



## License Terms for EASY for SAP

### General Provisions

EASY SOFTWARE AG (EASY) shall grant the Licensee (Customer), subject to the condition precedent of full payment of the license fee, the non-exclusive, unlimited 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 (usage rights).

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

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

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

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

### § 1 Basis for Licensing (Metrics)

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

#### 1.1 Permission objects

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

- S\_WFAR\_OBJ Permissions for accessing documents
- S\_WFAR\_PRI Permission for accessing print lists
- S\_ARCHIVE Data Archiving

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

#### 1.2 Named or Concurrent Users

Permission to use can be purchased

- 1.2.1 for known SAP dialog users (Named User) or
- 1.2.2 for a wide range of natural entities (Concurrent User) managed as SAP dialog users in the 1 9 key (a Concurrent User corresponds to the permission to use for nine SAP dialog users)

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

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

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

"Hybrid forms" of 1 2.1 and 1 2.2 are possible (e.g. Defined Concurrent User). A "hybrid form" must, however, be the unique result of a price list line referenced in the order confirmation of EASY SOFTWARE AG and the license metrics specified in greater detail therein.

Amendment to 1 2 2 (Concurrent User):

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

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

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

#### 1.3 Client reference and employee property

A license is issued for the software buyer, usually a legal entity, as the licensee.

What is crucial for licensing natural entities managed as SAP dialog users is in which legal entity capacity they are employed or otherwise full-time or part-time employees (limited company, public limited company, limited partnership, and the like). Referring to SAP clients is not really required here, so the software buyer may use the license also for multiple clients if these refer to the same legal entity. Group licenses or the capability of sublicensing to other legal entities within or outside of a group of companies must be separately agreed; they are not the subject of a standard license.

#### 1.4 Notes

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

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

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

### § 2 Usage Scope and Extensions

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

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

2.3 EASY may review the usage of the software which is subject the contract once a 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 order confirmation for the software, which is subject to the contract, explicitly provides for this. Checks will usually be based on the Customer's own reporting. In this regard, the Customer is obliged to disclose in written form the method that he used to collect the reported number of users.

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

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

2.6 EASY may 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



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performance of remote reviews and on-site reviews. Reviews made on-site will be announced by EASY within a reasonable period. EASY will reasonably take into account the Customer's confidentiality interests as well as his business operations. Costs caused by checks are the Customer's responsibility if the result of such reviews reveals a use that is a breach of contract. EASY may transfer the right to perform checks to third parties.

- 2.7 In all cases where his permission to use is terminated (e.g. by withdrawing (Rücktritt) from the contract), the Customer will stop using the software and immediately return it as well as all other ceded contractual items if necessary and delete all copies unless he is legally obliged to a longer retention. He will then reassure EASY in writing the fulfillment of this duty.
- 2.8 EASY ensures that the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the costs of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (RVG). The 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 acknowledgement (Anerkenntnis) or engages in actions that are similar to those named before,
  - the Customer supports EASY to the necessary extent with the legal defense against a third party, in particular by providing information, and
  - the Customer grants EASY the possibility to determine and execute the legal defense strategy, 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.
- 2.9 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
- provide the Customer with the rights that are required for the use, or
  - modify the respective software in such manner that its usage is not restricted and EASY's obligations are not modified, whereby third party rights are no longer affected.
- 2.10 If EASY is unable to provide a workaround, EASY may terminate the contract. Additional rights of the Customer remain unaffected

## § 3 Other Usage Rights

- 3.1 The Customer may copy the software inasmuch as the respective copying is required for its intended use. The required copying includes installing the software on the hardware used, as well as loading the software to the memory for the purpose of executing the software. Unless specifically agreed otherwise, the Customer may produce and store a single backup copy only which must be marked as backup copy of the licensed software.
- 3.2 The Customer is entitled to use the software within a network or another multi-station computer system, so that it can be executed at the same time or successively by more than one workstation, so-called multi-user application. The type and number of users authorized to access the software (clients) or another type of license metrics (e.g. number of servers, documents, pages, workflows, processes per period, files, or mailboxes) 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.
- 3.3 Except in cases of Section 69e German Copyright Act (UrhG), the Customer is not allowed to decompile the software. This does not include additions and modifications of interfaces of the software if these are intended as an addition and / or modification by the Customer (so-called scripting). Scripting in the above form is allowed.
- 3.4 The Customer will not be given additional rights to the software.
- 3.5 The Customer will not remove copyright notices and other ownership notices, which are placed on data media, in the program or in the documentation.

## § 4 Other General License Terms“

Supplementary and subordinate, the license terms of EASY SOFTWARE AG apply ([www.easy.de/license](http://www.easy.de/license))

Mülheim an der Ruhr (Germany), July 1, 2018