or the respective third party license agreement but not according to this license agreement.

§ 4 License Terms for I.R.I.S. products distributed by EASY

This End User License Agreement ("License") is a legally binding agreement between the licensee ("Licensee") and the Licensor.

The Licensee must inform each user of the Licensed Software of the provisions of this license.

The Licensee acknowledges that the Licensor is entitled to collect, use and propagate to other companies within his Group technical data and connected information, among this, but not limited to, technical information about the use of the software in order to enhance the Licensee's user experience.

Technical data does not contain any personal information that might identify an individual. Personal data may need to be shared with our partners; in that case, the end user must be aware of the privacy policies of the corresponding partner. If the Licensor is given access to the end user's personal data, a separate privacy agreement will be concluded.

4.1. Validity

This Agreement is valid for the entire I.R.I.S. software, current, future, and all other updates, new versions, additional modules ("Software"), and the associated user

documentation ("Documentation"). In return for payment for the valid license fees and by acknowledging this Agreement, the Licensor shall grant only the following rights to the Licensee:

4.2. License

Herewith the Licensor allows the Licensee to use a personal, non-exclusive, worldwide, non-transferable license, the software ("Licensed Software") along with a copy of the written computer program documentation ("Documentation"), which is connected with the Licensed Software, by installing the software, depending on individual cases, on a single personal computer or server complying with the provisions of this license including the license agreements on third-party software and Open Source included in the Exhibit. With regards to the Microsoft SQL server licenses, which may be located in the Exhibit, specific number and type of licenses are defined in the relevant performance description, and may be subject to applicable export control regulations.

For notes or other information and/or compliance purposes, an added README file contains texts of additional license agreements for third-party software and Open Source. Protection of the Licensed Software can take place using a software key, given by the Licensor, which is required for running the software. Additionally, the Licensed Software may be equipped with a protective device that restricts or prevents use if an upper limit of the license rights acquired by the Licensee is reached.

4.3. Property and copyright

The Licensed Software and documentation are the property of the Licensor or his suppliers, and protected by copyright and international agreements in the United States, Germany, and globally. The Licensor and his suppliers keep the property right and the entire copyright and other intellectual property rights to the Licensed Software and documentation. The Licensor shall never be obligated to share the source code of his Licensed Software.

4.4. Usage limits

This license is valid only for use by the Licensee; it does not grant him the right to sell the Licensed Software, integrate the I.R.I.S. technology contained therein, or render services to third parties via the Internet unless the Licensor has given express permission in writing. This license permits internal use of the I.R.I.S. technology contained therein via the Licensee's intranet or extranet. This license is not valid for use as a runtime license of an I.R.I.S. component integrated into a third-party application and/or in an Internet-based service. When reselling the license, obtaining a new activation key from the Licensor is necessary, and the new end user must accept the provisions of this end user license agreement. Except within the legally expressly allowed scope, the Licensee may not modify, decompile, reverse-assemble, reverse-engineer the Licensed Software, reduce its code in human-readable format or adapt it, translate it, or create works derived from it. The Licensee may not create copies of the Licensed Software or documentation, except for a copy of the software only for backup or archiving purposes.

4.5. License duration

This license becomes effective through acquisition of the Licensed Software by the Licensee.

The purchased license may be limited in usage and time; it might automatically expire when using the Licensed Software when it has reached the number of scans or other processing steps that the Licensee acquired, or when the time purchased by the Licensee has been reached.

The Licensee shall be responsible for monitoring the dashboard by displaying approximation to the license limit. The Licensee understands that he will receive notification from the dashboard when the usage limit of the license has reached 80%. He may then acquire a license extension or an additional license at the price that will then be valid.

This license and all its extensions shall remain effective until they are terminated either (i) by the Licensee at any time through written notification of the Licensor, or (ii) automatically after a breach of one of its provisions by the Licensee.

The Licensee agrees to destroy all copies of the Licensed Software and documentation that he possesses, and to remove all copies of the Licensed Software from personal computers. As part of this paragraph 5, there shall be no claim to refunding license and/or maintenance fees already paid.

4.6. Disclaimer of warranty

The Licensee takes responsibility for selecting the Licensed Software to achieve its intended results, and for installation and use of the Licensed Software and the results achieved through it. The Licensor disclaims all warranties that the functionality the software contains meets the Licensee's requirements, or that running the Licensed Software is permanently possible or trouble-free.

You acknowledge that the software may not be free of defects and errors, and that events outside the Licensor's responsibility may temporarily or permanently limit the use and availability of the Licensed Software, and that such events do not constitute a breach on



EASY SOFTWARE

the Licensor's' side of this Agreement.

To the fullest extent permitted by law, Licensed Software and Documentation are provided to Licensee "as is" and without warranties of any kind. The Licensee shall bear the entire risk regarding satisfactory quality, capabilities, and precision. The Licensor, its parent and his associated companies, distributors, and retailers disclaim all warranties, conditions or representations of any kind, express, implied, statutory or otherwise, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement.

4.7. Limited Liability

The Licensor, its parent and its affiliates, distributors and retailers shall not be liable for any special, indirect, incidental or consequential loss or damage (including, without limitation, loss of data or loss of profits) related in any way to the Licensed Software, Documentation or disks, or to Licensor's obligations under this License, even if Licensor, its parent and its affiliates, distributors and retailers have been advised of the possibility of such loss or damage. The Licensee shall take all necessary steps to mitigate any loss or liability that may result in the incurrence of any loss, cost or claim under this License and the use or inability to use the Licensed Software and Documentation.

4.8. Illegal Use

Under no circumstances shall the Licensor and its distributors be liable to the end user or any third party for any unlawful use of the Licensed Software in violation of any applicable law or the terms of this document that results in the reproduction, electronic transmission, copying, translation, or modification of any portion of the Documentation, or any information about the Licensed Software, or any information processed by the Licensed Software, as the case may be, without proper authorization from the Licensor or copyright holder.

4.9. Legal Restrictions for an Agreement on I.R.I.S. licensing imposed by U.S. Government

The Licensee makes the following statements and assurances:

(a) The Licensee is not located in a country subject to an embargo by the U.S. government or designated by the U.S. government as a "terrorism supporting" country. and

(b) The Licensee is not named on any list of banned or restricted parties maintained by the U.S. government.

The Licensed Software and Documentation shall be provided with limited rights.

Use, duplication, or disclosure by government agencies, as appropriate, is subject to the limitations of the provision entitled "The Rights in Technical Data and Computer Software" DFARS 252.227 7013, paragraph (c) (1) (ii) or subparagraphs (c) (1) and (2) of the provision entitled "Commercial Computer Software - Restricted Rights" at 48 CFR 52.227-19. The contractual party/manufacturer is I.R.I.S.

4.10. General

This license is the complete and exclusive statement of the agreement between Licensee and Licensor and supersedes all prior oral or written proposals, agreements or communications relating to its subject matter.

This Agreement is subject to the right shown below where conflict of laws provisions are precluded. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly precluded.

This Agreement on I.R.I.S. licensing is subject to German legislation. The sole jurisdiction for all disputes between the parties arising from this Agreement is the court responsible for Mülheim an der Ruhr, Germany.

§ 5 Other third-party products

The Licensee shall be notified, in the offering and in the order confirmation submitted by EASY, of the License Terms of other third-party products prior to acquiring or subscribing to the license.



EASY SOFTWARE

Additional license terms for EASY software that contains Open Source products

Additional license terms for EASY software that contains Open Source products

1. Type and application scope of Open Source Software (OSS) used in licensed EASY software products, as well as OSS License Terms that apply for their use are displayed product- and release-specifically in a data file located in the corresponding installation media for the respective EASY software product.

2. The hints by EASY on OSS compliance of the OSS products used in its software must be observed by the Licensee if he wants to use the software freely.



EASY SOFTWARE

Additional License Terms for Software Subscription

§ 1 Usage rights for Software Subscription

1.1. EASY temporarily grants the Customer the rights of use regulated in § 2 for payment of regular fees. For the rights of use, § 2 as well as the usage volume described in an individual contractual license overview and service description apply. When using the software, the Customer has to consider further stipulations (e.g. different license classes, metrics, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

1.2. (Optional and according to additional order:) EASY shall provide the Customer the software for use in a cloud environment operated by EASY (EASY Cloud Platform) as Managed Cloud Application Hosting.

1.3. If and where agreed and ordered, EASY shall perform implementation of or customizing the software as a professional service and, for a fee, initial training in the use of the software for the Customer's employees.

§ 2 Granting rights for software subscription

2.1 Subject to the condition precedent of full payment of the fees owed on a regular basis, the Customer shall receive the non-exclusive, non-transferable right to use the software including documentation to the contractually agreed extent for the duration of the transfer of use, which right shall be limited to the term of the transfer of use and shall thus be limited in time.

2.2 The Customer may in turn transfer the usage rights granted in this way for use within his group of companies or its corporate group if EASY has expressly granted this in written form. EASY shall not provide object or source code to the Customer.

2.3 The type and number of users entitled to access the software (clients) or another type of license metrics (e.g. number of servers, documents, pages, workflows, processes per period, files, mailboxes) depend on the type and scope of software used, according to the respective service description and the scope stated by EASY in the order confirmation. If, for instance, the number of users authorized to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

2.4. For any agreed further increase in the number of users with authorized access or any other kind of the extended use based on the agreed license metrics (other increase), the Customer has to pay a separate fee pursuant to the EASY price list that is valid at the time of the increase. That fee depends on the type and number of additional influencers on the license metrics (e.g. increased number of users). The Customer must submit in advance a written notice to EASY about the increasing influencers. The increase of users requires EASY's consent.

2.5. Any use of the software that is in excess of the agreed scope (over-use), particularly using the software with more than the agreed amount of authorized users, constitutes a material breach of contract. The Customer has to notify EASY immediately in writing of such over-use. If an inspection or any other method shows that the software which is subject to the contract is used by the Customer in excess of the contractual agreements, the Customer shall have the right to conclude a contract with EASY regarding an increase of the scope of use.

2.6. EASY is entitled to routinely review the use of the software. In doing so, EASY is allowed, among other things, to check the number of users to whom EASY grants the capability to access the software via interfaces. Other software- or hardware-specific usage criteria can be essential for the calculation of the remuneration if the written order confirmation for the software, which is subject to the contract, explicitly provides for this. Checks will usually be based on the Customer's own reporting. In this regard, the Customer is required to disclose in written form the method that he used to collect the reported number of users. In addition, EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method. Otherwise, the Customer has to enable setting up within a reasonable time a system- or application-specific program during license auditing, and cooperate with executing that program. EASY may once perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer.

The Customer shall be obligated to reasonably cooperate with EASY in performing such reviews; in particular, he must allow EASY to view his systems to the extent necessary during remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use. EASY may transfer the right to perform checks to third parties.

2.7. In all cases of terminating his right of use (e.g. after end of the term, by terminating the contract), the Customer shall cease to use the software, surrendering the software that

may have been ceded to him, as well as other contract subjects ceded to him, and deleting all software copies unless he is legally required to retain data to be processed only using the software for a longer time. He will then reassure EASY, in writing, of the fulfillment of this duty.

2.8 In addition, the license metrics defined in the General Terms and Conditions "Licensing" of EASY and its licensing policy for subscribed software (<https://easy-software.com/en/contracts/gtcl/> and <https://easy-software.com/en/contracts/gtcl/policy/>).

§ 3 Agreement term and termination

3.1 The License Agreement comes into effect with the acceptance of an EASY offer through the Customer (purchase order) and a final order confirmation by EASY SOFTWARE AG.

3.2 Term (of contract) and usage start are subject to the EASY offer that refers to this License Subscription. The term offered shall be deemed as agreed through acceptance of the offering; it will be automatically extended after expiration of the notice period with a respective period of another 12 months ("extended term"). By complying with a deadline of three (3) months to the end of the initial term or the respective extended term, the Customer shall be entitled to (i) terminate the License Agreement in writing or (ii) reduce the portion of defined users and/or packages. EASY shall be entitled to terminate the License Agreement within a deadline of 90 days to expiration of the initial runtime or the respective currently extended runtime. Termination by the Customer or reducing the defined users/packages must be in writing; the same applies to termination by EASY.

3.3 The parties reserve the right to terminate the License Agreement for good cause. Most of all, good cause for termination by EASY is:

3.3.1 a not insignificant violation of duties arising from the supply or service contracts concluded as part of this Agreement, in particular, non-payment of receivables (see 4.2);

3.3.2 grave violations of the contract or violation of non-contractually mutually agreed provisions leading to the loss of mutual trust or the basis of the business relationship;

3.3.3 application for opening of insolvency proceedings, as well as rejection of opening of insolvency proceedings for lack of assets or submission of an affidavit or similar proceedings;

3.3.4 complete or partial and substantial cessation of business activities, in the event of an actual or foreseeable duration of more than six months.

3.4 In the period between the notice of termination being given and becoming effective, and for a period of 30 days after termination of the contract, EASY shall enable return, migration, and backup of customer data from the customer's production system to the Customer, - in case of Cloud Application Hosting: if and to the extent that the contracts concluded by EASY with the data center operator allow this. Data still located on the servers after termination has become effective, including the Customer data, will be permanently and irrevocably deleted not later than 90 days unless the data center operator does not technically permit such a deletion or further retention of such data is mandated due to the consensus of the parties in accordance with the applicable laws and regulations. The Customer shall take appropriate measures to ensure compliance of the necessary legal provisions for data retention, e.g. through routine backups to your own data media. The Customer shall, moreover, not assert any claims against EASY or its subcontractors for whose defense such data may be necessary.

§ 4 Fees, accounting

4.1 The license fee (subscription fee) must be paid in advance every month; this applies both to one-off fees and periodical usage fees. Cash discount will not be granted. Payments will be due 14 days after the beginning of the month. With maturity, EASY SOFTWARE AG may require interests on arrears at the rate of the valid legal interest rate on arrears valid among businessmen.

4.2 If the Customer defaults with more than two fees (e.g. two monthly fees), EASY shall be entitled to terminate the contractual relationship within a period of four weeks at the end of the month.

4.3 EASY reserves the right to temporarily restrict or block access to the subscribed software entirely or in part until payment has been made if the payment obligations towards EASY have not been met within three months after the payment term. EASY will inform the Customer about such a step within an appropriate notice time.

4.4 All compensations agreed upon are excluding the respective sales tax/VAT.

4.5 If the Customer requests additional professional services (e.g. more users), a supplement to this License Agreement will be made.

4.6 The use of EASY cloud platforms interfaces to connect the services of EASY or third parties to this platform may require conclusion of a separate agreement between the Customer and EASY, therefore subject to the provisions of the EASY price list that will then



EASY SOFTWARE

be valid. Kind and amount of invoicing for the use of such an EASY interface will be made between the Customer and EASY in a separate agreement unless the parties agree on something deviating from this in express written form.

4.7 The Customer may only offset undisputed or legally established claims and may only base a right of retention on undisputed or legally established claims.

4.8 EASY shall be entitled to increase the agreed prices for the subscription in compliance with a three-month advance notice period to the Customer by written adjustment declaration at its reasonable discretion, in particular in compliance with the following principles:

4.8.1 The first price increase shall be limited to the percentage by which the index determined below has increased cumulatively, referring to the value of the index at the time the order becomes effective. All subsequent price increases shall be limited to the percentage by which the index has since increased cumulatively, referring to the index state at the time of the previous price increase ("change framework").

4.8.2 The index of average gross monthly earnings of full-time employees in Germany for the sector of information technology services (currently published in quarterly figures by the Federal Statistical Office (Statistisches Bundesamt) in Fachserie 16, Reihe 2.4, Gruppe J 62) is to be used as the basis for determining the scope of the amendment. If this index is no longer published, the index published by the German Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the above industry shall be used to determine the scope of the amendment.

4.8.3 Such an increase takes effect with the beginning of the next contract year, but not later than the beginning of the next extension period of the order term.

4.8.4 Should there be changes in fees, EASY shall inform the Customer about such changes in a reasonable interval in advance. In the event of an increase of more than 9.9% the Customer shall be entitled to terminate the License Agreement (Subscription) to the end of the agreed term within six (6) weeks after notification of the increase, or reject the increase. Termination must be in writing. If the Customer rejects the increase, EASY may terminate the License Agreement (Subscription), complying with a notice period of six (6) months at the end of the month.

§ 5 Warranty

5.1 EASY warrants that the subscribed software meets the specifications agreed in the product-specific service description during the term and that their use with contractual usage by the Customer shall not violate any rights of third parties. EASY shall remedy material defects and defects of title of the software in accordance with Para. 2. If EASY has not remedied the defect even after expiration of a grace period of reasonable length set by the Customer in writing, and if suitability is thereby more than insignificantly reduced, the Customer shall have the right to terminate the contract, which must be in writing. If suitability of the Service for contractual use is more than insignificantly reduced, the Customer shall have the right to reasonably reduce the compensation. For damage due to defects, § 6 applies. Strict liability for defects already existing at the time of conclusion of the contract (in Germany, pursuant to Section 536a Para. 1 Alt. 1 of the German Civil Code (BGB)) is precluded.

5.2 EASY shall remove software defects by providing the Customer new software free of defects (e.g. Service Release). Rectifying the defect may also consist in EASY showing the Customer reasonable ways to avoid the impacts of the defect. In the event of defects of title, EASY shall, at its own discretion, either (i) procure for the Customer the right to use the software as agreed, or (ii) replace the software or modify it in such a way that the allegation of infringement is removed but the Customer's use in accordance with the contract is thereby not unreasonably impaired, or (iii) terminate the subscription to that extent and refund the Customer any remuneration paid in advance for the term remaining after the termination date and pay damages within the scope of § 6.

5.3 Warranty rights due to material defects and defects of title become statute-barred one year after conclusion of the contract (limitation period).

§ 6 Liability

6.1 In all cases of contractual and non-contractual liability, EASY shall render compensation for damages or refunding of futile expenses only:

6.1.1 in case of intent the full amount, in case of gross negligence and in case of the absence of a quality for which EASY has assumed a guarantee, only the amount of the foreseeable damage which was to be prevented by the breached duty or the guarantee;

6.1.2 In other cases only from breach of a material obligation and to the foreseeable damage if the purpose of the contract is jeopardized thereby. In these cases, the liability shall always be limited to EUR 100,000 per case of damage, in total to EUR 500,000. Moreover, liability for indirect damage is precluded. The parties understand indirect damage to mean damage that a prudent professional familiar with the contract and the subject matter could not reasonably have expected (consequential damage), as well as damage caused by an error in a third-party system. Reputation damage, lost profit or

payments of a punitive nature are also excluded. The objection of contributory negligence remains open.

The limitations of liability pursuant to Para. 6.1 shall not apply in the event of liability for personal injury and in the case of product liability under the German Product Liability Act.

6.2 For all claims against EASY for damages or compensation of futile expenditures in the event of contractual and non-contractual liability, a limitation period of one year shall apply. This shall not apply to liability in the event of intent or gross negligence or in the event of personal injury or under the German Product Liability Act or comparable national legislation. The limitation period pursuant to Para. 2 Sentence 1 shall commence at the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence. Regardless of knowledge, claims for damages fall under the statute of limitations three years after the damage occurred. The above limitations of liability shall also apply to claims against employees, subcontractors or other authorized representatives of EASY.

§ 7 Non-disclosure

Both parties shall treat all confidential information and all trade secrets of the other party as confidential which in connection with execution of the contract have been acquired or via other EASY Services and which have been expressly indicated as confidential or secret, or of which it is to be assumed that they are confidential or secret.

§ 8 Privacy and data security

The Customer shall conclude a contract with EASY for processing data on behalf of the EU General Data Protection Regulation (GDPR). The contract text is available at <https://easy-software.com/en/ag/contracts/odpa/> and shall be deemed to have been concluded between the Parties upon confirmation of the order, unless the parties individually agree on a contract for processing data on behalf of the order that takes precedence. The parties may agree on another contract for the processing of data on behalf of an individual contract.

§ 9 Other provisions

9.1 The exclusive jurisdiction for all legal disputes arising from or in connection with the License Agreement (Subscription) is Mülheim an der Ruhr, Germany.

9.2 If individual provisions of this License Agreement (Subscription) should be ineffective or become ineffective, this will not affect the effectiveness of the remaining provisions. Instead, a provision will be added which is as similar as possible to the invalidated provision and which is legal, valid and enforceable.

Mülheim an der Ruhr, Germany / January 1, 2021