



**EASY SOFTWARE**

# **Licensing Policy (EN)**

## **License Definitions, Metrics and Other License Terms**

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**EASY SOFTWARE GROUP**

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

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## Contents

<b>Definitions and license metrics basics</b> .....	3
<b>Special license terms</b> .....	5
Special cross-license terms .....	5
License Terms for EASY for SAP .....	6
License Terms for EASY for Exchange .....	9
License Terms for EASY for Dynamics NAV .....	10
License Terms for EASY Contract Comfort (Software as a Service ECM) .....	13
Other special license provisions .....	17
License Terms of EASY vendors .....	18
(Third-party software) .....	18
Additional license terms for EASY software that contains Open Source products .....	20

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

## 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 1,000 EASY concurrent user licenses must be purchased for 9,000 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.

**CPU** refers to the main processor of a computer in the form of a chip. It may contain one or more processor cores via which the program is running. Regardless of the number of processor cores, each chip counts as 1 CPU.

**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 holdings companies according to Section 15 AktG (Aktiengesetz, 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.

**Employee User** 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 or not this individual is actually using the programs actively at any given time.

**Enterprise 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 required licenses depends on the number of Enterprise Employees, not on 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 Enterprise 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. The value of these program licenses depends on the number of Enterprise Employees. For these program licenses, the number of licenses purchased must at least correspond to the number of Enterprise Employees as of the effective date of the Customer's order. If at any time the number of Enterprise Employees exceeds the number of licenses, the Customer will be required to order additional licenses (and technical support for such additional licenses) such that the number of licenses corresponds to the number of Enterprise Employees. The Customer shall not be entitled to any refund, credit or the like if the number of Enterprise Employees is reduced. In addition, each year 90 days before the anniversary date of the Customer's order, the Customer shall be required to report to EASY the number of Enterprise Employees as of such date.

**Gigabyte:** is defined as one billion bytes of data archived and purged by the program.

**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**

Defining useful life: Useful life of 1, 2, 3, 4, 5 years: A program 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 through three parameters:

- its system ID
- its installation number
- its set production ID

#### **SAP production client**

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

**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 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.

**Terabyte** refers to a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

**Trial licenses** are available a) to run ECM trial systems, b) for temporarily testing products, solutions, and services, and c) for testing 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 overviews 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.

## Special license terms

### Special cross-license terms

#### Failover

Unless the terms below apply, the Customer's license for the EASY Archive and EASY for SAP programs 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. 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.

Unless the terms below apply, the Customer's license for the following EASY programs includes the entitlement to run the licensed programs on a non-licensed backup computer in a failover environment for a total of 20 individual days of any calendar year (if, for example, a failover node fails for two hours on Tuesday and for three hours on Friday, this will count as two days):

#### Testing

##### a) Running ECM test systems (W1017-0997)

This EASY ECM trial license comes as a free license. Only additional maintenance fees will apply. The trial license is intended only for running in a test environment, e.g. for testing a necessary patch or update. The trial license may not be used in production mode. A maintenance contract for the production system is mandatory. Services for implementation shall remain fee-based.

##### b) Temporary testing of products, solutions, and services

The EASY ECM product trial license shall be temporarily provided free for license and maintenance for up to three (3) months. This trial license is intended only for temporary testing, e.g. for testing a product or module that has not (yet) been licensed. The trial license may not be used in production mode. Services for implementation shall be fee-based.

##### c) 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.

## 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 transfer or 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 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, 1017-0550P) 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 licenses 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. The licenses are valid for use in one (1) SAP production client. Every additional production client must be licenses separately (EASY for SAP client (1017-0305)).

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

Group licenses or the capability of transfer or 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 permitted, 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- and application-specific program during license auditing, and cooperate with executing that program.

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 release of liability 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,
- her 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, 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 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 authorized to access the software (clients) or another type of license metrics (e.g. number of servers, documents, pages, workflows, processes per period, files, or mailboxes) depend on the type and scope of software used pursuant to the respective feature and service description and the scope laid down 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/>).



## 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 or 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- and 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 release of liability 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 required for further 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.

## § 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/>).

### Annex 1 of 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 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.

## 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 nine (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- and 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. 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 release of liability 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 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/>).

### Annex 1 of 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 Attachment 1 apply unqualified.

#### § 2 SCOPE OF SYSTEM MAINTENANCE

##### 2.1. Terminology

Business day: Monday through Friday, 8:00 a.m. to 17:00 p.m., 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, 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: Free delivery of the software updates and upgrades of the software licenses listed in the order confirmation.

The provisions from the respective manufacturers, which have been listed separately in an annex 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 begin.

## **License Terms for EASY Contract Comfort (Software as a Service ECM)**

### **License Terms for Software as a Service (ECM) – EASY Contract Comfort (September 2, 2018)**

#### **§ 1 Subject of this Agreement, General**

1.1. EASY SOFTWARE AG (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 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**

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 shall be free of charge to the Customer.

Product innovations, e.g. functional extensions to the already licensed application version, as well as 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.

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 for example to the German Reimbursement Law for Lawyers (Rechtsanwaltsvergütungsgesetz). This indemnification 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 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 permitted 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 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).

## Other special license provisions

### I. EASY WebDAV for ILM - license terms

#### Basics

An "EASY WebDAV for 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 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 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, 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 ILM requires sufficient licensing of EASY Archive and EASY for SAP.

II. Currently, no other special license terms are available.

## License Terms of EASY vendors (Third-party software)

### § 1 Applicability

EASY software partially contains software licensed from third parties. In the event that the Customer uses such software, the Customer has to comply with the following provisions from those third parties

### § 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.

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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.

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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. 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.

## **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 are valid for their use, are listed product- and release-specific in a file that is located in the corresponding installation media for the relevant EASY software product.

2. The Licensee must consider the notes from EASY on OSS compliance of OSS products used in its software if he wants to use the software arbitrarily.