



**EASY SOFTWARE**

# **Terms and Conditions “Licensing”**

**Version: 1 January, 2022**

v2

**EASY SOFTWARE GROUP**

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

These Terms and Conditions "Licensing" represent a supplement to the General Terms and Conditions of EASY SOFTWARE (<https://easy-software.com/en/ag/contracts/gtc/> regarding EASY SOFTWARE AG or <https://easy-software.com/en/esd/contracts/gtc/> regarding EASY SOFTWARE Deutschland GmbH or <https://easy-software.com/us/contracts/gtc/> regarding EASY US or <https://easy-software.com/uk/contracts/gtc/> regarding EASY UK) and shall apply if the respective GTC refer specifically and unambiguously to these Terms and Conditions "Licensing".

The validity of these Terms and Conditions "Licensing" may be agreed independently by written legal declaration without reference to the aforementioned GTC or may be made valid by express reference to other Terms and Conditions.

In addition to the following provisions of the Terms and Conditions "Licensing", special license terms shall apply, which are summarized in the EASY Licensing Policy. This Policy is available at <https://easy-software.com/en/contracts/gtcl/policy/>.

## § 1 Rights of Use, Third-Party Rights

1.1. 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.

1.2. 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 (clients) authorized to access the software or another kind of license metric (e.g. number of server, documents, pages, workflows, processes per period, files or mail boxes) depend on the type and scope of the software used pursuant to the respective Feature and Performance Description and the scope laid down by EASY in the order confirmation. If for example 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.

1.3. For any agreed increase in the number of users with authorized access or any other kind of increase of usage based on the agreed license metric, the Customer has to pay a separate fee, pursuant to the respective price list that is valid at the time of the increase, which depends on the influencing factors (e.g. type and amount of the additionally authorized users). The Customer must submit in advance a written notice to EASY about the influencing factors for an increase of usage. The increase requires EASY's consent.

1.4. 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 1.5) 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.

1.5. 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 reportings. 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 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.

1.6. Except to the extent permissible under the applicable law, 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.

1.7. The Customer does not obtain further rights to the software than those referred to in clauses 1.1 to 1.6.

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

1.9. 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 confirm to EASY in writing the fulfillment of this duty.

## § 2 Additional provisions

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

## § 3 The right to review when selling Oracle products

3.1. The Customer will, upon request by EASY, enable reviewing of 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.

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

## **Provision of Software for one-off Remuneration (Software Purchase)**

### **§ 4 EASY's obligation in case of software purchase**

4.1. EASY grants the Customer the right of use according to § 5 for paying a one-off fee. §§ 1 and 2 of the General Terms and Conditions 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.

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

4.3. 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.

4.4. 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, which shall be agreed in writing.

### **§ 5 Granting rights when purchasing software**

5.1 The Customer shall be granted, subject to the condition precedent of full payment, the non-exclusive, unlimited and thus, in terms of time, unrestricted, only in case of giving up his own usage transferable right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope.

5.2. The Customer shall be entitled to sub-license right to use (§ 5.1) in case EASY admitted it via order confirmation or bill of license delivery.

## **Appendix of the General Terms and Conditions "Licensing"**

Provisions of EASY's vendors

### **§ 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. The following provisions shall only apply if Customer has actually licensed and uses the relevant products.

### **§ 2 Additional license terms for EASY SOFTWARE that contains Oracle products**

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

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

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

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

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

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

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

2.8. It is prohibited to:

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

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

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

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

2.9. 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.

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

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

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

2.11. 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.

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

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

2.14. The Customer may not modify the programs.

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

2.16. 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.

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

**§ 3 Additional License Terms for EASY Software that contains I.R.I.S. AG Products**

If I.R.I.S. AG products are licensed, the provisions of the I.R.I.S. AG End User License Agreement, which is attached to an EASY license offer or order confirmation and/or is available to the Customer in the delivered software or at <https://irisdatacapture.com> shall also apply.

**§ 4 Additional License Terms for EASY Software that contains Open Source Products (OSS)**

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 or updated on an accessible website.

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