



EASY SOFTWARE

General Terms and Conditions
"EASY Cloud Services"

(General Cloud Service Terms)

December 11, 2018
(version of January 1, 2021)

EASY SOFTWARE AG

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

v1.0d

General Terms and Conditions for "EASY Cloud Services"

These General Terms and Conditions for EASY Cloud Services constitute a supplement to the General Terms and Conditions. The General Terms and Conditions and these terms for Cloud Services, together with a purchase order/order confirmation and the other documents attached thereto or referred to therein, constitute the Terms for Cloud Services (also referred to as "Agreement"). The General Cloud Service Terms can also be agreed separately.

1. Use of the services

1.1 EASY provides the Customer with the EASY Cloud Services listed in the Customer's order (the "Services") in accordance with these Terms and the Customer's order. Unless agreed otherwise in these Terms or in the order, the Customer has the non-exclusive, worldwide, and restricted right to use the Services exclusively for his internal business operations for the period laid down in the order unless the Services, as required by these Terms or the order, end at an earlier date (the "Performance Period"). The Customer may allow his users to use the Services for this purpose and he is responsible for ensuring that the users comply with the provisions of these Terms and his own order.

1.2 The performance specifications describe and govern the Services. During the Performance Period EASY is entitled to update the performance specifications in order, inter alia, to take into account changes related to laws, statutory provisions, rules, technology, industrial practices, system usage behavior, and availability of third-party content. Such updating of Services or the performance specifications by EASY will not, however, materially reduce the scope of the performance, functionality, security, or availability of the Services during the Performance Period of your order.

1.3 The Customer is not permitted, and he may not cause or permit others to:

1.3.1 use the Services to harass people; cause damage, loss or injury to people or property; publish materials that are false, defamatory, or obscene; infringe data protection rights; promote fanaticism, racism, hate, or suffering; send unsolicited bulk e-mail messages, junk e-mails, spam, or chain letters; infringe copyrights; or in any other way violate applicable law and regulations,

1.3.2 perform or disclose any benchmark, availability, or performance tests on the Services, or

1.3.3 perform or disclose network recognition, port and service identification, weak-point scans, cracking of passwords, remote access, or penetration tests on the Services. Besides other rights which EASY has based on these Terms and the Customer's order, EASY is entitled to take remedial action in case of a breach of the above-stated principles. Such remedial action may include removing or disabling access to Services the use of which constitutes a breach of said principles.

2. Remuneration and payment

2.1 The Customer's order cannot be canceled after it has been placed and amounts paid are non-refundable except where determined otherwise herein or in the Customer's order. Expenses and taxes are not included in the remuneration specified in an order for Services.

2.2 If the Customer exceeds the volume of services ordered, the Customer must acquire the excess volume without delay, and pay the corresponding remuneration for it.

3. Intellectual property rights and restrictions

3.1 The Customer retains all owner rights and industrial property rights to his content. EASY or its licensors (when using third-party cloud platforms) retain all owner rights and industrial property rights to the Services, the works derived therefrom, and all work products developed or provided by EASY or commissioned by EASY as part of these Terms.

3.2 The Customer may be able to access third-party content through the use of the Services. Unless laid down otherwise in the order, all owner rights and industrial property rights to third-party content and the use of that content are subject to the separate provisions by third parties which were agreed upon between the Customer and the respective third party.

3.3 The Customer grants EASY the right to host, use, process, display or transfer his (the Customer's) content in order to provide the Services in accordance with these Terms and the Customer's order. The Customer is solely responsible for accuracy, quality, integrity, lawfulness, reliability, and appropriateness of his content and for obtaining all rights related to his content which EASY needs for rendering the Services.

3.4 The Customer is not permitted and he may not cause or permit others to

3.4.1 modify any part of the Services; create works derived thereof; disassemble; decompile; reverse engineer; reproduce; republish; download; or copy said Services or works (including data structures or similar materials produced by programs),

3.4.2 access the Services and use them to create or support, directly or indirectly, products or services competing with EASY, or

3.4.3 license, sell, transfer, cede, distribute, outsource the Services, permit time-sharing or service office use of the Services, exploit them commercially, or make them available to third parties, except where such use is permitted by these Terms or the Customer's order.

4. Non-disclosure

The Customer's content, which is located in the Services, is deemed to be confidential information subject to the provisions of this section and the rules laid down in the General Terms and Conditions and in the Customer's order. However, EASY will protect the confidentiality of your content insofar and as long as the Services contain this information. EASY warrants confidential handling of the Customer's content located in the Services, in accordance with EASY's security practice, which is defined in the performance specifications applicable to your respective order.

5. Protection of content processed by the customer via Cloud Services

5.1 In rendering the Services, EASY complies with the provisions of the EASY privacy policy which apply to the Services ordered. The EASY privacy policy can be accessed at <https://easy-software.com/en/ag/contracts/ppol/>

5.2 Unless the Customer's order determines otherwise, EASY will comply with the provisions of the data processing agreement laid down in the GDPR for EASY Cloud Services ("Data Processing Agreement"). The data processing agreement can be accessed at <https://easy-software.com/de/ag/contracts/adv/>, <https://easy-software.com/de/esd/contracts/adv/> or <https://easy-software.com/de/eap/contracts/adv/>, or on the Website of a foreign subsidiary of the EASY Group and reference thereto makes it an integral part of this contract; it describes how EASY processes, as part of the provision of the Services, personal data provided to EASY by the Customer. The Customer agrees to effect all the necessary communications and to obtain the permissions and the releases necessary for the use and provision of the Services by EASY.

5.3 EASY protects the Customer's content as set forth in the performance specifications, which define the administrative, physical, technical and other protections which are applied to the contents of the Services and which also describe other aspects of system administration that are applicable to the Services. EASY and the group companies of EASY SOFTWARE AG may perform specific items (e.g. administration, maintenance, support, disaster recovery, data processing, etc.) worldwide at its sites and/or by using subcontractors, in compliance with the privacy statement.

5.4 The Customer is responsible for vulnerabilities and the consequences of such vulnerabilities that arise from his content, including viruses, Trojans, worms, or other malicious program routines which are contained in his content or which have emerged from the use of the Services in such a manner as does not conform to the provisions of these Terms. The Customer may disclose his content to third parties or transfer it to third parties; in the event of such a disclosure or transfer EASY will bear no responsibility for the security or confidentiality of such content.

5.5 Unless determined otherwise in the Customer's order (including in the performance specifications), the Customer's content must not contain any health, payment or other sensitive personal data that imposes specific data security or data protection obligations for the processing of such data as deviate from the obligations laid down in the performance specifications. If EASY provides extended data security or data protection services for a specific type of data, the Customer may obtain these services from EASY.

6. Performance failure

6.1 The parties agree that the Cloud Services required as part of these Terms represent a multi-form type of service and that in the event of possible performance failure application of the special warranty provisions of the law of obligations governed by the German Civil Code does not do justice to the interests of the parties. It is therefore agreed that, in the context of performance failure, only the following provisions shall apply instead.

6.2 EASY warrants that EASY will render the Services during the Performance Period with commercially reasonable care and skill in all essential respects as set forth in the performance specifications.

EASY does not warrant that the Services will be rendered without error or interruption, or that all Service errors will be rectified, or that Customer requirements or expectations will be met by the Services. EASY is not responsible for problems connected with the performance, function, or security of the Services resulting from the Customer's content or third-party content, or from services rendered by third parties.

6.3 If a performance failure occurs, the Customer shall be obligated to submit a written complaint to EASY – without delay, but not later than two weeks after becoming aware of such failure – which describes the error in the Services (including any service request number that may already be available). If such complaint is not submitted, any claims and rights on grounds of the respective performance failure will, to the extent that such was apparent to the Customer, be precluded.

6.4. In the event of a complaint under section 6.3, the Customer shall be obligated to give EASY the opportunity to rectify the performance failure complained about. If such rectification is essentially successful, any possible breach of obligation by EASY will be deemed resolved. Whereas if the performance failure cannot be rectified within a reasonable deadline, the Customer shall have the right to terminate the respective contract at a reasonable period of notice. If EASY is responsible for the performance failure, the Customer may, instead of or in addition to termination, assert claims for the loss within the scope laid down in section 7. All claims and rights on grounds of a performance failure lapse within six months as of the time the first complaint was made about a failure, or should have been made under section 6.3.

7. Limitation of liability

7.1 EASY shall be liable for damage or loss (including expenses incurred) on whatever legal grounds (e.g. contractual or similar obligations, breach of obligation, or unlawful act) only to the following extent:

7.1.1 In case of death or personal or physical injury, in case of claims under the German Product Liability Act and in other cases where EASY's liability cannot, under mandatory law, be precluded or limited, EASY shall be liable pursuant to the relevant statutory provisions.

7.1.2 In case of willfully caused damage, EASY shall be liable under the relevant statutory provisions.

7.1.3 In case of gross negligence by EASY's legal representatives and executive personnel, EASY shall be liable under the relevant statutory provisions.

7.1.4 In case of gross negligence by vicarious agents of EASY, EASY shall be liable under the relevant statutory provisions if a cardinal duty has been violated; in case of breach of an obligation that is not a cardinal duty, EASY's liability is limited to loss under standard contract conditions that was predictable at the time the parties concluded the contract. A cardinal duty is a duty whose fulfillment enabled correct performance of the contract in the first place and on whose compliance you may normally rely.

7.1.5 In case of mildly negligent breach of a cardinal duty, EASY's liability is limited to damage under standard contract conditions that was predictable at the time the contract was concluded. The Customer and EASY agree that the predictable damage under standard contract conditions shall in no case exceed the total of the payments that were actually made for the Services under the order from which the liability resulted, during the twelve (12) months immediately preceding the event giving rise to the claim.

7.1.6 Strict or no-fault liability for damages (e.g. under Section 536a (1), German Civil Code) for performance failure that was present when these Terms or the Customer's order were agreed is precluded.

7.1.7 Besides, liability by EASY is precluded. In particular, there shall be no liability for indirect damage. The parties understand indirect damage to mean damage that a prudent person familiar with the subject matter could not reasonably have expected (atypical damage, unforeseeable damage), consequential damage, in particular pecuniary loss and consequential damage caused by a defect), damage to legal assets not covered by the contract, damage caused by a fault in a third-party system, loss of use, loss and interruption of operation, increased operating costs, loss of profit due to disrupted follow-up transactions and business, restoration of lost data, payments of a punitive nature and fines.

7.2 EASY reserves the right to object on grounds of contributory negligence. The Customer is particularly obligated to ensure routine backup and state-of-the-art anti-virus protection. Backup must be performed at adequate intervals; however, at least once every day to ensure restoring the data at reasonable expense. In the event of loss of data for which EASY is responsible, EASY shall be liable only to the level of the expense resulting from proper backup and anti-virus defense.

7.3 It is hereby stated that this section shall also apply where the legal grounds for liability by EASY arise from data protection law or a data processing contract (under the GDPR).

8. Additional provisions for indemnification in the event of infringement of intellectual property rights

8.1 If EASY is the provider and, by exercising its right to choose pursuant to the General Terms and Conditions, terminates the license for services which are part of the Services, demanding their return or discontinuation, including EASY software, EASY shall return the unused payments which the Customer made in advance for these services. If such services involve the technology of third-party providers and the termination of the license by EASY is prohibited by the terms of the license of the third-party provider,

EASY shall be entitled to terminate, in written form, at 30 days' notice, the Services that are related to such services, and to refund the unused payments that the Customer made in advance for said services.

8.2 EASY will not indemnify the Customer if a claim on grounds of infringement of rights is based on third-party content or on content from a third-party portal, or materials from another external source which the Customer can access within or through the Services (e.g. a posting of a blog or a third-party forum in social networks, a third-party Website reached via a hyperlink, or marketing data from external data providers).

8.3 The term "user documentation" in the General Terms and Conditions also includes the performance specifications that are referred to in the Customer's order for the Services.

9. Term (of contract) and termination

9.1 The Services are rendered in the Performance Period laid down in the Customer's order. Where stated in the performance specifications, the Performance Period for specific Services is automatically extended by a further Performance Period of the same duration unless

9.1.1 the Customer notifies EASY in writing and not later than thirty (30) days before the end of the corresponding Performance Period of his intention to not extend the contract for these Services, or

9.1.2 EASY notifies the Customer in writing and not later than ninety (90) days before the end of the corresponding Performance Period of its intention to not extend the contract for these Cloud Services.

9.2 EASY is entitled to suspend access to or use of the Services for the Customer or his users ("Suspension") if EASY assumes that

9.2.1 there exists a substantial threat to the functionality, security, integrity, or availability of the Services or of content, data, or applications in the Services,

9.2.2 the Customer or his users access or use the Services to commit unlawful acts, or

9.2.3 the principles governed by these Terms and Conditions of the Agreement governing the permitted scope of use are being violated. Where appropriately practicable and legally permissible, EASY will give the Customer advance notice of such a suspension. EASY shall take appropriate measures to restore the Services without delay as soon as EASY has established that the problem causing the suspension has been resolved. EASY shall make the Customer's content (as existing at the date of suspension) available during the period of suspension. Suspension as part of this subsection does not absolve the Customer from his obligation to make payments as part of these Terms.

9.3 Should EASY or the Customer be in breach of essential provisions of these Terms or of an order (as specified in the General Terms and Conditions) and if this breach of contract is not remedied within thirty (30) days of receipt of a written warning, the other party, respectively, will be entitled to terminate the contract as part of which the breach of contract has occurred. If EASY terminates the contract as provided for in the preceding sentence, the Customer will be obligated to pay within 30 days all the amounts which have fallen due up to the time of such termination, and all amounts which have not yet been paid for the Services as required by such a contract, plus taxes and expense incurred. Except in the case of non-payment of compensation, the party which is not in breach of contract may agree, at its own discretion, to extend the 30-day period for as long as the party in breach of contract continues to make appropriate efforts to remedy the breach. The Customer agrees that he will not use the Services ordered if, subject to the provisions of these Terms, he defaults on remedying a breach within the meaning of the first sentence of this subsection.

9.4 EASY shall provide the Customer's content (as existing at the end of the Performance Period) to the Customer for a period of at least 60 days after the end of the Performance Period to ensure the

Customer can retrieve that content. After the end of this 60-day period and subject to any possible statutory requirements, EASY shall delete, or otherwise render inaccessible, all the Customer's content that still exists in the Services.

10. Content, services, and third-party Websites

10.1 The Services may enable the Customer to link with content or third-party content, transmit his content to or access the Websites, platforms, content, products, services, and third-party information (together, "Third-party Services"). EASY does not have any influence on such third-party services and is not responsible for such. The Customer is solely responsible for complying with access and usage terms of third-party services. Where EASY accesses and uses third-party services at the Customer's instigation to render the Services, the Customer is solely responsible for ensuring that this access and this use, including the use of passwords, credentials or tokens issued to the Customer or otherwise made available to the Customer, are permitted pursuant to the accessibility requirements and terms of use of these services. If the Customer transfers his content or third-party content from the Services to a Third-party Service or to a different site, or allows such a transfer to be made, this transfer constitutes dissemination by the Customer, not by EASY.

10.2 Third-party content made accessible by EASY is made available "as is" and in its existing form ("as available") without any warranty or guarantee. The Customer acknowledges and agrees that EASY is not responsible for third-party content and is not required to check, monitor, or correct same. EASY precludes any and all liability arising from or in connection with third-party content.

10.3 The Customer acknowledges that the composition, type, quality, and availability of third-party content may change anytime during the Performance Period.

11. Service monitoring, analyses, and EASY software

11.1 The Services are continuously monitored by EASY to support EASY in the operation of the Services, process the Customer's service requests, detect and eradicate threats to the functionality, security, integrity, and availability of the Services and of content, data and applications in the Services, and detect and rectify unlawful acts, or breaches of the guideline on acceptable usage. EASY's monitoring tools are used neither to collect nor store the Customer's content in the Services except as is necessary for these purposes. Software which does not originate from EASY and which is provided by the Customer or one of his users and stored in the Services, or is executed in or via the Services is not monitored by EASY; problems related thereto are not addressed by EASY. The data collected via EASY's monitoring tools (excepting the Customer's content) may also be used to support managing EASY's product and service portfolio, improve the products and services provided by EASY, and for license management.

11.2 EASY is entitled to

11.2.1 compile statistical and other information about performance, function, and use of the Services and

11.2.2 use data from the Services in summarized form for security and operational management, for preparing statistical analyses, and for research and development purposes (the provisions of 11.2.1 and 11.2.2 are collectively referred to as "Performance Analyses").

EASY is entitled to make the Performance Analyses available to the general public. Performance Analyses will not, however, contain Customer content, personal data, or the Customer's confidential information in a form which will make the Customer or other people identifiable. EASY reserves all industrial property rights to the Performance Analyses.

11.3 EASY is entitled to provide the Customer with online access for downloading specific EASY software for use together with the Services. When EASY licenses its own software to the Customer, not specifying any separate provisions for this software, this software will be provided as part of the services, and you will have the non-exclusive, worldwide, and restricted right to use this EASY software, exclusively for your use of the Services, in accordance with the

provisions set forth in these Terms and in the Customer's order. You are entitled to permit your users to use the EASY software for that purpose, and you are responsible for ensuring that your users comply with the license terms. Your right to use the EASY software will end through communication from us (through the corresponding communication on the Internet, or otherwise), or as of the end of the Services related to the EASY software, whichever event occurs earlier. Notwithstanding the above, when EASY software is licensed to you based on separate provisions, your use of the software will be governed exclusively by those separate provisions.

12. Additional export terms

The Customer acknowledges that the Services are designed in such a manner that the Customer and his users can access the Services regardless of location, and can relocate or transmit his (the Customer's) content between the Services and to other locations such as the workstations of the users. The Customer is solely responsible for authorizing and managing the user accounts, for export control, and for geographic relocation of his content.

13. Additional provisions regarding communications

13.1 All communications to the other party which are necessary as part of these Terms must be in written form, as determined in the General Terms and Conditions.

13.2 EASY may prepare information to its Services Customers in the form of general notes on an EASY portal for the Services and send information directed personally to the Customer via e-mail to the Customer's e-mail address stored at EASY as required by the GDPR or by franked mail to the Customer's postal address stored at EASY as required by the GDPR.

14. Miscellaneous

14.1 EASY is an independent contracting party and the parties agree that no partnership, joint venture, or agency relationship exists between them.

14.2 The business partners of EASY and other third parties, including all third parties with which the Services have an integration or which the Customer has commissioned to provide consulting services, implementation services, or applications interacting with the Services, are independent of EASY and are not EASY agents. EASY is not liable or responsible for problems with the Services or the Customer content arising from the actions of such business partners or third parties unless the business partner or the third party renders services as a subcontractor of EASY based on a commission in accordance with these Terms. In this case EASY is liable only to the same extent as is intended for subcontractors as part of these Terms.

14.3 Before placing an order subject to these Terms, it is the sole responsibility of the Customer to establish whether the Services meet the Customer's technical or business requirements, or regulatory requirements. EASY will support the Customer in his efforts to determine that the use of the default Service meets those requirements. Additional payments may be incurred for additional work performed by EASY or for changes made to the Services. The Customer bears sole responsibility for regulatory compliance in connection with its use of the Services.

14.4 After giving prior written notice of forty-five (45) days and doing so not more than once within a period of twelve (12) months, EASY shall be entitled to check that the Customer is complying with these Terms and the provisions of the Customer's order. The Customer shall undertake to cooperate in such audits by EASY, provide reasonable assistance, and allow access to information. The Customer's ordinary business operations will not be unduly disrupted by such an audit.

14.5 It is expressly agreed that the provisions of these Terms and any orders placed with EASY take precedence over the provisions which may be contained in ordering documents, portals or other documents which do not originate from EASY; such provisions do

not apply in any way to the Services ordered. In the event of contradictions between the provisions of an order and these Terms, the order will take precedence. Except where expressly laid down otherwise in an order, however, the provisions of the data processing agreement take precedence over any and all diverging provisions in an order. These Terms and awarded contracts subject thereto cannot be changed and rights and restrictions cannot be modified or canceled except in a text that authorized representatives of both the Customer and EASY have signed or accepted online; However, EASY is entitled to update the performance specifications, including publication of updated documents on EASY's Websites. These Terms do not establish any rights of third parties.

15. Contract definitions

15.1 "EASY software" refers to any type of software, software agent, application, solution, or tool that EASY provides to the Customer for download in order to facilitate the Customer's access to, operation and/or use of the Services.

15.2 "Program documentation" refers to the user guides, Help windows and Readme files for the Services, as well as to all EASY software. The Customer can view documentation at <https://easy-software.com/en/software/easy-cloud/>, <https://docs.easy-cloud.de/>, or a different Internet address specified by EASY.

15.3 "Performance specifications" refers to the following documents, which are, respectively, applicable to the Services ordered:

15.3.1 EASY Cloud Hosting Policies, program documentation, EASY service descriptions, and the data processing agreement required under the GDPR at <https://easy-software.com/en/software/easy-cloud/>, <https://docs.easy-cloud.de/>, and the links specified in section 5.2,

15.3.2 EASY's privacy policies at <https://easy-software.com/en/ag/contracts/ppol/> and

15.3.3 all other EASY documents which are referred to in the Customer's order or which form part of the Customer's order. The following does not apply to services which are not EASY's Cloud Service offers and which are acquired together with the Customer's order, such as program documentation and the data processing agreement.

15.4 "Third-party content" refers to all software, data, texts, images, audio and video materials, photographs and other content, and materials in any format which are obtained or derived from third-party sources outside EASY and which the Customer can access as part of or in connection with his use of the Services. Examples of third-party content are data feeds from social network services, dictionaries, and marketing data. Third-party content also includes material from third parties which, through the use of the Services, is accessed by the Customer or by tools provided by EASY, or which is obtained in this manner.

15.5 "Users" refers to those employees, contractors and end users who have been authorized or engaged by the Customer to use the Services in accordance with these Terms and the Customer's order. For Services that are specifically designed to grant clients, representatives, customers, and suppliers of the Customer or other third parties access to the Cloud Services for interaction with the Customer, such third parties are considered to be "users" subject to the provisions of these Terms and the Customer's order.

15.6 "Content" of the Customer refers to all software, data (including personal data within the meaning of the data processing agreement for EASY Cloud Services as defined in these Terms), texts, images, audio and video materials, photographs, non-EASY applications or third-party applications, as well as other content and materials in any format which are provided by you or your users and which are stored in the Services or executed via the Services. Services subject to these Terms, EASY software, other EASY products and services, as well as the intellectual property of EASY and all edits thereof do not fall within the scope of "content". The content also includes any and all third-party content that the Customer incorporates in the Services through use of the Services or through tools provided by EASY.



Exhibits

The following special terms and conditions for cloud services supplement the General Terms and Conditions for EASY Cloud Services. In the event of conflicting regulations, these take precedence over the General Terms and Conditions for EASY Cloud Services.

Exhibit 1

General License Terms for EASY Archive Cloud

EASY Archive Cloud (as of January 1, 2019)

Exhibit 2

General License Terms for EASY for Exchange Cloud Services

EASY for Exchange Cloud Services
(as of March 1, 2020)

Exhibit 3

General License Terms for EASY HR Cloud Services

EASY HR Cloud Services (as of June 1, 2020)

Exhibit 4

General License Terms for EASY for Dynamics 365

Business Central – Cloud Service

EASY for Dynamics 365 Business Central
– Cloud Service (as of November 1, 2020)

Exhibit 5

General License Terms for EASY for Dynamics 365 Finance & Operations – Cloud Service

EASY for Dynamics 365 Finance & Operations
– Cloud Service (as of November 1, 2020)

Exhibit 6

General License Terms for EASY Contract Cloud Services

EASY Contract Cloud Services
(as of November 1, 2020)

Exhibit 7 ff

General License Terms for EASY Managed Service Cloud Application Hosting

Managed Service Cloud Application Hosting (as of January 1, 2021)

Exhibit 8 ff

see below (where available)

General License Terms for EASY Archive Cloud Services

§ 1 Subject

These License Terms make up the basis for the relationship of the parties regarding the use of one or more EASY Archive Cloud Services (Service) by the Customer which are offered and run as a rental solution or Software as a Service (SaaS). They describe the framework for the use of the EASY Archive Cloud Services, but not the professional services that may be related to them unless these are initial setup or implementation services or technical support for the service.

§ 2 Usage rights

(1) EASY SOFTWARE AG shall grant the Customer, during the term (§ 3), the simple, non-transferable and geographically unlimited right to use the EASY Archive Cloud Service (Service), as well as service documentation only for processing internal business transactions of the Customer and his affiliates, respectively, according to the contractual terms and the service description [see exhibit below].

(2) The Customer may permit his authorized users to use the Service to the extent agreed in the contract, based on the usage metrics and volumes agreed upon in the order/order confirmation.

The credentials for the service may not be used multiple times, nor be used by multiple people at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer shall be responsible for acts and omissions of his authorized users, affiliates and business partners, as well as for his own acts and omissions, and shall require them to use the Service and Cloud Materials in accordance with this Agreement. In addition, the Customer shall be prohibited from sublicensing, selling, leasing, renting the service and the cloud materials, or otherwise providing them to third parties.

(3) The Customer is prohibited from the following when using the Cloud Service:

(a) to copy the Service or documentation (unless mandatory law allows this and this is technically possible) completely or partially, translate, disassemble, decompile, reverse engineer it, or modify it in any other way, or create derived works thereof. However, documentation may be copied in the required scope for internal use;

(b) use of the Service in a manner that infringes applicable law, particularly transmission of information and data that are illegal or violate third-party copyrights; as well as

(c) imperil or circumvent Service operation or security.

(4) The Customer shall be responsible for monitoring the use of the Service; he shall promptly report in writing any use exceeding contractual agreements, in particular the agreed usage metrics and volumes, to EASY SOFTWARE AG. In this case, the Customer shall be obligated to sign an extension agreement which shows additional use and additional compensation. The corresponding compensation arises from the day from which the excess takes place. EASY SOFTWARE AG is entitled to review conformity with the contract of the use of the Service, in particular compliance with the agreed usage metrics and volumes.

(5) EASY SOFTWARE AG may temporarily suspend access (particularly user names and passwords) of the Customer to the service to defend against damage if and inasmuch sufficient likelihood exists that further, non-contractual use of the cloud service by the Customer, the authorized users, or a third party by using the customer credentials could be to the detriment of the service, a cloud service provided by third parties (e.g. SAP) or to other customers or the rights of third parties such that this makes immediate action to defend against damage necessary. EASY SOFTWARE AG shall promptly notify the Customer of such a suspension. Where circumstances permit, the Customer shall be informed in advance in writing or via e-mail. EASY SOFTWARE AG shall limit suspension regarding period of time and scope such as can be justified by the circumstances of individual cases.

(6) The service may contain links to Web services which are provided by third parties such as SAP or SAP partners on external Websites, which can be queried via the cloud service, and which are subject to the usage provisions of these providers. EASY SOFTWARE AG arbitrates only technical access to content of such integrated services for whose content only these third parties are responsible.

(7) Authorized users can, where available, access services more closely defined in the service description via mobile applications (mobile apps) which in turn are provided via third-party Websites such as Apple App Store or the Android-specific App Store. The use of these mobile applications per se is subject to the terms agreed for download or when accessing the mobile application, not the regulations of these License Terms.

§ 3 Agreement term and termination

(1) The agreement term comes into effect with the acceptance of an offer from EASY SOFTWARE AG by the Customer (purchase order). EASY SOFTWARE AG shall confirm this with an order confirmation.

(2) Term (of contract) and usage start can be found in the offer from EASY SOFTWARE AG of these License Terms. The term offered shall be deemed as agreed through acceptance of the offering; it will be automatically extended after expiration of the notice period with a respective period of another 12 months ("extended term"). By complying with 90 days' notice to the end of the initial term or the respective extended term, the Customer shall be entitled to (i) terminate the License Agreement in writing or (ii) reduce the portion of defined users and/or packages. Termination by the Customer or reduction of the defined users/packages should be sent in writing to the above address. EASY SOFTWARE AG shall be entitled to terminate the License Agreement within a deadline of 90 days to expiration of the initial runtime or the respective currently extended runtime.

(3) Termination must be in writing. E-mail and fax will not satisfy the written form requirement.

(4) The parties reserve the right to terminate the License Agreement for good cause. Most of all, good cause for termination by EASY SOFTWARE AG is:

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

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

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

d) complete or partial and substantial cessation of business activities, in the event of an actual or foreseeable duration of more than 6 months.

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

(6) In return, the Customer shall undertake to return all EASY for Exchange cloud service products in his possession (e.g. documentation that the Customer does not require for mandatory procedural documentation) or provide EASY SOFTWARE AG the opportunity to take possession of surrendered products after an appropriate deadline (maximum of three months upon request).

§ 4 Fees, service packages & licenses, invoicing

(1) The Customer shall order from EASY SOFTWARE AG the EASY for Exchange cloud service at a license fee pursuant to the metrics (e.g. number of users, files, other units or records), as agreed through acceptance of the proposal.

The license fee shall be paid in advance; this applies both to one-off fees and periodical usage fees. Cash discount will not be granted.

Payments will be due 14 days after the beginning of the month. With maturity, EASY SOFTWARE AG may require interests on arrears at the rate of the valid legal interest on arrears.

(2) All compensations agreed upon are excluding the respective sales tax/VAT.

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

(4) EASY SOFTWARE AG shall be under obligation on the own or third party side to check the actual level of use by the Customer (e.g. active users of EASY Archive Cloud Services) against the backdrop of users licensed for leading IT systems (e.g. ERP system such as SAP). The Customer must be notified in advance of this review.

(5) The use of cloud platform interfaces from third-party providers (platform operators) for connecting the EASY SOFTWARE services by the Customer may require conclusion of a separate agreement between the Customer and the platform operator; it is therefore subject to the

provisions of the platform operator's price list that will then be valid. Type and amount of invoicing for the use of such an interface will be directly between Customer and platform operator unless the parties expressly agree on something different in writing.

(6) EASY SOFTWARE AG reserves the right to temporarily block access to the EASY for Exchange cloud service in whole or in part until payment has been made if the payment obligations towards EASY SOFTWARE AG are not fulfilled within three months after the payment term. EASY SOFTWARE AG will inform the Customer about such a step within an appropriate notice time.

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

(8) EASY SOFTWARE AG shall be entitled to increase the agreed prices for EASY for Exchange cloud services in compliance with a 90-day notice period to the Customer through a written customization declaration at its reasonable discretion in compliance with the following principles:

a) The first price increase is limited to the percentage by which the index has increased cumulatively, referring to the value of the index at the time the order became effective. All subsequent price increases are limited to the percentage by which the index has increased cumulatively since, referring to the index at the time of the previous price increase ("Amendment").

b) The index of average gross monthly earnings of full-time employees in Germany for the sector of information technology services (currently published in quarterly figures by the German Federal Statistical Office in Fachserie 16, Reihe 2.1, 'Data Processing/IT') is to be used as the basis for determining the scope of the Amendment. If this index is no longer published, the index published by the German Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the above industry shall be used to determine the scope of the Amendment.

c) Such an increase shall become effective with the beginning of the next extension period of the order.

d) In case of a price increase the Customer shall be entitled to terminate the respective License Agreement affected by the increase within a deadline of 30 days with EASY SOFTWARE AG. The termination becomes effective at the end of the term of the agreement.

e) Should there be changes in fees, EASY SOFTWARE AG will inform the Customer in advance of such changes. In the event of an increase of more than 5% the Customer shall be entitled to terminate the License Agreement to the end of the agreed term within forty-five (45) days after notification of the increase, or reject the increase. Termination must be in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the License Agreement subject to a notice period of six (6) months.

§ 5 EASY Archive Cloud Service as a 'supplement' or 'add-on' to other third-party cloud services (platform operators)

(1) Platform operators allow, depending on specific conditions, running independent software applications that supplement the platform operator's products, on their cloud platform ("Supplements") and extensions ("add-ons") for their cloud services which the Customer has specially licensed.

(2) A third platform operator may reserve the right to reject or retract activation if he has reason to assume that running a supplement or add-on may have negative impact on the Customer's cloud services or if other serious reasons exist.

(3) EASY SOFTWARE AG shall not warrant the ability of a supplement or add-on to be activated in any future release of the third-party cloud application used by the Customer. EASY SOFTWARE AG shall not guarantee that a supplement or add-on is permanently available or without interruption. Except in case of intent, EASY SOFTWARE AG shall not be liable for damage arising from the use of the supplement or add-on by the Customer.

(4) The SLA agreed for third-party cloud services shall not be applied to running a partner supplement or add-on unless the Customer has expressly agreed, in writing, otherwise with the platform operator or EASY SOFTWARE AG.

§ 6 Service level, maintenance windows, and support

Availability of the EASY for Exchange cloud service, service levels and maintenance windows, as well as EASY SOFTWARE Support are dependent on additional third-party cloud services and, if necessary, third-party cloud platform (supplement, add-on, or standalone). For example, an SAP cloud customer must comply with the respective valid General Terms and Conditions for SAP Cloud Services of SAP Deutschland SE & Co. KG ("Cloud GTCs") or otherwise applicable GTCs of SAP.

Where EASY SOFTWARE AG is capable, considering this dependency in technical and legal terms, it shall render support in accordance with the

service description, including support terms, attached to these License Terms.

§ 7 Privacy and data security

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

§ 8 Warranty

(1) EASY SOFTWARE AG shall warrant that, during its term, the EASY for Exchange Cloud Service (Service) meets the specifications agreed in the service description [see exhibit below] and that the service does not violate any third-party rights when used in accordance with the contract. EASY SOFTWARE AG shall remove material defects and defects of title of the Service in accordance with Para. 4. If EASY SOFTWARE AG has not remedied the defect even after expiration of a grace period of appropriate length set by the Customer in writing and if suitability of the service is thereby more than just insignificantly reduced, the Customer shall be entitled to terminate the contract in writing. If suitability of the Service for contractual use is more than insignificantly reduced, the Customer shall have the right to reasonably reduce the compensation. For damage due to defects, § 9 applies.

The strict liability for defects already existing at the time of conclusion of the contract (in Germany, pursuant to Section 536a Para. 1 Alt. 1 of the German Civil Code (BGB) is precluded.

(2) For consulting services that are rendered as work service, EASY SOFTWARE AG shall warrant that the consulting service matches the agreed performance description. Warranty is accomplished by rectification in accordance with Para. 4. If subsequent performance fails after expiration of a grace period of reasonable length set by the Customer in writing, the Customer shall have the right to reduce the remuneration to be paid in the corresponding purchase order for the consulting service concerned by a reasonable amount or to withdraw from the order to that extent. For damage due to defects, § 9 applies.

(3) If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance or does not provide them properly, or if EASY SOFTWARE AG commits other breaches of duty in consulting services or in the Cloud Service outside the scope of liability for material defects and other defects of title, the Customer must notify EASY SOFTWARE AG of this in writing and grant EASY SOFTWARE AG a grace period of sufficient length within which EASY SOFTWARE AG shall be given the opportunity to properly perform the service or remedy the situation in some other way. For damage, § 9 applies.

(4) EASY SOFTWARE AG shall rectify defects of a cloud service or the consulting services subject to acceptance by providing the Customer, to his choice, a new, defect-free status of the consulting service or cloud service, or by rectifying the defect. Rectifying the defect may also consist in EASY SOFTWARE AG showing the Customer reasonable ways to avoid the impacts of the defect. In the event of defects of title, EASY shall, at its own discretion, either (i) procure for the Customer the right to use the cloud service or the consulting service as agreed, or (ii) replace the cloud service or the consulting service, or modify it in such a way that the allegation of infringement is removed but the Customer's use in accordance with the contract is thereby not unreasonably impaired, or (iii) terminate the order to that extent and refund the Customer any remuneration paid in advance for the term remaining after the termination date and pay damages within the scope of § 9.

(5) The Customer shall be under obligation to promptly notify EASY SOFTWARE AG, in writing, of any breaches of duty with a precise description of the reason.

(6) Warranty rights due to material defects and defects of title of Professional Services (e.g. Consulting Services) available for acceptance shall lapse one year after acceptance. The warranties for the cloud service shall apply accordingly to support.

§ 9 Non-disclosure

Both contracting parties shall treat as confidential all confidential information and all trade secrets of the other party acquired in the context of execution of the contract via EASY for Exchange cloud services or other EASY services and which have been expressly identified as confidential or secret or of which it must be assumed that they are confidential or secret.

§ 10 Liability

(1) In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall render compensation for damages or refunding of futile expenses only:

- a) in case of intent the full amount, in case of gross negligence and in case of the absence of a quality for which EASY SOFTWARE AG has assumed a guarantee, only the amount of the foreseeable damage which was to be prevented by the breached duty or the guarantee;
- b) in other cases: only from violating an essential duty if the purpose of the contract is imperiled by this, always limited to EUR 100,000 per damage incident, limited to a total of EUR 1 million.

The objection of contributory negligence remains unaffected. The limitations of liability pursuant to Para. 1 shall not apply in the event of liability for personal injury and in the case of product liability under the German Product Liability Act or comparable national legislation.

(2) For all claims against EASY SOFTWARE AG for damages or compensation of futile expenditures in the event of contractual and non-contractual liability, a limitation period of one year shall apply. This shall not apply to liability in the event of intent or gross negligence or in the event of personal injury or under the German Product Liability Act or comparable national legislation. The limitation period pursuant to § 9 Para. 2 Sentence 1 shall commence at the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence. Regardless of knowledge, claims for damages fall under the statute of limitations three years after the damage occurred. The above limitations of liability also apply to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

(3) EASY Archive Cloud Service content will be provided without warranty of defects. "Content" refers to text, numerical data, graphical data, and other data or content provided by EASY SOFTWARE AG, SAP, or third parties in combination with EASY Archive Cloud services. EASY SOFTWARE AG shall not assume any warranty regarding precision, freedom from third-party rights, or integrity of such content. The Customer uses content of this kind at his own risk. EASY SOFTWARE AG shall not assume any liability for the Customer or third parties regarding the use of this content through the Customer or recourse to this.

§ 11 Marketing

(1) EASY SOFTWARE AG shall be entitled to announce publicly or non-publicly, or approve announcements thereof saying that the parties have concluded a contract about EASY Archive Cloud services and mention the name of the customer in their marketing material, product-accompanying material, and press releases by EASY SOFTWARE AG as a reference for providing EASY Archive Cloud services or EASY SOFTWARE services. This assumes that EASY SOFTWARE has informed the Customer of this in writing and that the Customer has not objected within two weeks after notification. This includes, among other things, the right to use the Customer's trademark or logos for this purpose.

(2) The parties may regulate details about this in a separate reference customer agreement, in which EASY SOFTWARE AG may then, among other things, be granted the right to also grant its own sales & distribution partners the marketing powers thus received.

§ 12 Changing terms

(1) EASY SOFTWARE AG reserves the right to make changes to this contract effective for the future. These changes shall be made only with reasonable requirements, such as technically required changes to the functionality of the cloud services and its usage provisions.

(2) EASY SOFTWARE AG reserves the right to make changes to documents that through reference are part of the EASY Archive Cloud service license agreement (e.g. service description, price list, support concept) for technical or organizational reasons effective to the future.

(3) Such changes shall become effective three (3) months after the Customer has been notified in written or electronic form by EASY SOFTWARE AG. If the justified interests of the Customer are essentially impaired by these changes, the Customer shall be entitled to terminate the License Agreement upon expiration of the above period within a deadline of two (2) months prior to the changes becoming effective. Unless the Customer terminates within the designated deadline, the Customer will consider the changes accepted.

§ 13 Other provisions

(1) The sole place of jurisdiction for all legal disputes arising from or related to the agreement about EASY for Exchange cloud services is subject to German law - Mülheim an der Ruhr, Germany.

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

(3) EASY Archive Cloud services, EASY documents, and Cloud service services are subject particularly to export control laws and regulations of Germany, the European Union, or the United States of America. The Customer shall recognize his duty to ensure that his exports connected with the use of EASY Archive Cloud Services, EASY documents, or Cloud Service services comply with all applicable local, national, and foreign legislation and regulations, and also with the regulations of the contract on EASY Archive Cloud Services.

Exhibit:

Service and Support Terms for EASY Archive Cloud

<https://easy-software.com/en/easy-archive-cloud-servicedescription/>

License Terms EASY for Exchange Cloud Services

§ 1 Subject

These License Terms make up the basis for the relationship of the parties with regards to the use of one or more EASY for Exchange Cloud Services (Service) by the Customer which are offered and run as a rental solution or Software as a Service (SaaS). They describe the framework for the use of the EASY for Exchange Cloud Services, but not the professional services that may be related to them unless they are initial setup or implementation services, or technical support for the service.

§ 2 Usage rights

(1) During the term (§ 3), EASY SOFTWARE AG grants the Customer the simple, non-transferable and geographically unlimited right to use the EASY for Exchange Cloud Service (Service), as well as service documentation only for processing the internal business transactions of the Customer and his affiliates, respectively, in accordance with the contractual terms and service description (<https://easy-software.com/wp-content/uploads/2018/05/e4e-cloud-servicebeschreibung.pdf>).

(2) The Customer may permit his authorized users to use the Service to the extent agreed in the contract, based on the usage metrics and volumes agreed upon in the order/order confirmation. The credentials for the service may not be used multiple times, nor be used by multiple people at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer shall be responsible for the acts and omissions of his authorized users, affiliates, and business partners, as well as for his own acts and omissions, and shall require them to use the Service in accordance with this Agreement. Additionally, the Customer is not allowed to sublicense, sell, lease or rent the service, or provide it otherwise to third parties.

(3) The Customer is prohibited from the following when using the Cloud Service:

(a) to copy the Service or documentation (unless mandatory law allows this and this is technically possible) completely or partially, translate, disassemble, decompile, reverse engineer it, or modify it in any other way, or create derived works thereof. However, documentation may be copied in the required scope for internal use;

(b) use of the Service in a manner that infringes applicable law, particularly transmission of information and data that are illegal or violate third-party copyrights; as well as

(c) imperil or circumvent Service operation or security.

(4) The Customer shall be responsible for monitoring the use of the Service; he shall promptly report in writing any use exceeding contractual agreements, in particular the agreed usage metrics and volumes, to EASY SOFTWARE AG. In this case, the Customer shall be obligated to sign an extension agreement which shows additional use and additional compensation. The corresponding compensation arises from the day from which the excess takes place. EASY SOFTWARE AG is entitled to review conformity with the contract of the use of the Service, in particular compliance with the agreed usage metrics and volumes.

(5) EASY SOFTWARE AG may temporarily suspend access (in particular, user names and passwords) by the Customer to the Service to avert damage if and inasmuch there is reasonable likelihood that the continued use of the Cloud Service by the Customer, authorized users or a third party in breach of this Agreement using the Customer access data could adversely affect the Service, any EASY or third party Cloud Service or other EASY or third party customers, or third party rights in a way that requires immediate action to avert damage. EASY SOFTWARE AG shall promptly notify the Customer of such a suspension. Where circumstances permit, the Customer shall be informed in advance in writing or via e-mail. EASY SOFTWARE AG shall limit suspension regarding period of time and scope such as can be justified by the circumstances of individual cases.

(6) The Service may contain links to Web services provided by EASY SOFTWARE AG, EASY partners, or third parties on external Websites that are callable via the cloud service and that are subject to the usage regulations of these providers. EASY SOFTWARE AG shall arbitrate only technical access to content of integrated services for which content only third parties are responsible.

(7) Authorized users may access Services defined in detail in the service description via mobile applications (mobile apps) which in turn are provided via third-party Websites such as Microsoft Azure Marketplace, Apple App Store, or an Android-specific App Store. The use of these mobile applications per se is subject to the terms agreed for download or when accessing the mobile application, not the regulations of these License Terms.

§ 3 Agreement term and termination

(1) The agreement term comes into effect with the acceptance of an offer from EASY SOFTWARE AG by the Customer (purchase order). EASY SOFTWARE AG shall confirm this with an order confirmation.

(2) Term (of contract) and usage start can be found in the offer from EASY SOFTWARE AG of these License Terms. The offered term is deemed agreed when accepting the proposal; it will automatically extend after expiration of the notice period, respectively, with a period of another 12 months ("extended term"). By complying with 90 days' notice to the end of the initial term or the respective extended term, the Customer shall be entitled to (i) terminate the License Agreement in writing or (ii) reduce the portion of defined users and/or packages. Termination by the Customer or reducing the defined users/packages must be submitted in writing to the address above. EASY SOFTWARE AG shall be entitled to terminate the License Agreement within a deadline of 90 days to expiration of the initial runtime or the respective currently extended runtime.

(3) Termination must be in writing. For commercial customers, e-mail and fax do not satisfy the written form requirement.

(4) The parties reserve the right to terminate the License Agreement for good cause. Most of all, good cause for termination by EASY SOFTWARE AG is:

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

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

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

d) complete or partial and substantial cessation of business activities, in the event of an actual or foreseeable duration of more than 6 months.

(5) In the period between notice and effectiveness of the termination, as well as for a period of 30 days after termination of the contract, EASY SOFTWARE AG shall enable the return of customer data from the production cloud system of the Customer to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator permit this. Data that is still located on the servers, including the customer data, after the termination has become effective will be permanently and irrevocably deleted not later than 90 days unless the data center operator does not technically allow such a solution or further retention of such data is mandated by virtue of the consensus of the parties in accordance with the applicable laws and regulations. The Customer shall take appropriate measures to ensure compliance of the necessary legal provisions for data retention, e.g. through routine backups to your own data media. The Customer shall, moreover, not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

(6) In return, the Customer shall undertake to return all EASY for Exchange cloud service products in his possession (e.g. documentation that the Customer does not require for mandatory procedural documentation) or provide EASY SOFTWARE AG the opportunity to take possession of surrendered products after an appropriate deadline (maximum of three months upon request).

§ 4 Fees, service packages & licenses, invoicing

(1) The Customer shall order from EASY SOFTWARE AG the EASY for Exchange cloud service at a license fee pursuant to the metrics (e.g. number of users, files, other units or records), as agreed through acceptance of the proposal.

The license fee shall be paid in advance; this applies both to one-off fees and periodical usage fees. Cash discount will not be granted.

Payments will be due 14 days after the beginning of the month. With maturity, EASY SOFTWARE AG may require interests on arrears at the rate of the valid legal interest on arrears.

(2) All compensations agreed upon are excluding the respective sales tax/VAT.

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

(4) EASY SOFTWARE AG shall be entitled to check the actual usage level through the Customer (e.g. active users of EASY for Exchange cloud services). The Customer must be notified in advance of this review.

(5) The use of EASY cloud platforms interfaces to connect the services of EASY SOFTWARE AG to this platform requires conclusion of a separate agreement between the Customer and EASY, therefore subject to the provisions of the EASY price list that will then be valid. Kind and amount of invoicing for the use of such an EASY interface will be made between the Customer and EASY in a separate agreement unless the parties agree

on something deviating from this in express written form.

(6) EASY SOFTWARE AG reserves the right to temporarily block access to the EASY for Exchange cloud service in whole or in part until payment has been made if the payment obligations towards EASY SOFTWARE AG are not fulfilled within three months after the payment term. EASY SOFTWARE AG will inform the Customer about such a step within an appropriate notice time.

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

(8) EASY SOFTWARE AG shall be entitled to increase the agreed prices for EASY for Exchange cloud services in compliance with a 90-day notice period to the Customer through a written customization declaration at its reasonable discretion in compliance with the following principles:

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

b) The index of average gross monthly earnings of full-time employees in Germany for the sector of information technology services (currently published in quarterly figures by the German Federal Statistical Office in Reference series (Fachserie) 16, Series (Reihe) 2.1, 'Data Processing/IT') is to be used as the basis for determining the scope of the Amendment. If this index is no longer published, the index published by the German Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the above industry shall be used to determine the scope of the Amendment.

c) Such an increase shall become effective with the beginning of the next extension period of the order.

d) Should there be any changes in fees, EASY SOFTWARE AG will inform the Customer of such changes in advance. In the event of an increase of more than 5% the Customer shall be entitled to terminate the License Agreement to the end of the agreed term within forty-five (45) days after notification of the increase, or reject the increase. Termination must be in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the License Agreement subject to a notice period of six (6) months.

§ 5 Service level, maintenance windows, and support

Availability of the EASY for Exchange cloud service, service levels and maintenance windows, as well as EASY SOFTWARE Support are dependent on the following used by the Customer:

- EASY Cloud Services or

- (if applicable) EASY Cloud Platform Services. If a connection to the EASY Cloud platform is made, the Customer shall have to consider the, respectively, valid General Terms and Conditions for EASY Cloud Platform Services of EASY SOFTWARE AG.

Where technically and legally possible for EASY SOFTWARE AG, taking this dependency into account, it shall render support in accordance with the support conditions attached or referred to as an appendix to these license terms.

§ 6 Privacy and data security

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

§ 7 Warranty

(1) EASY SOFTWARE AG shall warrant that, during its term, the EASY for Exchange Cloud Service (Service) meets the specifications agreed in the service description [<https://easy-software.com/wp-content/uploads/2018/05/e4e-cloud-servicebeschreibung.pdf>] and that the service does not violate any third-party rights when used in accordance with the contract. EASY SOFTWARE AG shall remove material defects and defects of title of the Service in accordance with Para. 4. 4. If EASY SOFTWARE AG has not remedied the defect even after expiration of a grace period of appropriate length set by the Customer in writing and if suitability of the service is thereby more than just insignificantly reduced, the Customer shall be entitled to terminate the contract in writing. If suitability of the Service for contractual use is more than insignificantly reduced, the Customer shall have the right to reasonably reduce the

compensation. For damage due to defects, § 9 applies.

The strict liability for defects already existing at the time of conclusion of the contract (in Germany, pursuant to Section 536a Para. 1 Alt. 1 of the German Civil Code (BGB) is precluded.

(2) For consulting services that are rendered as work service, EASY SOFTWARE AG shall warrant that the consulting service matches the agreed performance description. Warranty is accomplished by rectification in accordance with Para. 4. If subsequent performance fails after expiration of a grace period of reasonable length set by the Customer in writing, the Customer shall have the right to reduce the remuneration to be paid in the corresponding purchase order for the consulting service concerned by a reasonable amount or to withdraw from the order to that extent. For damage due to defects, § 9 applies.

(3) If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance or does not provide them properly, or if EASY SOFTWARE AG commits other breaches of duty in consulting services or in the Cloud Service outside the scope of liability for material defects and other defects of title, the Customer must notify EASY SOFTWARE AG of this in writing and grant EASY SOFTWARE AG a grace period of sufficient length within which EASY SOFTWARE AG shall be given the opportunity to properly perform the service or remedy the situation in some other way. For damage, § 9 applies.

(4) EASY SOFTWARE AG shall rectify defects of a cloud service or the consulting services subject to acceptance by providing the Customer, to his choice, a new, defect-free status of the consulting service or cloud service, or by rectifying the defect. Rectifying the defect may also consist in EASY SOFTWARE AG showing the Customer reasonable ways to avoid the impacts of the defect. In the event of defects of title, EASY shall, at its own discretion, either (i) procure for the Customer the right to use the cloud service or the consulting service as agreed, or (ii) replace the cloud service or the consulting service, or modify it in such a way that the allegation of infringement is removed but the Customer's use in accordance with the contract is thereby not unreasonably impaired, or (iii) terminate the order to that extent and refund the Customer any remuneration paid in advance for the term remaining after the termination date and pay damages within the scope of § 9.

(5) The Customer shall be under obligation to promptly notify EASY SOFTWARE AG, in writing, of any breaches of duty with a precise description of the reason.

(6) Warranty rights due to material defects and defects of title of Professional Services (e.g. Consulting Services) available for acceptance shall lapse one year after acceptance. The warranties for the cloud service shall apply accordingly to support.

§ 8 Non-disclosure

Both contracting parties shall treat as confidential all confidential information and all trade secrets of the other party acquired in the context of execution of the contract via EASY for Exchange cloud services or other EASY services and which have been expressly identified as confidential or secret or of which it must be assumed that they are confidential or secret.

§ 9 Liability

(1) In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall render compensation for damages or refunding of futile expenses only:

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

b) in other cases: only from breach of an essential obligation if this jeopardizes the purpose of the contract, always limited to EUR 100,000.00 per damaging event.

Moreover, liability for indirect damage is precluded. The parties understand indirect damage to mean damage that a prudent professional familiar with the contract and the subject matter could not reasonably have expected (consequential damage), as well as damage caused by an error in a third-party system. Reputation damage, lost profit or payments of a punitive nature are also excluded.

The objection of contributory negligence remains unaffected. The limitations of liability pursuant to Para. 1 shall not apply in the event of liability for personal injury and in the case of product liability under the German Product Liability Act or comparable national legislation.

(2) For all claims against EASY SOFTWARE AG for damages or compensation of futile expenditures in the event of contractual and non-contractual liability, a limitation period of one year shall apply. This shall not apply to liability in the event of intent or gross negligence or in the event of personal injury or under the German Product Liability Act or comparable national legislation. The limitation period pursuant to

Subsection 2 Sentence 1 shall commence at the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence. Regardless of knowledge, claims for damages fall under the statute of limitations three years after the damage occurred. The above limitations of liability apply also to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

(3) Content of the EASY for Exchange Cloud Services are provided without warranty of defects. "Content" refers to text, numerical data, graphical data, and other data or content provided by EASY SOFTWARE AG, EASY partners, or third parties via EASY for Exchange cloud services or in other ways in combination with EASY for Exchange cloud services. EASY SOFTWARE AG shall not assume any warranty regarding precision, freedom from third-party rights, or integrity of such content. The Customer uses content of this kind at his own risk. EASY SOFTWARE AG shall not assume any liability for the Customer or third parties regarding the use of this content through the Customer or recourse to this.

§ 10 Marketing

(1) EASY SOFTWARE AG shall be entitled to announce publicly or non-publicly, or approve announcements thereof saying that the parties have concluded a contract about EASY for Exchange cloud services and mention the name of the customer in their marketing material, product-accompanying material, and press releases by EASY SOFTWARE AG as a reference for providing EASY for Exchange cloud services or other EASY services. It is assumed that EASY SOFTWARE has informed the Customer of this in writing, and that the Customer has not objected within 2 weeks after the notification. This includes, among other things, the right to use the Customer's trademark or logos for this purpose.

(2) The parties may regulate details about this in a separate reference customer agreement, in which EASY SOFTWARE AG may then, among other things, be granted the right to also grant its own sales & distribution partners the marketing powers thus received.

§ 11 Changing terms

(1) EASY SOFTWARE AG reserves the right to make changes to this contract effective for the future. These changes shall be made only with reasonable requirements, such as technically required changes to the functionality of the cloud services and its usage provisions.

(2) EASY SOFTWARE AG reserves the right to make changes to documentation that through reference is part of the EASY for Exchange cloud service license agreement (e.g. service description, price list, support concept) for technical or organizational reasons effective to the future.

(3) Such changes shall become effective three (3) months after the Customer has been notified in written or electronic form by EASY SOFTWARE AG. If the justified interests of the Customer are essentially impaired by these changes, the Customer shall be entitled to terminate the usage agreement for expiration of the above period with a deadline of two (2) months prior to the changes becoming effective. Unless the Customer terminates within the designated deadline, the Customer will consider the changes accepted.

§ 12 Other provisions

(1) The sole place of jurisdiction for all legal disputes arising from or related to the agreement about EASY for Exchange cloud services is subject to German law - Mülheim an der Ruhr, Germany.

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

Exhibit:

Service description and support terms of EASY SOFTWARE AG for EASY for Exchange cloud services

Exhibit

Terms for service and support for EASY for Exchange cloud services

1. "Service" (service description) terms for EASY for Exchange cloud service

<https://easy-software.com/wp-content/uploads/2018/05/e4e-cloud-servicebeschreibung.pdf>

2. "Support" terms for EASY for Exchange cloud

<https://easy-software.com/wp-content/uploads/2018/05/e4e-cloud-servicebeschreibung.pdf>

General License Terms for EASY HR Cloud Services

§ 1 Subject

These License Terms shall be the basis for the relationship of the parties with regard to the use of one or more EASY HR Cloud Services (Service) by the Customer offered and run as Cloud Service or Software as a Service (SaaS). They specify the framework for the use of the EASY HR Cloud Services, but not the professional services that may be associated with them unless these are initial setup or implementation services or technical support for the service.

§ 2 Usage rights

(1) For the term (§3), EASY SOFTWARE AG shall grant the Customer the simple, non-transferable and geographically unlimited right to use the EASY HR Cloud Service (Service), as well as service documentation only for processing the internal business processes of the Customer and his affiliates, respectively, according to the contractual terms and the service description [<https://easy-software.com/en/easy-hr-cloud-service-description/>].

(2) The Customer may permit his authorized users to use the Service to the extent agreed in the contract, based on the usage metrics and volumes agreed upon in the order/order confirmation. The credentials for the service may not be used multiple times, nor be used by multiple people at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer shall be responsible for the acts and omissions of his authorized users, affiliates, and business partners, as well as for his own acts and omissions, and shall require them to use the Service in accordance with this Agreement. Besides, the Customer is prohibited to sublicense, sell, lease, rent out the Service, or provide it otherwise to third parties.

(3) The Customer is prohibited from the following when using the Cloud Service:

(a) to copy the Service or documentation (unless mandatory law allows this and this is technically possible) completely or partially, translate, disassemble, decompile, reverse engineer it, or modify it in any other way, or create derived works thereof. However, documentation may be copied in the required scope for internal use;
 (b) use of the Service in a manner that infringes applicable law, particularly transmission of information and data that are illegal or violate third-party copyrights; as well as
 (c) imperil or circumvent Service operation or security.

(4) The Customer shall be responsible for monitoring the use of the Service; he shall promptly report in writing any use exceeding contractual agreements, in particular the agreed usage metrics and volumes, to EASY SOFTWARE AG. In this case, the Customer shall be obligated to sign an extension agreement which shows additional use and additional compensation. The corresponding compensation arises from the day from which the excess takes place. EASY SOFTWARE AG is entitled to review conformity with the contract of the use of the Service, in particular compliance with the agreed usage metrics and volumes.

(5) EASY SOFTWARE AG may temporarily suspend access (in particular, user names and passwords) by the Customer to the Service to avert damage if and inasmuch there is reasonable likelihood that the continued use of the Cloud Service by the Customer, authorized users or a third party in breach of this Agreement using the Customer access data could adversely affect the Service, any EASY or SAP Cloud Service or other EASY or SAP customers, or third party rights in a way that requires immediate action to avert damage. EASY SOFTWARE AG shall promptly notify the Customer of such a suspension. Where circumstances permit, the Customer shall be informed in advance in writing or via e-mail. EASY SOFTWARE AG shall limit suspension regarding period of time and scope such as can be justified by the circumstances of individual cases.

(6) The Service may contain links to Web services provided by EASY SOFTWARE AG, EASY partners, or third parties on external Websites that are callable via the cloud service and that are subject to the usage regulations of these providers. EASY SOFTWARE AG shall arbitrate only technical access to content of integrated services for which content only third parties are responsible.

(7) Authorized users may access Services defined in detail in the service description via mobile applications (mobile apps) which in turn are provided via third-party Websites such as Microsoft Azure Marketplace, Apple App Store, or an Android-specific App Store. The use of these mobile applications per se is subject to the terms agreed for download or when accessing the mobile application, not the regulations of these License Terms.

§ 3 Agreement term and termination

(1) The agreement term comes into effect with the acceptance of an offer from EASY SOFTWARE AG by the Customer (purchase order). EASY SOFTWARE AG shall confirm this with an order confirmation.

(2) Term (of contract) and usage start can be found in the offer from EASY SOFTWARE AG of these License Terms. The offered term shall be deemed agreed by accepting the offer; it will automatically extend after expiration of the notice period by, respectively, a period of another 12 months ("extended term"). By complying with 90 days' notice to the end of the initial term or the respective extended term, the Customer shall be entitled to (i) terminate the License Agreement in writing or (ii) reduce the portion of defined users and/or packages. Termination by the Customer or reduction of the defined users/packages must be submitted in writing to the address specified above. EASY SOFTWARE AG shall be entitled to terminate the License Agreement within a deadline of 90 days to expiration of the initial runtime or the respective currently extended runtime.

(3) Termination must be in writing. For commercial customers, e-mail and fax do not satisfy the written form requirement.

(4) The parties reserve the right to terminate the License Agreement for good cause. Most of all, good cause for termination by EASY SOFTWARE AG is:

a) a not insignificant violation of duties arising from the supply or service contracts concluded as part of this Agreement, in particular, non-payment of receivables;
 b) grave violations of the contract or violation of non-contractually mutually agreed provisions leading to the loss of mutual trust or the basis of the business relationship;
 c) application for opening of insolvency proceedings, as well as rejection of opening of insolvency proceedings for lack of assets or submission of an affidavit or similar proceedings;
 d) complete or partial and substantial cessation of business activities, in the event of an actual or foreseeable duration of more than 6 months.

(5) In the period between notice and effectiveness of the termination, as well as for a period of 30 days after termination of the contract, EASY SOFTWARE AG shall enable the return of customer data from the production cloud system of the Customer to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator permit this. Data still located on the servers after termination has become effective, including the Customer data, will be permanently and irrevocably deleted not later than 90 days unless the data center operator does not technically permit such a deletion or further retention of such data is mandated due to the consensus of the parties in accordance with the applicable laws and regulations. The Customer shall take suitable actions to ensure compliance of the necessary legal provisions for data retention, e.g. through routine backups on separate disks. The Customer shall, moreover, not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

(6) In return, the Customer shall undertake to return all EASY HR Cloud Service products in his possession (e.g. documentation that the Customer requires for non-mandatory procedural documentation) or grant EASY SOFTWARE AG the opportunity to take possession of products provided after a reasonable period (at most, three months after prompting).

§ 4 Fees, service packages & licenses, invoicing

(1) The Customer shall order from EASY SOFTWARE AG the EASY HR Cloud Service for a license fee pursuant to the metrics (e.g. number of users, files, other units or records), as agreed through acceptance of the proposal.

The license fee shall be paid in advance; this applies both to one-off fees and periodical usage fees. Cash discount will not be granted.

Payments will be due 14 days after the beginning of the month. With maturity, EASY SOFTWARE AG may require interests on arrears at the rate of the valid legal interest on arrears.

(2) All compensations agreed upon are excluding the respective sales tax/VAT.

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

(4) EASY SOFTWARE AG shall be entitled to review the actual level of usage (e.g. active users of EASY HR Cloud Services). The Customer must be notified in advance of this review.

(5) The use of EASY cloud platforms interfaces to connect the services of EASY SOFTWARE AG to this platform requires conclusion of a separate agreement between the Customer and EASY, therefore subject to the provisions of the EASY price list that will then be valid. Kind and amount of invoicing for the use of such an EASY interface will be made between the Customer and EASY in a separate agreement unless the parties agree

on something deviating from this in express written form.

(6) EASY SOFTWARE AG reserves the right to block access to the EASY HR Cloud Service, the entire service or parts, temporarily until payment has been made should the Customer not fulfill his payment obligations towards EASY SOFTWARE AG within three (3) months after the payment term. EASY SOFTWARE AG will inform the Customer about such a step within an appropriate notice time.

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

(8) EASY SOFTWARE AG shall be entitled to increase the agreed prices for EASY HR Cloud Services in compliance with a 90-day advance notice period to the Customer by written adjustment declaration at its reasonable discretion in compliance with the following principles :

a) The first price increase is limited to the percentage by which the index has increased cumulatively, referring to the value of the index at the time the order became effective. All subsequent price increases are limited to the percentage by which the index has increased cumulatively since, referring to the index at the time of the previous price increase ("Amendment").

b) The index of average gross monthly earnings of full-time employees in Germany for the sector of information technology services (currently published in quarterly figures by the German Federal Statistical Office in Reference series (Fachserie) 16, Series (Reihe) 2.1, 'Data Processing/IT') is to be used as the basis for determining the scope of the Amendment. If this index is no longer published, the index published by the German Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the above industry shall be used to determine the scope of the Amendment.

c) Such an increase shall become effective with the beginning of the next extension period of the order.

d) Should there be any changes in fees, EASY SOFTWARE AG will inform the Customer of such changes in advance. In the event of an increase of more than 5% the Customer shall be entitled to terminate the License Agreement to the end of the agreed term within forty-five (45) days after notification of the increase, or reject the increase. Termination must be in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the License Agreement subject to a notice period of six (6) months.

§ 5 Service level, maintenance windows, and support

Availability of the EASY HR Cloud Service, the service levels and maintenance window, as well as support of EASY SOFTWARE AG are dependent on the

- EASY Cloud Services or

- (where applicable) EASY Cloud Platform Services used by the Customer. If a connection to the EASY Cloud Platform is made, the Customer shall have to consider the, respectively, valid General Terms and Conditions for EASY Cloud Platform Services of EASY SOFTWARE AG.

Where technically and legally possible for EASY SOFTWARE AG, taking this dependency into account, it shall render support in accordance with the support conditions attached or referred to as an appendix to these license terms.

§ 6 Privacy and data security

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

§ 7 Warranty

(1) EASY SOFTWARE AG shall warrant that the EASY HR Cloud Service (Service) meets the specifications agreed upon in the service specification [<https://easy-software.com/en/easy-hr-cloud-service-description/>] during its term and that the service does not infringe any third-party rights by the Customer when used in accordance with the contract. EASY SOFTWARE AG shall remove material defects and defects of title of the Service in accordance with Para. 4. If EASY SOFTWARE AG has not remedied the defect even after expiration of a grace period of reasonable length set by the Customer in writing, and if the suitability of the Service is thereby more than insignificantly reduced, the Customer shall have the right to terminate the contract, which must be in writing. If suitability of the Service for contractual use is more than insignificantly reduced, the Customer shall have the right to reasonably reduce the compensation. For

damage due to defects, § 9 applies.

Strict liability for defects already existing at the time of conclusion of the contract (in Germany, pursuant to Section 536a Para. 1 Alt. 1 of the German Civil Code (BGB) is precluded.

(2) For consulting services that are rendered as work service, EASY SOFTWARE AG shall warrant that the consulting service matches the agreed performance description. Warranty is accomplished by rectification in accordance with Para. 4. If subsequent performance fails after expiration of a grace period of reasonable length set by the Customer in writing, the Customer shall have the right to reduce the remuneration to be paid in the corresponding purchase order for the consulting service concerned by a reasonable amount or to withdraw from the order to that extent. For damage due to defects, § 9 applies.

(3) If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance or does not provide them properly, or if EASY SOFTWARE AG commits other breaches of duty in consulting services or in the Cloud Service outside the scope of liability for material defects and other defects of title, the Customer must notify EASY SOFTWARE AG of this in writing and grant EASY SOFTWARE AG a grace period of sufficient length within which EASY SOFTWARE AG shall be given the opportunity to properly perform the service or remedy the situation in some other way. For damage, § 9 applies.

(4) EASY SOFTWARE AG shall rectify defects of a cloud service or the consulting services subject to acceptance by providing the Customer, to his choice, a new, defect-free status of the consulting service or cloud service, or by rectifying the defect. Rectifying the defect may also consist in EASY SOFTWARE AG showing the Customer reasonable ways to avoid the impacts of the defect. In the event of defects of title, EASY shall, at its own discretion, either (i) procure for the Customer the right to use the cloud service or the consulting service as agreed, or (ii) replace the cloud service or the consulting service, or modify it in such a way that the allegation of infringement is removed but the Customer's use in accordance with the contract is thereby not unreasonably impaired, or (iii) terminate the order to that extent and refund the Customer any remuneration paid in advance for the term remaining after the termination date and pay damages within the scope of § 9.

(5) The Customer shall be under obligation to promptly notify EASY SOFTWARE AG, in writing, of any breaches of duty with a precise description of the reason.

(6) Warranty rights due to material defects and defects of title of Professional Services (e.g. Consulting Services) available for acceptance shall lapse one year after acceptance. The warranties for the cloud service shall apply accordingly to support.

§ 8 Non-disclosure

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

§ 9 Liability

(1) In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall render compensation for damages or refunding of futile expenses only:

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

b) in other cases: only from breach of an essential obligation if this jeopardizes the purpose of the contract, always limited to EUR 100,000.00 per damaging event.

Moreover, liability for indirect damage is precluded. The parties understand indirect damage to mean damage that a prudent professional familiar with the contract and the subject matter could not reasonably have expected (consequential damage), as well as damage caused by an error in a third-party system. Reputation damage, lost profit or payments of a punitive nature are also excluded.

The objection of contributory negligence remains unaffected. The limitations of liability pursuant to Para. 1 shall not apply in the event of liability for personal injury and in the event of liability under the German Product Liability Act or comparable national legislation.

(2) For all claims against EASY SOFTWARE AG for damages or compensation of futile expenditures in the event of contractual and non-contractual liability, a limitation period of one year shall apply. This shall not apply to liability in the event of intent or gross negligence or in the event of personal injury or under the German Product Liability Act or comparable national legislation. The limitation period pursuant to

subsection 2 sentence 1 shall commence at the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence. Regardless of knowledge, claims for damages fall under the statute of limitations three years after the damage occurred. The above limitations of liability apply also to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

(3) EASY HR Cloud Services content shall be provided without express warranty. "Content" refers to text, numerical data, graphical data, or other data or content provided by EASY SOFTWARE AG, EASY partners, or third parties via EASY HR Cloud Services or in other ways in combination with EASY HR Cloud Services. EASY SOFTWARE AG shall not assume any warranty regarding precision, freedom from third-party rights, or integrity of such content. The Customer uses content of this kind at his own risk. EASY SOFTWARE AG shall not assume any liability for the Customer or third parties regarding the use of this content through the Customer or recourse to this.

§ 10 Marketing

(1) EASY SOFTWARE AG shall be entitled to announce publicly or non-publicly, or to approve of announcements thereof, that the parties have concluded a contract about EASY HR Cloud Services, and to specify the name of the Customer in marketing material, product accompanying material, and in press releases by EASY SOFTWARE AG as a reference to providing EASY HR Cloud Services or other EASY services. This assumes that EASY SOFTWARE AG has informed the Customer of this in writing and that the Customer has not objected within two weeks after notification. This includes, among other things, the right to use the Customer's trademark or logos for this purpose.

(2) The parties may regulate details about this in a separate reference customer agreement, in which EASY SOFTWARE AG may then, among other things, be granted the right to also grant its own sales & distribution partners the marketing powers thus received.

§ 11 Changing terms

(1) EASY SOFTWARE AG reserves the right to make changes to this contract effective for the future. These changes shall be made only with reasonable requirements, such as technically required changes to the functionality of the cloud services and its usage provisions.

(2) EASY SOFTWARE AG reserves the right to make changes to documentation that through reference is part of the EASY HR Cloud Service usage agreement (e.g. service description, price list, support concept) for technical or organizational reasons effective for the future.

(3) Such changes shall become effective three (3) months after the Customer has been notified in written or electronic form by EASY SOFTWARE AG. If the justified interests of the Customer are essentially impaired by these changes, the Customer shall be entitled to terminate the License Agreement upon expiration of the above period within a deadline of two (2) months prior to the changes becoming effective. Unless the Customer terminates within the designated deadline, the Customer will consider the changes accepted.

§ 12 Other provisions

(1) The sole place of jurisdiction for all legal disputes arising from or related to the contract for EASY HR Cloud Services is subject to German law - Mülheim an der Ruhr, Germany.

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

Exhibit:

Service description and support terms of EASY SOFTWARE AG for EASY HR Cloud Services

Exhibit

Service description and support terms
for EASY HR Cloud Services

1.
"Service" terms (service description) for EASY HR Cloud Service
<https://easy-software.com/en/easy-hr-cloud-service-description/>

2.
"Support" terms for EASY HR Cloud Services
<https://easy-software.com/en/easy-hr-cloud-service-description/>



EASY SOFTWARE

License Terms for EASY for Dynamics 365 Business Central – Cloud Service

§ 1 General provisions

- 1.1 EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of contractual payment of the license fee, the non-exclusive, limited, temporary right, transferable to third parties only in the event of abandoning own utilization, to use the software EASY for Dynamics 365 Business Central as a Cloud Service within the contractually agreed scope (usage rights). The functional scope of the usage right, service level, and price model result from the service description for the service. These are available at <https://docs.easy-cloud.de/365BC-cloud/en/>.
- 1.2 Licensing as on-premises or rental software depends on separate license terms for "EASY for Dynamics 365 Business Central".
- 1.3 EASY shall grant the Customer the usage right for payment of a fee in installments (subscription). The amount of the fee is determined by the metrics, a detailed description of which can be found below.
- 1.4 The Customer may extend the usage right granted him to third parties, particularly associated companies ("group license") if EASY has expressly granted this in the order confirmation or in the license.
- 1.5 When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software temporarily licensed.

§ 2 Basis for Licensing (Metrics)

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

Use permission is acquired for a defined number of Named Users for a defined EASY for Dynamics 365 Business Central tenant.

Pricing and graduation result from the current price list of EASY SOFTWARE AG.

The total number of Microsoft Dynamics 365 Business Central users registered in the tenant is pivotal to the required number of licenses, because the DMS and archiving functionalities of EASY Archive are provided to all users.

- 2.2 The Customer has to inform EASY routinely, at least once a year, of the total number of his Microsoft Dynamics 365 Business Central users, and promptly of extending the number of users in the licensed Business Central system.
- 2.3 There is no need for a separate software maintenance agreement.
- 2.4 Except for initially setting up an interface, the Customer shall generally not be required to install software because this is a Cloud Service (Software as a Service). A separate need for installation may result from the service description of the product.
- 2.5 EASY may perform automated checks regarding the scope of use. If the service already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY, if necessary, remote access to this method. Otherwise, the Customer needs to enable setting up within a reasonable time a system- and application-specific program for the duration of the license audit, and cooperate with executing that program.
- 2.6 EASY may, only in exceptional cases justified in advance in writing, carry out on-site checks, and this only 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 on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use.
- 2.7 In all cases where his permission to use is terminated (e.g. by withdrawing from the contract (Rücktritt) or end of the term), the Customer shall stop using the software. If necessary, he shall immediately surrender to EASY any other licensed items subject to this contract. He shall then reassure EASY, in writing, of the fulfillment of this duty.
- 2.8 EASY ensures that the use of the services is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense. This indemnification requires that

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

- 2.9 EASY shall undertake appropriate efforts at its own cost in case of conflicting third party rights, so that the Customer can still use the affected services. For this purpose, EASY may
 - provide the Customer the rights that are required for the use, or
 - modify the software subject to the services such that without its usage being restricted and without EASY's service obligations being modified, third-party rights are no longer affected.
- 2.10 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 3 Other usage rights

- 3.1 The Customer shall be allowed to use the software additionally for testing purposes. These trial scenarios do not require additional licensing of an EASY Archive. Unless the offering, purchase order or order confirmation stipulate otherwise, the time limit shall be 90 days from activation.
- 3.2 The Customer neither technically capable of nor authorized to modify the service, or allow third parties to modify it. If the Customer modifies the service, his usage rights and all warranty and liability claims will lapse. In the event of unauthorized modification, EASY reserves the right to claim damages.
- 3.3 This will not affect the Customer's rights to copy the code or decompile it in order to obtain the information necessary to establish the interoperability of the computer program with other programs of the customer. Prerequisites are: (a) The acts shall be performed by the licensee or by any other person authorized to use a copy of the program or on their behalf by a person authorized to do so; (b) the information necessary to achieve interoperability has not yet been made readily available to the persons referred to in point 1; (c) the acts are limited to those parts of the original program which are necessary to achieve interoperability. Information obtained by the actions referred to in paragraph 1 shall not (a) be used for purposes other than to achieve interoperability of the independently created program; (b) be made available to third parties, unless this is necessary for the interoperability of the independently created program; (c) be used for the development, production or marketing of a program with substantially similar expressions or for any other act which infringes copyright.
- 3.4 The Customer will not be given additional rights to the software.
- 3.5 The Customer shall comply with copyright notices and other indications of authorship located within the Service or in the Product documentation.

§ 4 License Fee and Useful Life

- 4.1 The Customer shall pay a license fee for the contractual use of the software according to the current EASY price list or according to separate quotation.
- 4.2 The license fee for subscription of a temporary usage right shall be due in advance unless and inasmuch the Parties agree otherwise. If the Customer is in arrears of payment for the license fee for more than three (3) months, EASY shall be entitled to extraordinary termination of the License Agreement, including the consequence that the Customer's usage right will lapse once extraordinary termination takes effect.
- 4.3 Runtime for a temporary usage right is 12 months unless and inasmuch the Parties agree otherwise.

§ 5 Other "General License Terms"

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

Exhibit 1 of the License Terms

Service Level for EASY for Dynamics 365 Business Central – Cloud Service



EASY SOFTWARE

Exhibit 1 of the License Terms – Service Level for EASY for Dynamics 365 Business Central Cloud Service

1 SERVICE SUBJECT

- 1.1 Unless and inasmuch otherwise stipulated in the service description for the service (<https://docs.easy-cloud.de/365BC-cloud/en>) or in a separate written agreement, EASY shall render the following service levels for the EASY for Dynamics 365 Business Central Cloud Service (Software Service).
The objective is to prevent system problems in order to keep system outages as low in number and duration as possible.
- 1.2 These provisions or individual agreements override the General Software Provisions of EASY.

2 SERVICE LEVEL

- 2.1 Terminology
Working 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 as compared to the installed software version – and deploying the SaaS (Service) based on it.
P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.
P2 – system problem: Critical system state, i.e. critical system state, outage of a relevant subsystem, limited production is possible.
P3 – system problem: outage of uncritical system components, no relevant problem with production mode.
- 2.2 Problem reports and queries
Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project. The contact persons to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.
- 2.3 Maintenance service
EASY shall perform the following professional services for the software products and developments listed in the order confirmation.
Software maintenance: Free service updates and upgrades of the services listed in the order confirmation (qualified service of EASY).
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 service 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.
- 2.4 Disclaimer
Professional services do not include:
 - Installation of hardware and software used on the customer side for the purpose of initial establishment of operational readiness, as well as performing update installations in customer systems,
 - developing software programs that have functions other than those specified in the service description for the service
 - familiarizing and training the Customer
 - correction of malfunctions and consulting on errors that are tracked to incorrect operation, or data input 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 EASY shall be under obligation to maintain the software subject to the services. The Customer himself or third parties shall not perform any maintenance of other relevant work for the services. To the extent that the service allows native customizing or parameterization, or administration, the Customer can perform this.
- 3.2 The Customer shall be obligated to perform the activities to be performed by himself solely according to the EASY service description.
- 3.3 If necessary for complying with the service levels, an online remote maintenance connection must be established which the Customer shall make available to EASY. Where technically possible, 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 expenditures arising from this will be billed according to proof.
- 3.4 The Customer shall be obligated to ensure cooperation necessary for rendering the service levels by EASY.
- 3.5 The Customer shall be responsible for backup of his data on suitable media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.
- 3.6 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

4 SUPPORT SERVICES START

The parties shall determine in the corresponding order confirmation when the Support services are to start. Unless specified in detail there, the Support services shall start with the agreement term on contractual use of the software service.



EASY SOFTWARE

License Terms for EASY for Dynamics 365 Finance & Operations – Cloud Service

§ 1 General provisions

- 1.1 EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of contractual payment of the license fee, the non-exclusive, limited, temporary right, transferable to third parties only in the event of abandoning own utilization, to use the software EASY for Dynamics 365 Finance & Operations as a Cloud Service within the contractually agreed scope (usage rights).
The functional scope of the usage right, service level, and price model result from the service description for the service. These are available at <https://docs.easy-cloud.de/EFD3F/en/>.
- 1.2 Licensing as on-premises or rental software depends on separate license terms.
- 1.3 EASY shall grant the Customer the usage right for payment of a fee in installments (subscription). The amount of the fee is determined by the metrics, a detailed description of which can be found below.
- 1.4 The Customer may extend the usage right granted him to third parties, particularly associated companies ("group license") if EASY has expressly granted this in the order confirmation or in the license.
- 1.5 When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software temporarily licensed.

§ 2 Basis for Licensing (Metrics)

- 2.1 The license fee for the software product EASY for Dynamics 365 Finance & Operations Cloud Service depends on the following metrics:

Use permission is acquired for a defined number of Named Users for a defined EASY for Dynamics 365 Finance & Operations tenant.

Pricing and graduation result from the current price list of EASY SOFTWARE AG.

The total number of Microsoft Dynamics 365 Finance & Operations users registered in the tenant is pivotal to the required number of licenses, because the DMS and archiving functionalities of EASY Archive are provided to all users.
- 2.2 The Customer has to inform EASY routinely, at least once a year, of the total number of his Microsoft Dynamics 365 Finance & Operations users, and promptly of extending the number of users in the licensed Finance & Operations system.
- 2.3 There is no need for a separate software maintenance agreement.
- 2.4 Except for initially setting up an interface, the Customer shall generally not be required to install software because this is a Cloud Service (Software as a Service). A separate need for installation may result from the service description of the product.
- 2.5 EASY may perform automated checks regarding the scope of use. If the service already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY, if necessary, remote access to this method. Otherwise, the Customer needs to enable setting up within a reasonable time a system- and application-specific program for the duration of the license audit and cooperate with executing that program.
- 2.6 EASY may, only in exceptional cases justified in advance in writing, carry out on-site checks, and this only 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 on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals non-contractual use.
- 2.7 In all cases where his permission to use is terminated (e.g. by withdrawing from the contract (Rücktritt) or end of the term), the Customer shall stop using the software. If necessary, he shall immediately surrender to EASY any other licensed items subject to this contract. He shall then reassure EASY, in writing, of the fulfillment of this duty.
- 2.8 EASY ensures that the use of the services is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense. This indemnification requires that
 - the Customer informs EASY of such claims without delay in writing,

- the Customer does not engage in legally relevant actions against third parties, in particular does not conclude a settlement out of court without the written approval by EASY, provides a legal acknowledgment (Anerkennung) or engages in actions that are similar to those named before,
 - the Customer supports EASY to the necessary extent with the legal defense against a third party, particularly by providing information, and
 - the Customer grants EASY the possibility to determine and execute the legal defense strategy, particularly by selecting attorneys and drafting writs. For this purpose, the Customer will issue the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.
- 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 services. For this purpose, EASY may
 - provide the Customer the rights that are required for the use, or
 - modify the software subject to the services such that without its usage being restricted and without EASY's service obligations being modified, third-party rights are no longer affected.
 - 2.10 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected.

§ 3 Other usage rights

- 3.1 The Customer shall be allowed to use the software additionally for testing purposes. These trial scenarios do not require additional licensing of an EASY Archive. Unless the offering, purchase order or order confirmation stipulate otherwise, the time limit shall be 90 days from activation.
- 3.2 The Customer is neither technically capable of nor authorized to modify the service, or to allow third parties to modify it. If the Customer modifies the service, his usage rights and all warranty and liability claims will lapse. In the event of unauthorized modification, EASY reserves the right to claim damages.
- 3.3 This will not affect the Customer's rights to copy the code or decompile it in order to obtain the information necessary to establish the interoperability of the computer program with other programs of the customer. Prerequisites are: (a) The acts shall be performed by the licensee or by any other person authorized to use a copy of the program or on their behalf by a person authorized to do so; (b) the information necessary to achieve interoperability has not yet been made readily available to the persons referred to in point 1; (c) the acts are limited to those parts of the original program which are necessary to achieve interoperability. Information obtained by the actions referred to in paragraph 1 shall not (a) be used for purposes other than to achieve interoperability of the independently created program; (b) be made available to third parties, unless this is necessary for the interoperability of the independently created program; (c) be used for the development, production or marketing of a program with substantially similar expressions or for any other act which infringes copyright.
- 3.4 The Customer will not be given additional rights to the software.
- 3.5 The Customer shall comply with copyright notices and other indications of authorship located within the Service or in the Product documentation.

§ 4 License Fee and Useful Life

- 4.1 The Customer shall pay a license fee for the contractual use of the software according to the current EASY price list or according to separate quotation.
- 4.2 The license fee for subscription of a temporary usage right shall be due in advance unless and inasmuch the Parties agree otherwise. If the Customer is in arrears of payment for the license fee for more than three (3) months, EASY shall be entitled to extraordinary termination of the License Agreement, including the consequence that the Customer's usage right will lapse once extraordinary termination takes effect.
- 4.3 Runtime for a temporary usage right is 12 months unless and inasmuch the Parties agree otherwise.

§ 5 Other "General License Terms"

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

Exhibit 1 of the License Terms

Service Level for EASY for Dynamics 365 Finance & Operations – Cloud Service



EASY SOFTWARE

Exhibit 1 of the License Terms – Service Level for EASY for Dynamics 365 Finance & Operations Cloud Service

1 SERVICE SUBJECT

- 1.1 Unless and inasmuch otherwise stipulated in the service description for the service (<https://docs.easy-cloud.de/EFD3F/en/>) or in a separate written agreement, EASY shall render the following service levels for the EASY for Dynamics 365 Finance & Operations Cloud Service (Software Service).
The objective is to prevent system problems in order to keep system outages as low in number and duration as possible.
- 1.2 These provisions or individual agreements override the General Software Provisions of EASY.

2 SERVICE LEVEL

- 2.1 Terminology
Working 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 as compared to the installed software version – and deploying the SaaS (Service) based on it.
P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.
P2 – system problem: Critical system state, i.e. critical system state, outage of a relevant subsystem, limited production is possible.
P3 – system problem: outage of uncritical system components, no relevant problem with production mode.
- 2.2 Problem reports and queries
Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project. The contact persons to be authorized shall be named by the Customer not later than one month after concluding the maintenance contract.
- 2.3 Maintenance service
EASY shall perform the following professional services for the software products and developments listed in the order confirmation.
Software maintenance: Free service updates and upgrades of the services listed in the order confirmation (qualified service of EASY).
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 service 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.
- 2.4 Disclaimer
Professional services do not include:
 - Installation of hardware and software used on the customer side for the purpose of initial establishment of operational readiness, as well as performing update installations in customer systems,
 - developing software programs that have functions other than those specified in the service description for the service
 - familiarizing and training the Customer
 - correction of malfunctions and consulting on errors that are tracked to incorrect operation, or data input 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 EASY shall be under obligation to maintain the software subject to the services. The Customer himself or third parties shall not perform any maintenance of other relevant work for the services. To the extent that the service allows native customizing or parameterization, or administration, the Customer can perform this.
- 3.2 The Customer shall be obligated to perform the activities to be performed by himself solely according to the EASY service description.
- 3.3 If necessary for complying with the service levels, an online remote maintenance connection must be established which the Customer shall make available to EASY. Where technically possible, 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 expenditures arising from this will be billed according to proof.
- 3.4 The Customer shall be obligated to ensure cooperation necessary for rendering the service levels by EASY.
- 3.5 The Customer shall be responsible for backup of his data on suitable media, as well as for retaining these disks. The Customer shall also be responsible for regular tests of successful restoration of the backed-up system state.
- 3.6 The Customer shall be obligated to provide EASY the documents and information necessary for complying with its duties.

4 SUPPORT SERVICES START

The parties shall determine in the corresponding order confirmation when the Support services are to start. Unless specified in detail there, the Support services shall start with the agreement term on contractual use of the software service.

General License Terms for EASY Contract Cloud Services –

Private Cloud (EASY Managed Application Hosting) with License
Conversion / Subscription

§ 1 Subject

These License Terms shall be the basis for the relationship of the parties with regard to the use of one or more EASY Contract Cloud Services (Service) by the Customer offered and run as Cloud Service or Software as a Service (SaaS). They specify the framework for the use of the EASY Cloud Cloud Services, but not the professional services that may be associated with them unless these are initial setup or implementation services or technical support for the service.

§ 2 Usage rights

(1) For the term (§3), EASY SOFTWARE AG shall grant the Customer the simple, non-transferable and geographically unlimited right to use the EASY Cloud Cloud Service (Service), as well as service documentation only for processing the internal business processes of the Customer and his affiliates, respectively, according to the contractual terms and the service description [<https://easy-software.com/en/easy-contract-cloud-service-description/>].

(2) The Customer may permit his authorized users to use the Service to the extent agreed in the contract, based on the usage metrics and volumes agreed upon in the order/order confirmation. The credentials for the service may not be used multiple times, nor be used by multiple people at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer shall be responsible for the acts and omissions of his authorized users, affiliates, and business partners, as well as for his own acts and omissions, and shall require them to use the Service in accordance with this Agreement. Besides, the Customer is prohibited to sublicense, sell, lease, rent out the Service, or provide it otherwise to third parties.

(3) The Customer is prohibited from the following when using the Cloud Service:

(a) to copy the Service or documentation (unless mandatory law allows this and this is technically possible) completely or partially, translate, disassemble, decompile, reverse engineer it, or modify it in any other way, or create derived works thereof. However, documentation may be copied in the required scope for internal use;

(b) use of the Service in a manner that infringes applicable law, particularly transmission of information and data that are illegal or violate third-party copyrights; as well as

(c) imperil or circumvent Service operation or security.

(4) The Customer shall be responsible for monitoring the use of the Service; he shall promptly report in writing any use exceeding contractual agreements, in particular the agreed usage metrics and volumes, to EASY SOFTWARE AG. In this case, the Customer shall be obligated to sign an extension agreement which shows additional use and additional compensation. The corresponding compensation arises from the day from which the excess takes place. EASY SOFTWARE AG is entitled to review conformity with the contract of the use of the Service, in particular compliance with the agreed usage metrics and volumes.

(5) EASY SOFTWARE AG may temporarily suspend access (in particular, user names and passwords) by the Customer to the Service to avert damage if and inasmuch there is reasonable likelihood that the continued use of the Cloud Service by the Customer, authorized users or a third party in breach of this Agreement using the Customer access data could adversely affect the Service, any EASY or SAP Cloud Service or other EASY or SAP customers, or third party rights in a way that requires immediate action to avert damage. EASY SOFTWARE AG shall promptly notify the Customer of such a suspension. Where circumstances permit, the Customer shall be informed in advance in writing or via e-mail. EASY SOFTWARE AG shall limit suspension regarding period of time and scope such as can be justified by the circumstances of individual cases.

(6) The Service may contain links to Web services provided by EASY SOFTWARE AG, EASY partners, or third parties on external Websites that are callable via the cloud service and that are subject to the usage regulations of these providers. EASY SOFTWARE AG shall arbitrate only technical access to content of integrated services for which content only third parties are responsible.

(7) Authorized users may access Services defined in detail in the service description via mobile applications which in turn are provided via third-party Websites such as Microsoft Azure Marketplace, Apple App Store, or an Android-specific App Store. The use of these mobile applications per se is subject to the terms agreed for download or when accessing the mobile application, not the regulations of these License Terms.

§ 3 Agreement term and termination

(1) The agreement term comes into effect with the acceptance of an offer from EASY SOFTWARE AG by the Customer (purchase order). EASY SOFTWARE AG shall confirm this with an order confirmation.

(2) Term of contract and usage start can be found in the offer from EASY of these License Terms. The offered term shall be deemed agreed by accepting the offer; it will automatically extend after expiration of the notice period by, respectively, a period of another 12 months ("extended term"). By complying with 90 days' notice to the end of the initial term or the respective extended term, the Customer shall be entitled to (i) terminate the License Agreement in writing or (ii) reduce the portion of defined users and/or packages. Termination by the Customer or reduction of the defined users/packages must be submitted in writing to the address specified above. EASY SOFTWARE AG shall be entitled to terminate the License Agreement within a deadline of 90 days to expiration of the initial runtime or the respective currently extended runtime.

(3) Termination must be in writing. For commercial customers, e-mail and fax do not satisfy the written form requirement.

(4) The parties reserve the right to terminate the License Agreement for good cause. Most of all, good cause for termination by EASY SOFTWARE AG is:

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

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

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

d) complete or partial and substantial cessation of business activities, in the event of an actual or foreseeable duration of more than 6 months.

(5) In the period between notice and effectiveness of the termination, as well as for a period of 30 days after termination of the contract, EASY SOFTWARE AG shall enable the return of customer data from the production cloud system of the Customer to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator permit this. Data still located on the servers after termination has become effective, including the Customer data, will be permanently and irrevocably deleted not later than 90 days unless the data center operator does not technically permit such a deletion or further retention of such data is mandated due to the consensus of the parties in accordance with the applicable laws and regulations. The Customer shall take suitable actions to ensure compliance of the necessary legal provisions for data retention, e.g. through routine backups on separate disks. The Customer shall, moreover, not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

(6) In return, the Customer shall undertake to return all EASY Contract Cloud Service products in his possession (e.g. documentation that the Customer requires for non-mandatory procedural documentation) or grant EASY SOFTWARE AG the opportunity to take possession of products provided after a reasonable period (at most, three months after prompting).

§ 4 Fees, service packages & licenses, invoicing

(1) The Customer shall order from EASY SOFTWARE AG the EASY Contract Cloud Service for a license fee pursuant to the metrics (e.g. number of users, files, other units or records), as agreed through acceptance of the proposal.

The license fee shall be paid in advance; this applies both to one-off fees and periodical usage fees. Cash discount will not be granted.

Payments will be due 14 days after the beginning of the month. With maturity, EASY SOFTWARE AG may require interests on arrears at the rate of the valid legal interest on arrears.

(2) All compensations agreed upon are excluding the respective sales tax/VAT.

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

(4) EASY SOFTWARE AG shall be entitled to review the actual level of usage (e.g. active users of EASY Contract Cloud Services). The Customer must be notified in advance of this review.

(5) The use of EASY cloud platforms interfaces to connect the services of EASY SOFTWARE AG to this platform requires conclusion of a separate agreement between the Customer and EASY, therefore subject to the provisions of the EASY price list that will then be valid. Kind and amount of invoicing for the use of such an EASY interface will be made between the Customer and EASY in a separate agreement unless the parties agree

on something deviating from this in express written form.

(6) EASY SOFTWARE AG reserves the right to block access to the EASY Cloud Service, the entire service or parts, temporarily until payment has been made should the Customer not fulfill his payment obligations towards EASY SOFTWARE AG within three (3) months after the payment term. EASY SOFTWARE AG will inform the Customer about such a step within an appropriate notice time.

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

(8) EASY SOFTWARE AG shall be entitled to increase the agreed prices for EASY Contract Cloud Services in compliance with a 90-day advance notice period to the Customer by written adjustment declaration at its reasonable discretion in compliance with the following principles :

a) The first price increase is limited to the percentage by which the index has increased cumulatively, referring to the value of the index at the time the order became effective. All subsequent price increases are limited to the percentage by which the index has increased cumulatively since, referring to the index at the time of the previous price increase ("Amendment").

b) The index of average gross monthly earnings of full-time employees in Germany for the sector of information technology services (currently published in quarterly figures by the German Federal Statistical Office in Reference series (Fachserie) 16, Series (Reihe) 2.1, 'Data Processing/IT') is to be used as the basis for determining the scope of the Amendment. If this index is no longer published, the index published by the German Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the above industry shall be used to determine the scope of the Amendment.

c) Such an increase shall become effective with the beginning of the next extension period of the order.

d) Should there be any changes in fees, EASY SOFTWARE AG will inform the Customer of such changes in advance. In the event of an increase of more than 5% the Customer shall be entitled to terminate the License Agreement to the end of the agreed term within forty-five (45) days after notification of the increase, or reject the increase. Termination must be in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the License Agreement subject to a notice period of six (6) months.

§ 5 Service level, maintenance windows, and support

Availability of the EASY Contract Cloud Service, the service levels and maintenance window, as well as support of EASY SOFTWARE AG are dependent on the

- EASY Cloud Services or

- (where applicable) EASY Cloud Platform Services used by the Customer. If a connection to the EASY Cloud platform is made, the Customer shall have to consider the, respectively, valid General Terms and Conditions for EASY Cloud Platform Services of EASY SOFTWARE AG.

Where technically and legally possible for EASY SOFTWARE AG, taking this dependency into account, it shall render support in accordance with the support conditions attached or referred to as an appendix to these license terms.

§ 6 Privacy and data security

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

§ 7 Warranty

(1) EASY SOFTWARE AG shall warrant that the EASY Contract Cloud Service (Service) meets the specifications agreed upon in the service specification [<https://easy-software.com/en/easy-contract-cloud-service-description/>] during its term and that the service does not infringe any third-party rights by the Customer when used in accordance with the contract. EASY SOFTWARE AG shall remove material defects and defects of title of the Service in accordance with Para. 4. If EASY SOFTWARE AG has not remedied the defect even after expiration of a grace period of reasonable length set by the Customer in writing, and if the suitability of the Service is thereby more than insignificantly reduced, the Customer shall have the right to terminate the contract, which must be in writing. If suitability of the Service for contractual use is more than insignificantly reduced, the Customer shall have the right to reasonably reduce the

compensation. For damage due to defects, § 9 applies.

Strict liability for defects already existing at the time of conclusion of the contract (in Germany, pursuant to Section 536a Para. 1 Alt. 1 of the German Civil Code (BGB) is precluded.

(2) For consulting services that are rendered as work service, EASY SOFTWARE AG shall warrant that the consulting service matches the agreed performance description. Warranty is accomplished by rectification in accordance with Para. 4. If subsequent performance fails after expiration of a grace period of reasonable length set by the Customer in writing, the Customer shall have the right to reduce the remuneration to be paid in the corresponding purchase order for the consulting service concerned by a reasonable amount or to withdraw from the order to that extent. For damage due to defects, § 9 applies.

(3) If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance or does not provide them properly, or if EASY SOFTWARE AG commits other breaches of duty in consulting services or in the Cloud Service outside the scope of liability for material defects and other defects of title, the Customer must notify EASY SOFTWARE AG of this in writing and grant EASY SOFTWARE AG a grace period of sufficient length within which EASY SOFTWARE AG shall be given the opportunity to properly perform the service or remedy the situation in some other way. For damage, § 9 applies.

(4) EASY SOFTWARE AG shall rectify defects of a cloud service or the consulting services subject to acceptance by providing the Customer, to his choice, a new, defect-free status of the consulting service or cloud service, or by rectifying the defect. Rectifying the defect may also consist in EASY SOFTWARE AG showing the Customer reasonable ways to avoid the impacts of the defect. In the event of defects of title, EASY shall, at its own discretion, either (i) procure for the Customer the right to use the cloud service or the consulting service as agreed, or (ii) replace the cloud service or the consulting service, or modify it in such a way that the allegation of infringement is removed but the Customer's use in accordance with the contract is thereby not unreasonably impaired, or (iii) terminate the order to that extent and refund the Customer any remuneration paid in advance for the term remaining after the termination date and pay damages within the scope of § 9.

(5) The Customer shall be under obligation to promptly notify EASY SOFTWARE AG, in writing, of any breaches of duty with a precise description of the reason.

(6) Warranty rights due to material defects and defects of title of Professional Services (e.g. Consulting Services) available for acceptance shall lapse one year after acceptance. The warranties for the cloud service shall apply accordingly to support.

§ 8 Non-disclosure

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

§ 9 Liability

(1) In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall render compensation for damages or refunding of futile expenses only:

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

b) in other cases: only from breach of an essential obligation if this jeopardizes the purpose of the contract, always limited to EUR 100,000.00 per damaging event.

Moreover, liability for indirect damage is precluded. The parties understand indirect damage to mean damage that a prudent professional familiar with the contract and the subject matter could not reasonably have expected (consequential damage), as well as damage caused by an error in a third-party system. Reputation damage, lost profit or payments of a punitive nature are also excluded.

The objection of contributory negligence remains unaffected. The limitations of liability pursuant to Para. 1 shall not apply in the event of liability for personal injury and in the event of liability under the German Product Liability Act or comparable national legislation.

(2) For all claims against EASY SOFTWARE AG for damages or compensation of futile expenditures in the event of contractual and non-contractual liability, a limitation period of one year shall apply. This shall not apply to liability in the event of intent or gross negligence or in the event of personal injury or under the German Product Liability Act or comparable national legislation. The limitation period pursuant to

subsection 2 sentence 1 shall commence at the end of the year in which the claim arose and the Customer became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence. Regardless of knowledge, claims for damages fall under the statute of limitations three years after the damage occurred. The above limitations of liability apply also to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

(3) EASY Contract Cloud Services content shall be provided without express warranty. "Content" refers to text, numerical data, graphical data, or other data or content provided by EASY SOFTWARE AG, EASY partners, or third parties via EASY Contract Cloud Services or in other ways in combination with EASY Contract Cloud Services. EASY SOFTWARE AG shall not assume any warranty regarding precision, freedom from third-party rights, or integrity of such content. The Customer uses content of this kind at his own risk. EASY SOFTWARE AG shall not assume any liability for the Customer or third parties regarding the use of this content through the Customer or recourse to this.

§ 10 Marketing

(1) EASY SOFTWARE AG shall be entitled to announce publicly or non-publicly, or to approve of announcements thereof, that the parties have concluded a contract about EASY Contract Cloud Services, and to specify the name of the Customer in marketing material, product accompanying material, and in press releases by EASY SOFTWARE AG as a reference to providing EASY Contract Cloud Services or other EASY services. This assumes that EASY SOFTWARE has informed the Customer of this in writing and that the Customer has not objected within two weeks after notification. This includes, among other things, the right to use the Customer's trademark or logos for this purpose.

(2) The parties may regulate details about this in a separate reference customer agreement, in which EASY SOFTWARE AG may then, among other things, be granted the right to also grant its own sales & distribution partners the marketing powers thus received.

§ 11 Changing terms

(1) EASY SOFTWARE AG reserves the right to make changes to this contract effective for the future. These changes shall be made only with reasonable requirements, such as technically required changes to the functionality of the cloud services and its usage provisions.

(2) EASY SOFTWARE AG reserves the right to make changes to documentation that through reference is part of the EASY Contract Cloud Service usage agreement (e.g. service description, price list, support concept) for technical or organizational reasons effective for the future.

(3) Such changes shall become effective three (3) months after the Customer has been notified in written or electronic form by EASY SOFTWARE AG. If the justified interests of the Customer are essentially impaired by these changes, the Customer shall be entitled to terminate the License Agreement upon expiration of the above period within a deadline of two (2) months prior to the changes becoming effective. Unless the Customer terminates within the designated deadline, the Customer will consider the changes accepted.

§ 12 Other provisions

(1) The sole place of jurisdiction for all legal disputes arising from or related to the contract for EASY Contract Cloud Services is subject to German law - Muelheim an der Ruhr, Germany.

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

Exhibit:

Service description and support terms of EASY SOFTWARE AG for EASY Contract Cloud Services

Exhibit

Service description and support terms for EASY Contract Cloud Services

1.

"Service" terms (service description) for EASY Contract Cloud Service
<https://easy-software.com/en/easy-contract-cloud-service-description/>

2.

"Support" terms for EASY Contract Cloud Services
<https://easy-software.com/en/easy-contract-cloud-service-description/>

Geschäftsbedingungen für EASY Managed Service Cloud Application Hosting

1 Gegenstand des Cloud Application Hostings

Der Kunde setzt Software von EASY ein. Zum Einsatz kommen die im **Anlagenpaket, Teil 1**, aufgeführten Softwareprodukte („**EASY-Software**“) sowie die dort - falls zutreffend - aufgeführte zugehörige Softwarepflege. Diese Geschäftsbedingungen beinhalten das von EASY zu erbringende Application Hosting sowie die dazugehörigen Managed Service-Dienstleistungen und beziehen sich ausschließlich auf die im Anlagenpaket aufgelistete Software und Infrastrukturkonfiguration. Die von EASY zu erbringenden Leistungen haben das Ziel, für den Auftraggeber Rechenzentrums- und Betriebsleistungen für EASY-Systeme zu erbringen. Die Serviceleistungen, die EASY für die EASY-Software des Kunden erbringt, sind unter Ziff. 2.1 zusammengefasst. Die Leistungen setzen voraus, dass der Kunde die EASY-Software und -falls zutreffend - die zugehörigen Softwarepflege bereitstellt oder subskribiert.

2 Leistungsumfang

2.1 EASY Cloud Application Hosting

EASY stellt dem Kunden mit dem ‚EASY Cloud Application Hosting‘ neben der Cloud Infrastruktur für die Anwendung(en) auch den Betrieb der EASY-Software. EASY stellt dem Kunden das Betriebsteam mit dem Expertenwissen eines Softwareherstellers und langjähriger Erfahrung zur Seite. Im Rahmen der Dienstleistungserbringung übernimmt EASY alle notwendigen Aufgaben für den stabilen Betrieb der EASY-Software.

2.1.1 Cloud Infrastruktur

Das EASY-Rechenzentrum ist nach ISO 27001 zertifiziert. Die gesamte Rechenzentrumsarchitektur ist vollständig redundant ausgelegt und in zwei getrennten Brandabschnitten abgebildet. Um höchstmögliche Ausfallsicherheit zu gewährleisten ist das EASY-Rechenzentrum über zwei Carrier an das Internet angebunden.

Der Zugriff auf die EASY Cloud erfolgt über HTTPS sowie – falls benötigt - ein VPN. Die Verbindungen selbst sind SSL verschlüsselt.

Die EASY Cloud Infrastruktur für den Kunden ist im **Anlagenpaket, Teil 2**, aufgeführt.

2.1.2 EASY Cloud Betrieb

EASY erbringt die vertragsgegenständlichen Services unter Beachtung von ITIL.

Die Leistungserbringung erfolgt ausschließlich für den Betrieb der im Anlagenpaket, Teil 1, aufgeführten EASY-Software in dem dort genannten Installationsstand. Voraussetzung für die Leistungserbringung ist, dass der Kunde die EASY-Software subskribiert oder – im Falle des Softwarekaufs – die Software noch nicht den ‚End of Life‘ gemäß den aktuellen Geschäftsbedingungen „Softwarepflege“ der EASY erreicht hat.

Erweiterungen im Hinblick auf die eingesetzten EASY Software-Produkte und -Lösungen sowie der Erhöhung der Anzahl von Komponenten werden zwischen EASY und dem Kunden abgestimmt. Eine Erweiterung oder Erhöhung führt zu einer entsprechenden Anpassung des Service-Entgelts. In diesem Fall kann EASY für die Übernahme zusätzlicher Services auch weitere Einmalkosten geltend machen.

Alle EASY Service-Mitarbeiter sind mit den ITIL Service-Prozessen vertraut und verfügen über langjährige Erfahrung im Support und Betrieb vielfältiger IT-Lösungen mit einer besonderen Expertise im Bereich der EASY-Lösungen.

EASY erbringt im Einzelnen folgende Dienstleistungen, die zur Übersicht in nachstehender Tabelle aufgeführt sind:

Pos.	Dienstleistungselement	Beschreibung
1	EASY Service Delivery Lead	Technischer Ansprechpartner (Kennt die kundenspezifische EASY Software Implementierung und ist der primäre technische Ansprechpartner für Auftraggeber)
2	Incident Management	Im Rahmen des Incident Managements werden Störungen und vermutete Störungen bearbeitet und gelöst. Meldewege: <ul style="list-style-type: none"> • Monitoring • Telefon • E-Mail • Support Portal Ziel des EASY Incident Management ist die schnelle Wiederherstellung der EASY Anwendungen bzw. Behebung der Störung.
3	Problem Management	Im Rahmen des Problem Managements werden wiederkehrende Störungen analysiert und Lösungen erarbeitet. Ziel ist die dauerhafte Problemlösung. Bei Bedarf erstellt der EASY Managed Service Betrieb einen Service Request für die Erstellung eines Bugfix.

Pos.	Dienstleistungselement	Beschreibung
4	Capacity Management	In Zusammenarbeit mit dem Auftraggeber werden die belegten Systemressourcen bewertet und aufgrund von Trends Empfehlungen für mögliche Ressourcen Erweiterungen durch den EASY Managed Service Betrieb erarbeitet.
5	Patch Management	Der EASY Managed Service Betrieb prüft verfügbare Patches im Hinblick auf den Einsatz in den vom Auftraggeber eingesetzten EASY Software Produkten und implementiert diese in Abstimmung mit Auftraggeber. Dieses Dienstleistungselement wird soweit möglich proaktiv erbracht.
6	Change Management	In der monatlichen Pauschale ist ein Budget für Changes, die über das Patch Management und Benutzer-Anlage hinaus gehen, enthalten. Sofern vorhanden, werden Changes zuerst im Testsystem durchgeführt. Dies gilt gleichermaßen für das Patch Management. Die Durchführung eines Changes erfolgt immer in Abstimmung zwischen Auftraggeber und EASY.
7	Service Meeting	Ein jährliches Service Review Meeting dient dazu die zurückliegend erbrachte Dienstleistung darzustellen und anstehende Themen für das nächste Jahr zu planen.
8	System Dokumentation	Durchgeführte Anpassungen und Änderungen werden in der Systemdokumentation durch den EASY Managed Service Betrieb eingepflegt.
9	Auftraggeber Anwenderbetreuung	Im Serviceumfang sind bis zu 5 meldeberechtigte Anwender des Auftraggebers vorgesehen. Für das Benutzermanagement und Anwendungssupport wurde für den Service ein durchschnittliches Kontingent je Monat zugrunde gelegt. Ein etwaiger Mehrbedarf an Anwenderbetreuung wird im Service Review Meeting analysiert.

2.2 Service-Organisation

Damit eine verlässliche und schnelle Reaktion auf Anfragen oder Störungen gewährleistet werden kann, benötigen sowohl der Kunde als auch EASY eine auf den Vertragszweck abgestimmte Service-Organisation. Die Ansprechpartner des Auftraggebers und der EASY werden im **Anlagenpaket, Teil 3** (Personen und Rollen), aufgelistet. Eventuelle Änderungen der Ansprechpartner sind der jeweils anderen Seite schriftlich mit einem Vorlauf von einer Woche mitzuteilen. Unterlässt eine Partei eine solche Mitteilung, muss sie eine Mitteilung an die im Anlagenpaket, Teil 3, aufgeführten Kontaktpersonen gegen sich gelten lassen.

2.2.1 Liefermodell

EASY kann ein zertifiziertes Partnerunternehmen für den Anwendungsbetrieb als zentralen Ansprechpartner einsetzen. Ein solcher Einsatz bedarf der Zustimmung des Kunden.

2.2.2 Service Desk des Kunden (Fachabteilung)

Der Kunde hat einen eigenen User Help Desk (UHD) zu stellen. Die Mitarbeiter der Fachabteilungen des Kunden dienen für die Anwender als erste Ansprechpartner. Störungsmeldungen erfolgen an den eigenen UHD, der Tickets mit Bezug zu EASY-Produkten an den EASY Service Desk weitergibt.

2.2.3 Service Desk der EASY

Der Service Desk der EASY ist verantwortlich für die schnelle, qualifizierte Aufnahme von Support- und Serviceanfragen und die Steuerung von Prioritäten. Er ist während der vereinbarten Servicezeiten für die vom Auftraggeber benannten Ansprechpartner telefonisch und per E-Mail erreichbar.

2.2.4 EASY Service Delivery Lead

Zur Einhaltung der vertraglich mit dem Kunden vereinbarten Services setzt EASY einen Service Delivery Lead (SDL) ein. Er ist der technische Ansprechpartner und die Schnittstelle zwischen dem EASY Service Team und den Ansprechpartnern des Kunden.

Zu den Hauptaufgaben des SDL gehören

1. Management der Service- und Produkt-Roadmap mit dem Kunden
2. Monitoring und Priorisierung der Supportanfragen unter Einhaltung der vertraglich festgelegten SLA
3. Monatlicher Service Report (KPI's)
4. Kontinuierlicher Verbesserungsprozess
5. Regelmäßige Statusgespräche zu Beginn eines Quartals.

Die Parteien können weitere Aufgaben des SDL in einer gesonderten Vereinbarung festlegen.

2.3 Technische Services zur Leistungserbringung

2.3.1 Service Portal

EASY stellt dem Kunden einen Zugang zum Service Portal von EASY zur Verfügung. Über dieses Service Portal kann der Kunde ebenfalls Supportanfragen (Tickets) aufgeben und deren Bearbeitungsstatus überprüfen.

2.3.2 Vorlaufzeit

Termine für Wartungsarbeiten, Updates oder sonstige planbare Services sind dem Kunden mit einer Vorlaufzeit von einer Woche schriftlich mitzuteilen. Notfälle und Incidents der Priorität 1 und 2 sind von dieser Vorlaufzeit ausgenommen.

2.4 Kommunikationskanäle

Der EASY Service Desk ist über folgende Kommunikationskanäle erreichbar:

1. Telefonisch unter der Service Rufnummer: +49-208-45016-302
2. Per E-Mail unter der Adresse: support@easy.de
3. <https://servicedesk.easy-software.com/>

2.5 Meldewege

Bei Störfallmeldungen muss der Kunde die definierten Kommunikationskanäle und Meldewege benutzen. Andernfalls ist nicht gewährleistet, dass die definierten Prozesse eingehalten werden können.

2.6 Service- und Reaktionszeiten

2.6.1 Standard-Servicezeit für Managed Services

Rechenzentrumsbetrieb:

24x7, 365 Tage im Jahr

Bedienter Cloud Betrieb: Montag bis Freitag von 08:00 bis 18:00 Uhr außer an Bundes- sowie NRW-Feiertagen, Heiligabend und Silvester

2.6.2 Bereitschaft

EASY Bereitschaft (Option): Diese Bereitschaft ergänzt den Rechenzentrumsbetrieb um den Zugriff auf das EASY Expertenteam außerhalb des bedienten Cloud Betriebs.

Diese Dienstleistung ist optional. Falls gesondert vereinbart, gilt: 24x7, 365 Tage im Jahr.

Während der Standard-Servicezeit bearbeitet EASY Anfragen, die telefonisch, per E-Mail oder über das Online Service Portal eingegangen sind. Sollten in nachfolgenden Service Level Agreements Fristen definiert sein, während derer z.B. eine Reaktion erfolgen muss, so beginnt die Frist erst mit Beginn der Bereitschaftszeit zu laufen bzw. wird am Ende der Bereitschaftszeit unterbrochen.

Bereitschaft in Sonderfällen: Für spezielle Situationen, z.B. bei einer Update-Aktion an einem Wochenende, kann individuell eine Bereitschaftszeit vereinbart werden. Dies kann jedoch nur mit einem Vorlauf von mindestens 4 Wochen geschehen und muss im Einzelfall vereinbart und gesondert nach Aufwand basierend auf unserer gültigen Preisliste vergütet werden.

2.7 Reaktionszeit

Die Reaktionszeit ist nach Prioritäten gestaffelt.

2.7.1 Priorität / Dringlichkeit

Priorität / Dringlichkeit				
Auswirkung / Kritikalität	Totalausfall	Hoch	Mittel	Niedrig
Hoch	Prio 1	Prio 1	Prio 2	Prio 3
Mittel	Prio 1	Prio 2	Prio 3	Prio 4
Niedrig	Prio 2	Prio 3	Prio 4	Prio 4

Die Priorität eines Supportfalls (1-4) ergibt sich aus der Kombination von Auswirkung (Kritikalität) und Dringlichkeit.

2.7.1.1 Auswirkung (Kritikalität)

Die Auswirkung (Kritikalität) richtet sich danach, in welchem Maße sich der Ausfall eines Systems oder einer Anwendung auswirkt. So ist z.B. der Ausfall eines Testsystems weniger kritisch als der Ausfall eines Produktivsystems. Die Anzahl der betroffenen Anwender kann gleichfalls ein Kriterium für die Einstufung als geschäftskritisches System oder geschäftskritische Anwendung sein. Die Kritikalität wird im System- oder Anwendungs-SLA vereinbart.

Die Kritikalität der einzelnen Systeme des Auftraggebers ist im **Anlagenpaket, Teil 4**, festgelegt.

2.7.1.2 Dringlichkeit (Priorität)

Die Dringlichkeit richtet sich danach, ob ein System oder eine Anwendung

- a) gar nicht mehr funktioniert (Totalausfall/Systemstillstand),
- b) eingeschränktes Arbeiten mit erheblichen Behinderungen möglich ist (hoch)
- c) weitgehend normales Arbeiten möglich ist, aber Störungen auftreten (mittel)
- d) leicht beeinträchtigt ist (niedrig)

Bei der qualifizierten Meldung von Störungen muss der Kunde das betroffene angeben und die Auswirkungen des Supportfalls beschreiben. Der Kunde legt die Dringlichkeit fest.

2.7.2 Reaktionszeit (für Störfälle)

Reaktionszeit ist die Zeitspanne zwischen dem Eintreffen einer Störungsmeldung bei EASY (über einen der definierten Kommunikationskanäle) und dem Beginn der qualifizierten Bearbeitung durch einen EASY-Mitarbeiter.

Der Beginn der Bearbeitung wird dem Kunden über einen der festgelegten Kommunikationskanäle angezeigt. Sollte die Meldung außerhalb der festgelegten Bereitschaftszeiten eingehen, so beginnt die Zeitspanne mit dem nächsten definierten Bereitschaftsintervall.

Die Vereinbarung der Reaktionszeiten dient dazu, Störfälle bei besonders geschäftskritischer Software, Systeme oder Applikationen – je nach Priorität des Supportfalls – bevorzugt und rechtzeitig behandeln zu können.

Die Reaktionszeiten betragen für:

Priorität	Reaktionszeit
Prio 1	2 Stunden
Prio 2	4 Stunden
Prio 3	1 Arbeitstag
Prio 4	3 Arbeitstage

Die Reaktionszeiten gelten innerhalb der gemäß Ziff. 2.6.1 vereinbarten Servicezeiten.

Ergänzend und erläuternd gilt für den von EASY zu erbringenden Leistungsumfang die Leistungsbeschreibung unter <https://easy-software.com/de/services/managed-services/leistungsbeschreibung-hosting/>.

3 Leistungsabgrenzung

Folgende Leistungen werden von EASY ausdrücklich nicht im Rahmen dieser Servicebedingungen erbracht.

- 3.1. Leistungen, die gemäß Ziff. 4 dieses Vertrages Mitwirkungspflichten oder Beistellungen des Kunden sind.
- 3.2. Serviceleistungen außerhalb der vereinbarten Servicezeiten.
- 3.3. Serviceleistungen, die durch den Einsatz der Software in einer nicht von EASY freigegebenen Hard- oder Softwareumgebung erforderlich werden.
- 3.4. Serviceleistungen, die aufgrund von nicht durch EASY autorisierten Anpassungen der Software oder des Customizings durch den Kunden oder durch Dritte notwendig werden.
- 3.5. Serviceleistungen hinsichtlich der Interoperabilität der von EASY gelieferten Software mit der Software anderer Anbieter, die nicht Gegenstand dieses Servicevertrags sind.
- 3.6. Serviceleistungen für abgekündigte und aus dem Lebenszyklus geratene (EoL) Produkte. Einzelfallregelungen sind nach Prüfung durch EASY und gegen eine erhöhte Wartungsgebühr möglich.
- 3.7. Annahme von Störfällen, Problemmeldungen oder Change Requests durch nicht autorisierte Personen (insbesondere Anwender).
- 3.8. Projektierung und Durchführung von klassischen Softwareprojekten, die die bestehenden Systeme und Applikationen ändern oder ergänzen.
- 3.9. Installation neuer Systeme oder Komponenten.
- 3.10. Release-Updates und -Upgrades für Major Releases von EASY-Standardsoftware - und daraus folgende Anpassungen von Projekt- und Individualentwicklungen der EASY.

Leistungen, die im Zusammenhang mit den oben aufgelisteten „Ausschlüssen“ anfallen, hat der Auftraggeber der EASY zu den jeweils gültigen Vergütungssätzen zu vergüten.

4 Mitwirkungspflichten des Kunden

Die Mitwirkungspflichten des Kunden sind im **Anlagenpaket, Teil 5**, definiert und festgelegt.

5 Sonstige Vereinbarungen

5.1 Einsatz von Subunternehmern

Subunternehmer sind Dritte, auf deren Leistungen EASY für seine Leistungserbringung zurückgreift. Mit EASY im Sinne des § 15 AktG verbundene Unternehmen gelten nicht als Subunternehmer und dürfen vom Auftragnehmer vorbehaltlich der Erfüllung datenschutzrechtlicher Anforderungen jederzeit mit der Erbringung von Leistungen beauftragt werden. EASY ist berechtigt, zur Erbringung der im Rahmen dieses Vertrags geschuldeten Leistungen mit Zustimmung des Kunden Subunternehmer

einzusetzen. EASY stellt dem Auftraggeber Informationen über die eingesetzten Subunternehmer zur Verfügung.

5.2 Beendigungsunterstützung

EASY unterstützt den Kunden zum Vertragsende hin, um einen ggf. anstehenden Übergang auf ein anderes System, einen Providerwechsel oder die Überführung in den Eigenbetrieb sicherzustellen.<

5.2.1 Daten

EASY stellt dem Kunden einen Datenbankexport in elektronischer Form zur Verfügung.

5.2.2 Knowhow-Transfer

EASY unterstützt den Kunden beim Knowhow-Transfer durch Bereitstellung von betriebskundigen Consultants. Der Knowhow-Transfer wird gemeinsam geplant und nach den Wünschen des Kunden durchgeführt. Den dafür anfallenden Aufwand hat der Kunde EASY entsprechend der vereinbarten Tagessätze zu vergüten.

5.2.3 Migrationsunterstützung

EASY unterstützt den Kunden bei der Migration der EASY-Software und -Lösung auf ein neues Zielsystem. Den dafür nötigen Aufwand hat der Kunde EASY entsprechend der vereinbarten Tagessätze zu vergüten.

5.2.4 Übergangsweise Leistungserbringung

EASY stellt die vereinbarte Leistung dem Kunden auch über das Vertragsende hinaus zu den vereinbarten Bedingungen zur Verfügung, sofern dies vom Kunde für eine Übergangsphase benötigt wird.

5.3 Mängelhaftung

Erbringt die EASY den Service nicht vertragsgemäß, wird dies der Kunde unverzüglich gegenüber EASY rügen. EASY ist berechtigt und verpflichtet, den betroffenen Service ohne Mehrkosten für den Kunden vertragsgemäß nach zu erfüllen. Ist die Nacherfüllung trotz mehrfacher Versuche nicht möglich, weil die Leistungen beispielsweise nicht nachgeholt werden können oder schlägt die wiederholte Nacherfüllung fehl, so ist der Kunde berechtigt, die Vergütung angemessen zu mindern. Über die Höhe einer solchen Minderung werden der Kunde und EASY Einigung erzielen.

6 Vergütung

Alle Preise verstehen sich zzgl. gesetzlicher MwSt.

6.1 Einmalkosten

Die Einrichtung des EASY Services sowie die Abstimmung der Prozesse zwischen Auftraggeber und EASY sind eine einmalige Leistung und werden wie folgt in Rechnung gestellt: **Anlagenpaket, Teil 6** (Vergütung - Einmalkosten)

6.2 Höhe der Vergütung

Die Höhe der monatlichen Vergütung ist in **Anlagenpaket, Teil 6** (Vergütung - Höhe) geregelt.

Der Preis setzt voraus, dass die Dienstleistung aus den Räumlichkeiten der EASY heraus erbracht wird und bezieht sich auf die vertragsgegenständlichen EASY Produkte. Reisekosten und -zeiten sind gesondert nach Aufwand zu vergüten.

In dem monatlichen Preis ist ein Kontingent je Vertragsjahr für das Change Management enthalten. Dieses Kontingent kann vom Kunden im Rahmen der Zweckbestimmung für „Changes“ nach eigenem Ermessen genutzt werden. Die Nutzung des Kontingents setzt eine Abforderung mindestens 10 Werktagen im Voraus.

Für die Anwenderbetreuung geht EASY ebenfalls von einem durchschnittlichen Aufwand im Monat aus. Auch dieses Kontingent kann vom Kunden im Rahmen der Zweckbestimmung für „Anwenderbetreuung“ nach eigenem Ermessen genutzt werden.

Die in den Monatspauschalen inkludierten Tage sind in der Tabelle aufgeführt, die in **Anlagenpaket, Teil 6** (In Monatsvergütungen inkludierte Aufwände) enthalten ist.

Nichtgenutzte Kontingente verfallen mit Ablauf des jeweiligen Vertragsjahres und der Kunde hat keinen Anspruch auf Rückerstattung.

Zusätzliche Tage für „Changes“ und „Anwenderbetreuung“ und weitere, nicht in den Pauschalen enthaltene Dienstleistungen können den Tagessätzen bei EASY beauftragt werden (Angaben netto zzgl. gesetzlicher MwSt.), die sich aus **Anlagenpaket, Teil 6** (Tagessätze), ergeben.

Reisezeiten werden pro An- und/oder Abreisetag bis zu max. 2 Std. pro Tag der genannten Tages-/Stundensätze vergütet.

6.3 Abrechnung, Zahlungsbedingungen, Fälligkeit

Alle Preise verstehen sich netto zuzüglich gesetzlicher Mehrwertsteuer.

Die Berechnung und Zahlung der Serviceleistungen erfolgt zu folgenden Zeitpunkten:

- (1) Die monatliche Vergütung für die EASY Managed Services wird von EASY jeweils monatlich im Voraus in Rechnung gestellt. Liegt der Vertragsbeginn innerhalb eines Monats, so wird die Vergütung abweichend von Satz 1 mit Vertragsbeginn anteilig bis zum nächsten Monat im Voraus in Rechnung gestellt.

- (2) Die Berechnung zusätzlicher Dienstleistungstage erfolgt monatlich nach Aufwand und Dienstleistungsnachweis (Aufstellung).
- (3) Die Berechnung von Reisekosten (Anreise, Übernachtung) erfolgt nach Aufwand. Bei Nutzung eines PkW sind 0,50 € je gefahrenen km berechenbar.

Die Vergütung ist innerhalb von 14 Tage nach Rechnungserhalt ohne Abzug zahlbar.

Eine vorausbezahlte oder bereits fällige Vergütung wird auch bei Nichtnutzung der Services innerhalb des vereinbarten Zeitraums nicht rückerstattet bzw. gutgeschrieben.

7 Vertragslaufzeit / Kündigung

7.1 Laufzeit und Kündigung

Der Vertrag hat eine Mindestlaufzeit von 24 Monaten, wenn die Parteien in der Bestellung/Auftragsbestätigung nichts anderes festlegen. Er verlängert sich jeweils um ein (1) weiteres Jahr, wenn er nicht durch eine der Vertragsparteien mit einer Kündigungsfrist von zwölf (12) Monaten zum Ende der Vertragslaufzeit (Anfangslaufzeit bzw. Verlängerungszeitraum) gekündigt wird. Das Recht zur außerordentlichen Kündigung aus wichtigem Grund wird hierdurch nicht berührt.

7.2 Außerordentliche Kündigung

Das Recht zur außerordentlichen Kündigung aus wichtigem Grund bleibt unberührt. Ein wichtiger Grund liegt insbesondere in folgenden Fällen vor:

- 7.2.1. Eine nachhaltige, d.h. trotz mehrfacher angemessener Fristsetzung mit Ablehnungsandrohung nicht abgestellte Schlechtleistung des AN entsprechend Ziff. 5.3. berechtigt den Kunden zur Kündigung.
- 7.2.2. Wenn der Kunde ohne das Einverständnis der EASY Änderungen an den unter Ziff. 2 definierten Programmen oder Skripten vornimmt oder durch Dritte vornehmen lässt.
- 7.2.3. Wenn über das ganze Vermögen oder Teile des Vermögens des Vertragspartners das Insolvenzverfahren beantragt, eröffnet oder die Eröffnung mangels Masse abgelehnt wird;
- 7.2.4. Wenn bei dem Vertragspartner ein Insolvenzgrund im Sinne der §§ 17 bis 19 InsO vorliegt;
- 7.2.5. Wenn sich die Vermögensverhältnisse des Vertragspartners derart verschlechtern, dass mit einer ordnungsgemäßen Vertragserfüllung nicht mehr gerechnet werden kann, auch wenn kein Insolvenzgrund im Sinne der §§ 17 bis 19 InsO vorliegt oder
- 7.2.6. der Kunde mit der Zahlung der geschuldeten Vergütung auf entsprechende Mahnung um mehr als zwei Monate oder mit einem Betrag, der zwei Monatsvergütungen entspricht, in Verzug ist.

7.3 Schriftform

Kündigungen haben schriftlich mittels Briefes zu erfolgen, wobei klargestellt wird, dass die elektronische Form (z. B. qualifiziert signierte E-Mail) oder die Textform (z.B. E-Mail, Fax, SMS) der Schriftform nicht genügen.

8 Haftungsbegrenzung

8.1 Schadenersatz

- 8.1.1. EASY haftet auf Schadenersatz nach den gesetzlichen Bestimmungen für die Verletzung von Leben, Körper oder Gesundheit.
- 8.1.2. Für einen Schaden, der auf eine vorsätzliche oder grob fahrlässige Pflichtverletzung des Auftragnehmers oder eines beauftragten Subunternehmers zurückzuführen ist, haftet der Auftragnehmer. Ferner haftet der Auftragnehmer unabhängig vom Grad des Verschuldens für Schäden aus der Verletzung des Lebens, des Körpers und der Gesundheit sowie verschuldensunabhängig für Schäden aus der Übernahme einer Garantie gemäß § 276 Abs. 1 BGB. Übernimmt der Auftragnehmer für bestimmte Eigenschaften der vertraglich geschuldeten Leistung eine Garantie, so ist eine solche Garantie nur dann verbindlich, wenn diese durch den Auftragnehmer schriftlich erklärt worden ist.
- 8.1.3. Soweit der Auftragnehmer nicht gemäß vorstehender Ziffer 8.1.1 und 8.1.2 1.Satz haftet, ist seine Haftung auf den vertragstypisch vorhersehbaren Schaden beschränkt, maximal jedoch auf die Höhe des Auftragswertes des jeweiligen Einzelvertrages. Für alle Schäden innerhalb eines Kalenderjahres haftet der Auftragnehmer jedoch höchstens (a) bis zu der in dem jeweiligen Kalenderjahr durch den Auftraggeber zu zahlenden brutto Vergütung bzw. (b) bis zu einer Höhe von 500.000,- EUR, je nachdem, welcher Betrag höher ist.
- 8.1.4. Soweit die Haftung nach 8.1 ausgeschlossen oder begrenzt ist, gilt dies auch für die persönliche Haftung der Organe des Auftragnehmers, der Angestellten, Arbeitnehmer, Mitarbeiter, Vertreter und Unterauftragnehmer des Auftragnehmers.
- 8.1.5. Die vertraglichen Haftungsansprüche nach 8.1 verjähren innerhalb von zwei Jahren
- 8.1.6. Die Haftung für einen eventuellen Datenverlust oder -beschädigung ist, soweit dem Auftraggeber die Datensicherung obliegt, auf den Aufwand beschränkt, der bei ordnungsgemäßer Datensicherung erforderlich wäre, um die Daten aus dem gesicherten Datenmaterial wiederherzustellen.

8.2 Sonstige Schäden

EASY haftet für sonstige Schäden ausschließlich nach den folgenden Bedingungen: Für Schäden aus einer einfach fahrlässigen Verletzung vertragswesentlicher Pflichten haftet EASY auf Schadenersatz begrenzt auf die Höhe des vorhersehbaren Schadens, mit dessen Eintritt bei Verträgen der vorliegenden Art typischerweise gerechnet werden musste. Als vertragswesentliche Pflicht im vorgenannten Sinn ist eine solche Pflicht zu verstehen, die für die Erreichung des Vertragszwecks wesentlich ist oder deren Erfüllung die ordnungsgemäße Durchführung des Vertrags erst ermöglicht und auf deren Einhaltung der Kunde regelmäßig vertrauen darf.

8.3 Die Parteien stimmen überein, dass die vom Kunden an EASY in den dem Schadensereignis vorangegangenen zwölf Monaten gezahlte Vergütung die Höhe des vorhersehbaren Schadens ist.

8.4 Die Haftung von EASY für indirekte und Folgeschäden, wie entgangenen Gewinn, Ausfallzeiten, Vermögensschäden, Datenverlust oder Datenbeschädigung ist ausgeschlossen.

8.5 Mitverschulden

Ein Mitverschulden des Kunden ist auf die Höhe eines etwaigen Schadenersatzanspruches anzurechnen. Insbesondere für die Wiederbeschaffung von Daten haftet EASY nur, soweit der Kunde alle seine erforderlichen und angemessenen Datensicherungsvorkehrungen und seine nach den anerkannten Regeln der Technik von ihm selbst geschuldeten Maßnahmen der IT-Sicherheit getroffen und sichergestellt hat, dass die Daten aus Datenmaterial, das in maschinenlesbarer Form bereitgehalten wird, mit vertretbarem Aufwand rekonstruiert werden können.

8.6 Ausschluss

Im Übrigen ist jegliche Haftung ausgeschlossen.

9 Verjährung

9.1 Nacherfüllung

Sofern nicht ein Fall von Vorsatz oder Arglist vorliegt, verjährt der Nacherfüllungsanspruch des Kunden wegen Mängeln der Dienstleistungen innerhalb von zwölf Monaten, beginnend mit der Leistungserbringung.

9.2 Schadenersatz

Außer in den Fällen von 8.1 verjähren Ansprüche des Kunden innerhalb von zwölf Monaten beginnend mit der Lieferung oder Leistung.

9.3 Abgrenzung zur Gewährleistung und Haftung für eingesetzte EASY-Software

Gewährleistungsansprüche, Verjährung und Haftung für beim Kunden eingesetzte EASY-Standardsoftware und -Projektentwicklungen sind nicht Gegenstand des vorliegenden Vertrags, sondern sind in den dazu gesondert abgeschlossenen Vereinbarungen und Geschäftsbedingungen geregelt.

10 Geheimhaltung und Datenschutz

10.1 Geheimhaltungsbedürftige Informationen

Die der jeweils anderen Partei im Rahmen der Durchführung des Vertrags mitgeteilten oder zur Kenntnis gelangten Informationen, Erkenntnisse, Ergebnisse, Daten und Unterlagen (im Folgenden als „Geheimhaltungsbedürftige Informationen“ bezeichnet) unterliegen der Geheimhaltung, unabhängig davon, wie diese verkörpert, auf welche Art und Weise die Weitergabe oder die Kenntnisnahme erfolgt (z.B. auch per unverschlüsselter E-Mail) oder ob sie ausdrücklich als geheimhaltungsbedürftig (z.B. "geheimhaltungsbedürftig" oder "geheim") gekennzeichnet sind. Dazu gehören insbesondere Know-how, Schutzrechte, Source Code und sonstiges geistiges Eigentum bzw. sonstige Arbeitsergebnisse, welche im Rahmen des Vertrages und/oder dessen Durchführung weitergegeben werden, andere, nicht öffentlich zugängliche Informationen, die die jeweilige Partei im Rahmen des Vertrags und/oder dessen Durchführung erlangt. Die Parteien verpflichten sich, die Geheimhaltungsbedürftigen Informationen im Sinne eines Geschäftsgeheimnisses nach dem GeschGehG geheim zu halten und nur für Zwecke dieses Vertrages und dessen Durchführung sowie nur in den in diesem Vertrag vorgesehenen Grenzen zu verwenden. Ihre unternehmensinterne Offenlegung ist auf das für die Durchführung des Vertrages erforderliche Maß zu beschränken ("need-to-know"). Das Recht auf Rückentwicklung nach dem GeschGehG ist ausgeschlossen. Die Parteien haben angemessene technische und organisatorische Maßnahmen zu treffen, um zu verhindern, dass Geheimhaltungsbedürftige Informationen Dritten zugänglich werden. Die Parteien sind verpflichtet, sicherzustellen, dass ihre Angestellten und Personen, die in Kenntnis der Geheimhaltungsbedürftigen Informationen kommen, entsprechend den vorliegenden Regelungen zur Geheimhaltung verpflichtet sind. Im Rahmen der gesetzlichen Möglichkeiten werden diese Pflichten auch für die Zeit nach dem Ausscheiden der Mitarbeitern der jeweiligen Partei auferlegt.

Die Pflicht zur Geheimhaltung und Nichtverwertung der Geheimhaltungsbedürftigen Informationen entfällt, soweit diese der jeweiligen Partei vor der Mitteilung nachweislich bekannt waren oder der Öffentlichkeit vor der Mitteilung bekannt oder allgemein zugänglich waren oder nach der Mitteilung ohne Verschulden der jeweiligen Partei bekannt werden oder im Wesentlichen Informationen entsprechen, die der jeweiligen

Partei zu irgendeinem Zeitpunkt von einem berechtigten Dritten offenbart oder zugänglich gemacht wurden.

Die Geheimhaltungspflichten bleiben nach Ende der Laufzeit des Vertrags, unabhängig von der Art der Beendigung, bis zum Ablauf von weiteren drei (3) Jahren in Kraft. Als Dritte im Sinne dieser Vorschrift gelten nicht die mit einer der Parteien im Sinne der §§ 15 ff. AktG verbundenen Unternehmen.

10.2 Rückgabe geheimhaltungsbedürftiger Informationen

Eventuell erhaltene geheimhaltungsbedürftige Informationen wird EASY bzw. der Kunde nach Beendigung ihrer Leistungen zurückgeben und alle verbliebenen Kopien löschen.

10.3 Datenschutz

Soweit EASY Kunde oder ein von ihr beauftragter Dritter im Rahmen der Vertragsdurchführung auf Speichermedien des Kunden zugreifen muss, stellt der Kunde sicher, dass ein Zugriff auf personenbezogenen Daten verhindert oder so gering wie möglich gehalten wird. Die EASY Kunde hat seine mit der Durchführung des Vertrages bestellten Erfüllungsgehilfen auf die Einhaltung der datenschutzrechtlichen Bestimmungen verpflichtet. Sollte der Zugriff über das oben beschriebene Maß als Nebenfolge der Vertragsdurchführung hinausgehen, wird der Kunde mit der EASY eine Vereinbarung zur Auftragsverarbeitung gemäß Art. 28 DSGVO abschließen. Es gilt dann der zwischen den Parteien abgeschlossene Vertrag zur Verarbeitung im Auftrag (nach DSGVO).

11 Abtretung

Die Abtretung oder Übertragung von Rechten und/oder Pflichten aus einem Vertrag durch den Kunden bedarf der Einwilligung von EASY. Davon ausgenommen ist die Abtretung oder Übertragung an eine andere juristische Einheit, die ein Unternehmen im Mehrheitsbesitz des Kunden i.S.d. §§ 16, 17 Abs. 2 AktG darstellt oder die Abtretung von Geldforderungen.

12 Schlussbestimmungen

Sämtliche Vereinbarungen, die eine Änderung, Ergänzung oder Konkretisierung dieses Vertrags darstellen, sind schriftlich niederzulegen und als **Anlagenpaket, Teil 7**, zum Bestandteil dieses Vertrages zu machen. Dies gilt auch für die Änderung bzw. Ergänzung dieser Schriftformklausel. Sollten einzelne Klauseln dieses Vertrages ganz oder teilweise unwirksam oder nicht durchführbar sein oder werden, so wird die Gültigkeit der übrigen Bestimmungen dadurch nicht berührt. Das Gleiche gilt für den Fall, dass dieser Vertrag eine Regelungslücke aufweist. Ergänzend zu diesem Vertrag gelten die Allgemeinen Geschäftsbedingungen der EASY SOFTWARE Kunde (<https://easy-software.com/de/contracts/agb/>). Gerichtsstand für alle Streitigkeiten aus diesem Vertrag ist Mülheim an der Ruhr. Es gilt das Recht der Bundesrepublik Deutschland.

Anlagenpaket Teile 1 bis 6
(falls benötigt ergänzt um Teil 7)