EASY SOFTWARE License Terms
Legal terms for Licensing and Maintenance of Software

General Provisions

§ 1 APPLICATION SCOPE

1.1. The terms below apply to the licensing of standard software and - if and as agreed - rendering professional services, such as customization of software for the Customer's purposes by EASY SOFTWARE AG (hereinafter referred to as EASY. Software customization in the context of this contract only refers to customizing standard software, not individual software. The term "software" hereinafter comprises both standard and customized standard software.

1.2. The terms and conditions below also apply to supporting the Customer in maintaining standard software (hereinafter referred to as "software maintenance") by EASY.

1.3. This Contract also applies to subsequent orders by the Customer, regardless whether the individual subsequent order expressly refers to the Terms and Conditions.

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

§ 2 CUSTOMER'S OBLIGATIONS TO COOPERATE

2.1. The Customer is obliged to support EASY with the performance of the agreed supplies and services in an appropriate manner. Regarding software maintenance and possibly agreed professional services, additional specific cooperation obligations apply.

2.2. The Customer is obliged to obtain all necessary rights concerning third-party hardware and software he uses from these third parties himself. This also applies in case EASY SOFTWARE enables indirect usage of third-party software.

2.3. The parties will attempt to define the Customer's obligations to cooperate prior to conclusion of the contract. If the parties are unable to do so, EASY will request the Customer in advance to render the necessary obligations to cooperate within an appropriate period. If the Customer fails to meet his obligation to cooperate in time in spite of a defined time or a timely request by EASY, EASY will be free of its duties for the period of the Customer's default. All deadlines will automatically be extended by the period of time which is caused by the Customer's default and in addition by an appropriate recovery period. EASY's further rights in case of the customer's default remain unaffected.

2.4. EASY is entitled to demand further appropriate cooperation from the Customer if such is necessary for EASY's rendering of services.

§ 3 SUBCONTRACTORS

3.1. EASY is entitled to make use of subcontractors, fully or in part, when performing its supplies and services.

3.2. EASY will inform the Customer of the subcontractors used upon the latter's request.

§ 4 RIGHTS OF USE, THIRD-PARTY RIGHTS

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

4.2. The Customer is entitled to use the software within a network or another multi-station computer system, so it can be executed at the same time or consecutively by more than one workstation, so-called multi-user application. The type and number of users authorized to access the software (clients) or another type of license metrics (e.g. number of servers, documents, pages, workflows, processes per period, files, or mailboxes) do not depend on the type and scope of software used pursuant to the respective Feature and Service Description and the scope laid down by EASY in the order confirmation. If the number of users authorized to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

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

4.4. Any use of the software that is in excess of the agreed scope (over-use), particularly using the software with more than the agreed number of users who have access, constitutes an infringement. The Customer must notify EASY immediately in writing of such over-use. If it transpires that when checking (paragraph 4.5) or otherwise that the use of the contractual software by the customer exceeds the contractual agreements, the Customer shall have the right to conclude a contract with EASY on increasing the scope of use. In this case, EASY reserves the right to not grant agreed discounts in excess of the quantity discounts provided for in the current price list. This does not affect EASY's right to claim indemnities.

4.5. EASY is entitled to review the usage of the software, which is subject the contract, once every year. In doing so, EASY is allowed, among others, to check the number of users to whom EASY grants the capability to access the software via interfaces. Other software- or hardware-specific usage criteria can be essential for the calculation of the remuneration if the written confirmation of order for the software, which is subject to the contract, explicitly provides for this. Checks will usually be based on the Customer's own reporting. In this regard, the Customer is obliged to disclose in written form the method that he used to collect the reported number of users. In addition, EASY may perform automated checks regarding the scope of use. If the software already contains a method of license auditing, EASY may use this method. The Customer has to provide EASY – if necessary - remote access to this method. Otherwise, the Customer has to enable setting up within a reasonable time a system- and application-specific program during license auditing, and cooperate with executing that program. EASY may perform on-site reviews if the Customer refuses a review, if the review does not provide meaningful results or if there are objective indications of a breach of contract by the Customer. The Customer is obliged to collaborate with EASY in an appropriate manner during the performance of such reviews; in particular, he must grant EASY insight into his systems to the necessary extent during the performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by reviews are the Customer's responsibility if the result of such reviews reveals a use that is a breach of contract. EASY may transfer the right to perform checks to third parties.

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

4.7. The Customer does not obtain further rights to the software than those referred to in clauses 4.1 to 4 6.

4.8. The Customer will not remove copyright notices and other ownership notices located on data media, in the program or in documentation.

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

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

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

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

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

4.10.4. the Customer grants EASY the opportunity to determine and execute the legal defense strategy, in particular by selecting attorneys and drafting writs. For this purpose, the Customer will deliver the necessary statements and grant powers of attorney. EASY will reasonably take the legitimate interests of the Customer into account during the legal defense.

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

4.11.1. provide the Customer with the rights that are required for the use, or

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

4.12. If EASY is unable to provide a workaround pursuant to clause 4.11, EASY may terminate the contract. Further rights of the Customer remain unaffected.

§ 5 ADDITIONAL PROVISIONS

The Customer additionally has to comply with the provisions of EASY's suppliers as listed in Attachment 1.

§ 6 DEADLINES AND DATES

6.1. Deadlines and dates for the performance of supplies and services by EASY are only binding if expressly agreed by the parties in writing.

6.2. Deadlines and dates automatically extend by the time of impairment, plus an

appropriate recovery period if

6.2.1. the Customer does not meet his obligations to cooperate in due time.

6.2.2. other impairments occur for which EASY is not responsible. EASY will immediately inform the Customer of the circumstances of any impairments and hence obstructions that may arise thereof, regardless of the type of impairment.

§ 7 CHANGES TO THE SUBJECT OF THE CONTRACT / CHANGE REQUESTS

7.1. Each party is authorized to request changes to the performance scope ("Change Request").

7.2. If the Customer demands a Change Request, EASY will assess the Change Request with regard to the effects on the agreed scope and, following this, submit a proposal for the implementation of the Change Request to the Customer which may include an additional fee. EASY is not obliged to submit a proposal in case of a Customer's Change Request.

7.3. If EASY wants to suggest a Change Request to the Customer, EASY will submit a corresponding offer to the Customer.

7.4. A Change Request will only become part of this contract when the Customer expressly orders it in writing. Following that order, the deadlines agreed upon between the parties and, if necessary, also the payment schedules will be changed pursuant to the specifications contained in the proposal for the Change Request.

§ 8 REMUNERATION AND TERMS OF PAYMENT

8.1. For licensing software the Customer will pay the license fee to EASY, as defined in the respective License Overview (order confirmation).

8.2. Remuneration for professional services provided by EASY as well as services carried out as part of maintenance is based on time and material pursuant to the most recent EASY price list unless other arrangements have been made in writing.

8.3. The amount of remuneration which is payable annually by the Customer to EASY for software maintenance results from the Information on Software Maintenance. If the Customer acquires more licenses, modules or other software, the remuneration for software maintenance will be adjusted accordingly.

8.4. Remuneration is due on the billing date.

8.4.1. Remuneration for software licensing will be billed by EASY upon delivery of the software.

8.4.2. Remuneration for professional services will be billed by EASY on a monthly basis in arrears.

8.4.3. Remuneration for recurring services will be billed by EASY in advance.

8.5. The term of payment is 14 days from the billing date.

8.6. All prices apply in addition to the accruing costs for postage, packaging, insurance, travel expenses and other allowable expenses as well as the applicable sales tax/VAT.

§ 9 WARRANTY

9.1. In case of defects of the contractual services, in particular the software and its documentation, the Customer shall report this immediately and provide information known to be relevant for identifying the defect.

9.2. Rectification shall be to the choice of EASY in the form of remedying the defect or new delivery.

9.3. If EASY does not succeed with rectification within a reasonable period (usually at least two (2) weeks) more than twice (2x), the Customer may reduce the price or withdraw (zurücktreten) from or terminate the contract. However, the right to withdraw (Recht zum Rücktritt) from the software licensing contract or to terminate the software maintenance contract only applies to significant defects and if EASY failed to produce a workaround.

9.4. For the duration of the software maintenance contract, software defects will be remedied as part of software maintenance. This does not apply to defects with regard to professional services provided by EASY.

9.5. Warranty claims will lapse within the period stipulated in the General Terms and Conditions, beginning with deployment of the software or licensing of bug fixing or new release versions. Services subject to acceptance will begin to lapse upon acceptance of the service. In case of fraudulent intent, claims for damages from premeditated and grossly negligent action, as well as accepting a warranty, the statutory warranty provisions remain unaffected.

9.6. If scripting by the Customer causes a discrepancy between the actual and the agreed functionality of the software, that discrepancy will not be classified as a software defect. The Customer will perform scripting at his own responsibility and his own risk.

§ 10 LIMITED LIABILITY

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

10.2. In the event of simple negligence, EASY shall be liable only in the event of violating material contractual obligations and limited to the amount of the predictable damage whose occurrence can be typically anticipated for contracts of this type. Essential contractual obligations within the above

meaning are those obligations that are essential to achieving the purpose of the contract or whose fulfillment enables the proper implementation of the contract and adherence to which the customer may typically rely upon on a regular basis. The foreseeable typical contractual damage is such which can be typically expected in usual damage progression.

10.3. Apart from that, liability by EASY is precluded.

10.4. Except in the cases according to 10.1, damage claims by the Customer will lapse within the period stipulated in the General Terms and Conditions to be applied from the gaining knowledge, but not later than 10 years after those claims arose. In cases according to clause 10.1 the legal statute of limitations shall apply.

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

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

10.7. Contributory negligence of the Customer must be charged up against the amount of potential damage claims. EASY shall be liable for data recovery only if the Customer has performed all standard and adequate backup and security precautions. The Customer must ensure that the data to be recovered is contained in machine-readable format and that it can be recovered with minimum effort. EASY's liability is limited to the expenses required for the data recovery.

10.8. With regard to scan functions of the software (software that performs electronic capture of paper documents and their conversion into machine-readable data material), the Customer must ensure that the data exists until it is converted trouble-free into machine-readable format on available physically data material.

§ 11 THE RIGHT TO REVIEW WHEN SELLING ORACLE PRODUCTS

11.1. The Customer will, upon request by EASY, enable reviewing the proper use of software that contains Oracle components. This particularly includes reviewing whether the Customer is using the program, in terms of quality and quantity, in accordance with the purchased licenses. The Customer will report to EASY about this; he will grant an insight into the relevant documents as well as enable the review of the hardware and software environment used. EASY may conduct reviews in the rooms on the Customer's site, during the latter's regular business hours, or allow third parties pledged to non-disclosure to conduct these. EASY will ensure that the Customer's business operations will be disrupted by his activities on-site as little as possible.

11.2. EASY may report the results of its reviews to Oracle.

§ 12 EXPORT REGULATIONS

EASY software may be subject to export control legislation, standards, provisions, limitations and national security checks of the Federal Republic of Germany, the European Union and/or the United States of America. The Customer is obliged to observe possible restrictions that may derive from those measures and, if necessary, acquire independently the required permissions. The Customer shall indemnify EASY from all consequences resulting from a violation of this provision.

§ 13 FINAL PROVISIONS

13.1. Contracts and contract amendments, contract-related declarations, notifications, and documentation as well as other legal transactions to which no special legal written form requirements apply must be in writing unless the Parties agree on different, additional formalities. In addition to the written forms specified in Clauses 126, 126a, 126b of BGB (German Civil Code), contractual declarations using electronic signature (Clause 127 of German Civil Code) also satisfy the written form. This also applies to modifying a written form provision.

13.2. If individual clauses of these license terms are or become wholly or partially ineffective or non-executable, this will not affect the validity of the remaining provisions.

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

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

ADDITIONAL PROVISIONS

The following provisions apply in addition, depending on the type of service that the Customer receives from EASY.

PROVISION OF SOFTWARE FOR ONE-OFF REMUNERATION

(SOFTWARE PURCHASE)

§ 14 EASY'S OBLIGATIONS IN CASE OF SOFTWARE PURCHASE

14.1. EASY grants the customer the right of use according to § 15 for paying a one-off fee. §§ 4 and 5 of these license terms and the scope described in an individual contractual license overview, as well as the scope of the description of functionality and services for the software sold apply. When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

14.2. EASY shall, if and as agreed, customize the software by providing professional services.

14.3. EASY shall deploy the software in object code and in a ready-to-install format to the Customer. EASY shall not provide source code to the Customer.

14.4. Upon the Customer's request, EASY shall carry out initial training on the software's use for the Customer's employees for a separate fee.

§ 15 GRANTING RIGHTS WHEN PURCHASING SOFTWARE

15.1 The Customer shall be granted, subject to the condition precedent of full payment, the non-exclusive, unlimited and thus, in terms of time, transferable to third parties only when relinquishing own utilization, unrestricted right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope.

15.2 The Customer may sub-license the right to use thus granted (including the content limited according to para. 15.1) in case EASY has expressly granted this in the order confirmation or the license receipt.

SOFTWARE MAINTENANCE
§ 16 SUBJECT OF SOFTWARE MAINTENANCE

16.1. The services rendered by EASY, described in the performance description Software maintenance, are the subject of software maintenance.

16.2. EASY shall provide the software in object code and in a ready-to-install format to the Customer as part of software maintenance. EASY shall not provide source code to the Customer as part of software maintenance.

16.3. The contractual standard software maintenance services provided by EASY do not include, in particular, the following services ("Additional Services"):

16 3.1. Maintenance services outside the following business hours: working days (Monday through Friday) between 9 a.m. and 5 p.m., except for German Federal and North Rhine Westphalian public holidays, as well as Christmas Eve (December 24) and New Year's Eve (December 31).

16 3 2. Maintenance services that can only be provided at the software's installation site.

16 3 3. Services that are necessary when using the software in a hardware and software environment other than recommended by EASY.

16 3.4. Services due to scripting: Inasmuch as the software contains interfaces which enable scripting by the Customer and the Customer performs scripting by himself or a third party, maintenance services that become necessary due to the previous named actions are not part of this contract.

16 3 5. Services that are based on other customizations which are not authorized by EASY or changes to the software's program code made by the Customer or a third party.

16 3 6. Services regarding interoperability of the software with third-party software which is not part of this contract.

16 3.7. Services for the software which become necessary through improper use and/or through breach of the Customer's auxiliary obligations (Obliegenheitsverletzung, e.g. ignoring user documentation (e.g. operator errors).

16 3 8. Services for hardware, operating systems, networks, or for software from third-party manufacturers.

16.4. Additional services, particularly services related to the software, which become necessary owing to scripting, non-authorized changes to the software, or improper use, as well as the error or disruption analysis preceding this, shall be provided by EASY only for separate remuneration. EASY is not obliged to provide such.

§ 17 ADDITIONAL CUSTOMER'S OBLIGATIONS TO COOPERATE FOR SOFTWARE MAINTENANCE

17.1. The Customer must ensure appropriate backup. This affects the software and other programs which are not subject to this contract, as well as the Customer's data. Only when the Customer becomes aware of pending disruption and troubleshooting activities by EASY shall the Customer check whether a current backup is available; otherwise, the Customer will ensure in time such measure prior to the respective action by EASY.

17.2. The Customer will ensure to offer appropriate training courses available for those employees who use the software, and keep those employees up-to-date as required for using the software during the contractual period.

§ 18 REMUNERATION, BILLING, CHANGES

18.1. EASY may announce changes regarding the software maintenance fee in writing by giving four months' notice to the end of a calendar year. In that case, the new remuneration will be valid from January 1 of the following calendar year unless the Customer previously terminates the maintenance

contract according to clause 20 2. EASY will refer the Customer to that option when announcing the fee.

18.2. Billing for software maintenance takes place annually on January 01 of a calendar year for a period of 12 months in advance. If the contract start date is after January 1, EASY will bill the annual maintenance fee partially until December 31 of that calendar year in advance.

§ 19 END OF LIFE (EQL)

19.1. EASY software is subject to constant technological progress. In isolated cases, this may cause changes to the software in such a manner that the software is completely replaced in terms of functionality by a new product or a new solution ("successor"). In that case, the successor will replace the software. The Customer is not entitled to a license for the successor. To clarify, the parties hereby agree that an innovation which is only a new release version does not constitute a successor.

19.2. EASY shall inform the Customer of its planned changes to the software product suite via the EASY Newsletter and via its home page on a regular basis. If the EASY software
19.2.1. is replaced by a successor or
19.2.2. if it is no longer developed and therefore discontinued,
EASY must announce this measure by giving six (6) months' written notice ("End of Life").

19.3. At the same time, the written announcement of the "End of Life" constitutes ordinary termination of software maintenance for the corresponding software at the next possible date. EASY will inform the Customer in its written announcement about options for updates or migration to a current successor.

§ 20 TERM OF CONTRACT/TERMINATION

20.1. The term of the software maintenance contract begins with deployment of the software to the Customer. Deployment may be through EASY or a third party authorized by EASY.

20.2. The software maintenance contract ends December 31 of the calendar year that follows two years to the year the contract became effective (example: if the contract starts July 15, 2017, it will end December 31, 2019). The contract will be extended by one (1) year unless it is terminated by a party by giving three (3) months' notice prior to the end of the respective term.

20.3. The right to terminate a contract for good cause remains unaffected. From EASY's viewpoint, good cause exists particularly when
20.3.1. the Customer materially violates his contractual duties, particularly when the Customer performs illegal changes to the software by himself or through third parties;
20.3.2. an insolvency cause within the context of Sections 17 to 19 of the German Insolvency Code (InsO) exists with the Customer;
20.3.3. the Customer's financial situation deteriorates in such a manner that proper fulfillment of the contract can no longer be expected, even if there is no insolvency cause within the meaning of Sections 17 to 19 InsO, or when
20.3.4. the Customer is in arrears paying the owed remuneration for more than two months or a total amount that equals the remuneration for two months.

20.4. Terminations must be in writing via registered letter with advice of delivery.

PROFESSIONAL SERVICES
§ 21 PROFESSIONAL SERVICES

21.1. If the Customer instructs EASY to provide professional services, such as customization of the software, the parties shall conclude the actually owed services in a separate agreement. For this purpose, the parties will typically agree on the following:
21.1.1. Tasks and objectives of the professional services;
21.1.2. Nature and extent of the professional services; if necessary, in the form of a detailed to-do list;
21.1.3. Expected start and end dates of rendered service;
21.1.4. Specification of the Customer's obligations to cooperate;
21.1.5. Remuneration.

21.2. The separate agreement notwithstanding, the following provisions apply if EASY provides professional services.

§ 22 CUSTOMER'S OBLIGATIONS TO COOPERATE

22.1. If the Customer instructs EASY to provide professional services, the Customer's obligations to cooperate include in particular
22.1.1. providing information regarding processing of data and organization of projects which are necessary for the agreed services;
22.1.2. providing a hardware and software environment, including a development, test and production environment that equals the minimum requirements listed in the EASY software description; if a change of the environment becomes necessary due to a change to and an improvement of the software with the same functionality which is marked by the addition to and or change of the secondary digits of the software's version number (e.g. from 3 0 to 3.1) (so-called release), the Customer will have to execute this change in his environment;
22.1.3. providing test data in compliance with data protection law;
22.1.4. enabling remote access to the Customer's systems;
22.1.5. other necessary technical facilities required for EASY to provide the

services, e. g. power supply, telephone connections, data transmission lines, and programs.

§ 23 GRANTING RIGHTS WITH PROFESSIONAL SERVICES

23.1. Concerning professional services, the following shall apply to the work results in addition to clause 4:

23.2. Concerning all work results produced for the Customer as part of the professional services, EASY grants the Customer an irrevocable and permanent right of use.

23.3. The right to use granted entitles the Customer to use the work results only for his own purposes within his company. The right includes the right to copy but not to modify, amend or decompile to the extent such use would exceed Section 69c UrhG. The Customer is not allowed to sell or distribute the right to use or the services provided by EASY.

23.4. The rights granted are non-exclusive. EASY reserves the right to use the work results other than in the context of this Agreement and for different purposes as well as to utilize, modify and further develop the work results.

23.5. The rights are granted by EASY subject to the condition precedent of full payment of the agreed remuneration by the Customer. In the event of partial deliveries the condition precedent applies to the payment of partial remuneration.

23.6. Inasmuch as EASY requires intellectual property, in particular copyrighted works and know-how from the Customer for rendering its professional services, the Customer shall grant EASY a non-transferable and non-sublicensable right to use for the term of the Agreement and solely for the purpose of performance of its obligations.

Appendix 1: Provisions of EASY's vendors

Appendix 2: Special provisions on maintenance of products and services for the contractor's SAP systems rendered through the use of EASY PCM Process2Go® and EASY PCM Process2Design® from EASY SOFTWARE AG.

EASY SOFTWARE

Attachment 1 of license terms - vendors to EASY

§ 1 APPLICABILITY

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

§ 2 ADDITIONAL LICENSE TERMS FOR EASY SOFTWARE THAT CONTAINS ABBYY SDK FROM ABBYY EUROPE GMBH

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

2.2. The Customer is not allowed to perform or to enable third parties to perform these actions:

2.2.1. Disassemble or decompile (i e. reverse translation of object code to source code) ABBYY SDK (applications, databases, and other ABBYY SDK components), except and only to the extent that such activity is expressly permitted by applicable law despite this limitation.

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

2.2.3. Transfer any rights granted to the Customer hereby, and other rights related to ABBYY SDK to third parties.

2.2.4. Enable users not entitled to use ABBYY SDK and work in the same multi-user system as the Customer to use ABBYY SDK.

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

2.3. Adobe PDF Library

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

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

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

2.3.4. License for fonts. If the EASY software or Adobe software integrated into the EASY software includes font software, the Customer is allowed to embed the font software, or parts thereof, into his electronic documents inasmuch as that the font vendor copyright owner permits such embedding. The fonts contained in this package may contain both Adobe fonts and fonts from other providers. The Customer is entitled to fully embed any font owned by Adobe.

2.3.5. Warranty. ABBY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE RESULTS THE CUSTOMER MAY OBTA N BY USING THE ADOBE SOFTWARE NTEGRATED INTO THE SOFTWARE.

2.3.6. THE FOREGOING PROVISIONS INCLUDE THE SOLE AND EXCLUSIVE REMEDIES FOR ABBYY'S BREACH OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTY INDICATED IN SECTION 2.4 5. OF THIS LICENSE AGREEMENT, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUD NG ANY LOST PROFITS OR LOST SAV NGS, EVEN IF AN

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§ 3 ADDITIONAL LICENSE TERMS FOR EASY SOFTWARE THAT CONTAINS ORACLE PRODUCTS

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

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

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

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

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

3.6. Transferring programs is not permitted, except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device.

3.7. Ceding or transferring the programs and/or services ordered or an interest in them to another individual or entity is not permitted (if the Customer grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or services.)

3.8. It is not permitted to:

    3.8.1. use the program for rental, time-sharing, service bureau, subscription, hosting or outsourcing purposes,

    3.8.2. remove or modify any program copyright notes or any other notes by Oracle or its licensors,

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

    3.8.4. transfer titles to the programs to the Customer or third parties.

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

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

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

    3.10 2. lost profits, revenues, data or data uses caused through the use of the programs.

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

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

3.13. The programs are subject to a restricted license and can only be used in combination with the EASY software.

3.14. The Customer is not allowed to modify the programs.

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

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

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

§ 4 ADDITIONAL LICENSE TERMS FOR EASY SOFTWARE THAT CONTAINS OPEN SOURCE PRODUCTS

4.1 Type and scope of the Open Source Software (OSS) used in the licensed software product, as well as the OSS license terms that apply to its use are listed product- and release-specifically in a file contained in the respective installation package.

4.2 This information by EASY on OSS compliance of its software are free to the licensee for use and must be considered.

Attachment 2 of license terms -
Special provisions on maintenance of products and services for the contractor's SAP systems rendered through the use of EASY PCM Process2Go® and EASY PCM Process2Design® from EASY SOFTWARE AG

§ 1 SUBJECT OF SERVICE

1.1. EASY will provide maintenance for the software listed in the order confirmation from the licensee (hereinafter referred to as Customer), using EASY PCM Process2Go® and EASY PCM Process2Design® from EASY SOFTWARE AG.
The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2. For maintaining products using EASY PCM Process2Go® and EASY PCM Process2Design® from EASY SOFTWARE AG the following provisions override the provisions of §16 of the License Terms. The respective order confirmation will refer to the overriding validity. Apart from that, these license terms including their Attachment 1 apply unqualified.

§ 2 SYSTEM MAINTENANCE SCOPE

2.1. Terminology
Working day: Monday through Friday, 8 00 a.m. to 06:00 p.m., excluding German public holidays.
Response: Incorporation and analysis of reported problem or determining the cause of the problem.
Response time: The time between reporting and initial response, when verified during a working day (period of time until initial professional reply).
Release change or update: Installing the next-higher software version, when verifying against the installed software version.
P1 – system problem: system downtime, i.e. outage of the entire system, production is no longer possible.
P2 – system problem: critical system state, outage of a relevant subsystem, limited production is possible.
P3 – system problem: outage of uncritical system components, no relevant problem with production mode.

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 are named by the Customer not later than one month after concluding the maintenance contract.

2.3. Maintenance service
EASY will perform the following professional services for the software products and developments listed in the order confirmation.
Software maintenance: Free delivery of software updates and upgrades of the software licenses listed in the order confirmation.
The provisions from the respective manufacturers, which have been listed separately in an appendix to the order confirmation, apply for maintaining the shipped software by third parties listed separately in the order confirmation.
Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.
Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.
Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4. Preclusion
Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.
Professional services do not include:

- Installation for the purpose of first-time restoration of operations readiness and performing installation of updates
- Developing software programs that have functions other than those specified in the product description
- Familiarizing and training the Customer
- Correction of malfunctions and consulting on errors that are tracked to incorrect operation by the Customer
- Restoring data sets and system environments not specifically caused by intervention on the part of EASY.

§ 3 CUSTOMER'S RIGHTS AND DUTIES

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

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

perform himself only on instructions given by EASY.

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

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

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

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

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

§ 4 EASY'S RIGHTS AND DUTIES

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

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

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

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

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

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

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

§ 5 MAINTENANCE FEES

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

5.2. Services for fixing errors not caused by EASY must be billed separately.

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

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

§ 6 INTERVENTIONS IN THE SYSTEM

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

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

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

§ 7 MAINTENANCE START DATE

The Parties shall determine the date on which the maintenance contract applies in the corresponding order confirmation.

- End -