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**General Terms and Conditions**


**"EASY Cloud Services”**


(General Cloud Service Conditions)


December 11, 2018
(in the version of January 15, 2023)


EASY SOFTWARE AG


https://easy-software.com/de/contracts/acb/

v1.0e

# General Terms and Conditions for "EASY Cloud Services"

These General Terms and Conditions for 'EASY Cloud Services' constitute an addition to the General Terms and Conditions. The General Terms and Conditions and these General Cloud Service Conditions, together with an Order/confirmation of Order and any accompanying or referenced attachments, constitute the contractual conditions (also referred to as "Agreement").

The General Cloud Service Terms can also be agreed upon independently.

## 1. Use of the Services

1.1 EASY provides the Customer with the EASY Cloud Services (the "Services") listed in their Order, in accordance with these contractual conditions and their Order. Unless otherwise agreed in these contractual conditions or in the Order, the Customer has the non-exclusive, worldwide right to use the Services during the period specified in their Order for their internal business operations, provided that they are not terminated earlier in accordance with these contractual conditions or the Order (the "Service Period "). The Customer may permit its users to use the Services for this purpose, and is responsible for ensuring that they comply with the provisions of these contractual conditions and their Order.

1.2 The Service Descriptions define and regulate the Services. EASY is entitled during the Service Period to update the Services and the Service Descriptions to account for, among other things, changes in relation to laws, regulations, rules, technology, industry practices, system usage behavior, and the availability of Third-Party content. However, such updates to the Services or the Service Descriptions by EASY will not substantially reduce the scope of performance, functionality, security, or availability of the Services during the Service Period of the Order.

1.3 The Customer is not permitted and may not cause or allow others to:

1.3.1 use the Services to harass people, cause damage or injury to persons or property, publish materials that are false, defamatory, harassing, or obscene, violate privacy rights, promote fanaticism, racism, hatred or suffering, send unsolicited bulk emails, "junk emails," "spam," or chain letters, infringe property rights, or otherwise violate applicable laws, regulations, or rules,

1.3.2 publish benchmark, availability, or performance tests of the Services or

1.3.3 perform network detection, port and service identification, vulnerability scans, password cracking, remote access, or penetration tests of the Services and disclose their results. In addition to other rights that EASY has under these contractual conditions and the Customer 's Order, EASY is entitled to take remedial actions in the event of a breach of the aforementioned principles. These remedial actions may include removing or disabling access to Services that are used in violation of these principles.

## 2. Compensation and Payment

2.1 The Customer 's Order becomes effective upon confirmation by EASY. The Order cannot be canceled after confirmation, and any amounts paid thereafter are non-refundable, except if otherwise provided in these contractual conditions or in the Customer 's Order.

2.2 If the Customer exceeds the quantity of ordered Services, the Customer must immediately purchase the excess quantity and pay the corresponding compensations for it.

## 3. Intellectual Property Rights and Limitations

3.1 The Customer retains all property rights and intellectual property rights of their content. EASY or its licensors (in case of using Third-Party cloud platforms) retain all property rights and intellectual property rights of the Services, any derivative works thereof, and all work results developed or provided by EASY or on its behalf under these contractual conditions.

3.2 The Customer may have access to Third-Party content through the use of the Services. Unless otherwise stipulated in the Order, all property rights and intellectual property rights in Third-Party content and the use of such

content are subject to separate provisions 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 their content (data) in Order to provide the Services in accordance with these contractual conditions and the Customer 's Order. The Customer shall be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of their content (data), as well as for obtaining all rights related to their content that EASY requires to provide the Services.

3.4 The Customer is not permitted and may not cause or allow others to:

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

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

3.4.3 sublicense, sell, transfer, assign, distribute, outsource, permit timesharing or service-sharing usage of the Services, commercially exploit, or make them available to Third-Parties, except as permitted by these contractual Conditions or the Customer's Order.

## 4. Confidentiality

The Customer's content (data) within the Services is considered confidential information, subject to the provisions in this section, the regulations of the General Terms and Conditions, and the Customer's Order. EASY, however, protects the confidentiality of such content as long as and to the extent that this information is located within the Services. EASY ensures confidential treatment of the Customer's content within the Services in accordance with EASY's IT security policies, as defined in the Service Descriptions applicable to the respective Order.

## 5. Protection of Content Processed by the Customer through the Cloud Services

5.1 In providing the Services, EASY adheres to the EASY Privacy Policies applicable to the ordered Services. They can be viewed at https://easy-software.com/en/ag/contracts/ppol/

5.2 Unless otherwise specified in the Customer 's Order, EASY will comply with the provisions of the General Data Protection Regulation (GDPR) Data Processing Agreement for EASY Cloud Services (the "Data Processing Agreement") by EASY.

The Data Processing Agreement can be viewed at
https://easy-software.com/en/ag/contracts/odpa/
https://easy-software.com/en/esd/contracts/odpa/ or
https://easy-software.com/en/eap/contracts/odpa/, and is incorporated into this Contract by reference in the Order and Order Confirmation. The Data Processing Agreement describes how EASY processes personal data provided by the Customer to EASY in the course of providing the Services. The Customer agrees to make all necessary notifications and obtain all consent and approvals required for the use and provision of the Services by EASY.

5.3 EASY protects the Customer 's content as set forth in the Service Descriptions; these outline the administrative, physical, technical, and other protective measures applied to the content within the Services, and describe other aspects of system administration applicable to the Services. EASY and the group companies of EASY SOFTWARE AG may perform certain aspects of the Services (e.g. administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or using subcontractors worldwide, while adhering to data protection requirements.

5.4 The Customer is responsible for security breaches and the consequences of such breaches arising from the Customer 's content, including viruses, trojans, or other harmful program routines contained in the Customer 's content (data), or resulting from the use of the Services in a manner not in accordance with the provisions of these Terms and Conditions. The Customer may disclose or transfer their content to Third-Parties; in the event of such disclosure or transfer, EASY bears no responsibility for the security or confidentiality of such content.

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5.5 Unless otherwise specified in the Customer's Order (including the agreed-upon Service Descriptions), the Customer 's content must not include health, payment, or similarly sensitive personal data that impose certain data security or data protection obligations for the processing of such data, which differ from the obligations set forth in the Service Descriptions. If EASY offers enhanced data security or data protection services for a specific type of data, the Customer may purchase these services from EASY.

**6. Service Disruption**

6.1 The Parties agree that the cloud services owed under these Terms and Conditions represent a multifaceted type of service and that in the event of any service issues, the application of the special warranty provisions of the law of obligations regulated in the German Civil Code would not do justice to the interests of the Parties. It is therefore agreed that in connection with service disruptions, only the following provisions apply.

6.2 EASY guarantees that EASY will provide the Services during the performance period with economically reasonable care and skill in all material respects as set out in the Service Descriptions.

EASY does not guarantee the error-free or uninterrupted provision of the Services or the correction of all errors in the Services or the fulfillment of Customer requirements or expectations through the Services. EASY is not responsible for issues related to the performance, functionality, or security of the Services that arise from the Customer 's content or Third-Party content, or from services provided by Third-Parties.

6.3 In the event of a service disruption, the Customer is obliged to promptly, but no later than two weeks after becoming aware, submit a written complaint to EASY, describing the error in the Services (including any possibly existing Service Request number). If such a complaint is omitted, claims and rights due to the respective service disruption, to the extent that it was recognizable for the Customer , are barred.

6.4 Upon a complaint according to section 6.3, the Customer is obliged to give EASY the opportunity to remedy the complained service disruption. If this is essentially successful, any breach of duty by EASY shall be deemed remedied. If, on the other hand, the service disruption cannot be remedied within a reasonable period of time, the Customer has the right to extraordinarily terminate the respective affected Order with an appropriate notice period. If EASY is responsible for the service disruption, the Customer is entitled to claim the damages incurred within the scope defined in Section 7 instead of or in addition to termination. All claims and rights due to a service disruption shall expire within six months from the time when the disruption was first reported or should have been reported according to Section 6.3.

**7. Limitation of Liability**

7.1 EASY is liable for damages (including expenses), regardless of the legal basis (e.g., from contractual or quasi-contractual obligations, breach of duty, or tort), only to the following extent:

7.1.1 In cases of injury to life, body, or health, for claims under the Product Liability Act, as well as in other cases where EASY's liability cannot be excluded or limited under mandatory law, EASY is liable in accordance with the statutory provisions.

7.1.2 For damages intentionally caused, EASY is liable in accordance with the statutory provisions.

7.1.3 In case of gross negligence by EASY's legal representatives and their executive employees, EASY is liable in accordance with the statutory provisions.

7.1.4 In the case of gross negligence by EASY's employees and vicarious agents, EASY is liable in accordance with the statutory provisions if a cardinal obligation has been violated; in case of a breach of a duty that is not a cardinal obligation, EASY's liability is limited to the contractually typical damage that was foreseeable when the Parties entered into the contract, but in any case, a maximum of 500,000 EUR. A cardinal obligation is a duty whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the Customer can regularly rely.

7.1.5 In case of slight negligence in breaching a cardinal obligation, EASY's liability is limited to the contract-typical damage that was foreseeable at the time of the conclusion of the contract. The Customer and EASY agree that the contract-typical and foreseeable damage shall in no case exceed the total amount of payments made during the twelve (12) months immediately preceding the event giving rise to the claim, under the Order from which the liability arises, for the services actually rendered.

7.1.6 Liability for damages independent of fault (e.g., according to § 536a paragraph 1 BGB (German Civil Code), if applicable) for service disruptions existing at the time of agreeing to these contract terms or the Customer Order is excluded.

7.1.7 In all other cases, liability of EASY is excluded. In particular, there is no liability for indirect financial damages. The Parties understand indirect damages to mean damages that a person familiar with the subject matter of the contract and exercising due care could not reasonably have expected (atypical damages, unforeseeable damages), consequential damages, in particular financial damages and consequential damages from defects, damages to Third-Party legal assets, damages resulting from a defect in a Third-Party system, loss of use, operational failure and interruption, increased operating costs, lost profit due to disrupted follow-up transactions and business (individually agreed upon here), restoration of lost data, punitive payments, and fines.

7.2 EASY reserves the right to claim contributory negligence. The Customer is, in particular, obligated to perform regular data backups and implement up-to-date antivirus protection in accordance with the current state of technology. Data backup must be carried out at application-appropriate intervals, but at least once a day, to ensure that data can be restored with reasonable effort. In the event of data loss for which EASY is responsible, EASY is only liable up to the amount of the expenses that would have been incurred with proper data backup and virus protection.

7.3 It is clarified that this section also applies to the extent that the legal basis for EASY's liability arises from data protection law or a data processing agreement (according to GDPR).

**8. Additional provisions on indemnification for intellectual property rights infringements.**

8.1 If EASY is the provider and exercises its right to terminate the license for services that are part of the Services according to the General Terms and Conditions and demands their return or cessation, including EASY software, EASY will refund unused fees that the Customer has paid in advance for these services. If such services involve Third-Party technology and the termination of the license by EASY is prohibited under the terms of the Third-Party license, EASY is entitled to terminate the services associated with such services by giving 30 days' notice in writing and to refund to the Customer any unused fees that the Customer has paid in advance for such services.

8.2 EASY does not indemnify the Customer if a claim for infringement is based on Third-Party content or materials originating from a Third-Party portal or other external source to which the Customer has access within or through the Services (e.g., a posting from a Third-Party blog or forum on social networks, a Third-Party website accessed via a hyperlink, marketing data from external data providers).

8.3 The term "User Documentation" in the General Terms and Conditions also includes the Service Descriptions referred to in the Customer 's Order for the services.

**9. Term and Termination**

9.1 The Services will be provided for the performance period specified in the Customer Order. If indicated in the Service Descriptions, the performance period for certain Services will be automatically extended for another performance period of equal duration, unless

9.1.1 the Customer notifies EASY in writing and no later than thirty (30) days before the end of the respective performance period of their intention not to renew these Services, or

9.1.2 EASY notifies the Customer in writing and no later than ninety (90) days before the end of the respective performance period of their intention not to renew these Cloud Services.

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

9.2.1 there is a significant threat to the functionality, security, integrity, or availability of the Services or content, data, or applications within the Services,

9.2.2 the Customer or their users access or use the Services to commit unauthorized actions, or

9.2.3 the principles of allowed scope of use regulated in these contract terms are violated.

If reasonably feasible and legally permissible, EASY will notify the Customer of such suspension in advance. EASY will take appropriate measures to promptly restore the Services once EASY has determined that the problem causing the suspension has been resolved. During the suspension period, EASY will make the Customer 's content (as available on the date of suspension) available. A suspension under this paragraph does not relieve the Customer of their obligation to make payments in accordance with these contract terms.

9.3 If EASY or the Customer breach material provisions of these contract terms or an Order (as indicated in the Terms and Conditions) and does not remedy this breach within thirty (30) days of receipt of a written warning, the respective other party is entitled to terminate the Order in which the breach of contract occurred. If EASY terminates the contract as provided in the preceding sentence, the Customer is obligated to pay days all amounts accrued up to such termination within 30, as well as all unpaid amounts for the Services in accordance with such an Order, plus taxes and expenses. Except for non-payment of compensation, the non-breaching Party may, at its sole discretion, agree to extend the 30-day period as long as the breaching Party continues to make reasonable efforts to remedy the breach. The Customer agrees not to use any Ordered Services if they are in default in remedying a breach within the meaning of the first sentence of this paragraph under these Terms and Conditions.

9.4 For a period of at least 60 days after the end of the Service Period, EASY will make the Customer's content (as available at the end of the Service Period) available to the Customer so that the Customer can retrieve it. After the expiration of this 60-day period and in accordance with any legal requirements, EASY will delete all of the Customer's content still present in the Services or otherwise make it inaccessible.

### 10. Third-Party Content, Services, and Websites

10.1 The Services may enable the Customer to link to, transmit their content or Third-Party content to, or access Third-Party websites, platforms, content, products, services, and information (collectively, "Third-Party Services"). EASY has no control over and is not responsible for such Third-Party Services. The Customer bears sole responsibility for complying with the access and usage terms of Third-Party Services. If EASY accesses or uses Third-Party Services at the Customer's request to provide the Services, the Customer is solely responsible for ensuring that this access and use, including through passwords, access data, or tokens issued to the Customer or otherwise made available to them, are permitted according to the access and usage terms of those Services. If the Customer transfers or has their content or Third-Party content transferred from the Services to a Third-Party Service or to another location, this transfer constitutes a distribution by the Customer, not by EASY.

10.2 Third-Party content made accessible by EASY is provided "as is" and "as available" without any warranty or guarantee. The Customer acknowledges and agrees that EASY is not responsible for Third-Party content and is not obligated to control, monitor, or correct it. EASY disclaims any liability for or in connection with Third-Party content.

10.3 The Customer acknowledges that the nature, type, quality, and availability of Third-Party content may change at any time during the Service Period.

### 11. Service Monitoring, Analytics, and EASY Software

11.1 The Services are continuously monitored by EASY to assist EASY in operating the Services, processing Customer's Service Requests, detecting and resolving threats to the functionality, security, integrity, and availability of the Services and content, data, or applications within the Services, as well as identifying and resolving unauthorized actions or violations of the Acceptable Use Policy. EASY's monitoring tools do not collect or store Customer's content within the Services, except as required for these purposes. Non-EASY software provided by the Customer or any of its users and stored in or executed through the Services is not monitored by EASY, and no related support tickets will be processed by EASY. Data collected by EASY's monitoring tools (excluding Customer 's content) may also be used to assist in managing EASY's product and service portfolio, improving products and services offered by EASY, and license management.

11.2 EASY is entitled to,

11.2.1 compile statistical and other information regarding performance, functionality, and usage of the Services, and

11.2.2 use data from the Services for security and operational management, and to create statistical analyses as well as for research and development purposes in aggregated form (provisions 11.2.1 and 11.2.2 are collectively referred to as "Performance Analytics").

EASY is authorized to make Performance Analytics publicly available. However, Performance Analytics will not contain the Customer's content, personal data, or confidential information of the Customer in a form that would identify the Customer or other individuals. EASY retains all intellectual property rights in the Performance Analytics.

11.3 EASY is entitled to provide the Customer with online access for downloading certain EASY software for use with the Services. If EASY licenses its own software to the Customer and does not specify separate terms for this software, then this EASY Software will be provided as part of the Services, and the Customer will have a non-exclusive, worldwide right to use this EASY Software in accordance with the provisions of these Terms and Conditions solely for their use of the Services. The Customer is entitled to permit its users to use the EASY software for this purpose and is responsible for ensuring their compliance with the license terms. Their right to use the EASY software terminates upon notice by EASY (by posting a notice on the Internet or otherwise) or upon the termination of the Services associated with the EASY Software, whichever event occurs first. Notwithstanding the foregoing, if EASY Software is licensed based on separate terms, the use of such software is subject to these separate terms exclusively.

### 12. Additional Export Conditions

The Customer acknowledges that the Services are designed to allow them and their users to access the Services and move or transfer their content between the Services and other locations, such as user workstations, regardless of location. The Customer alone is responsible for authorizing and managing user accounts, as well as export control and geographic relocation of their content.

### 13. Additional Provisions on Notices

13.1 All communications to the other Party required under these Terms and Conditions must be in writing.

13.2 EASY may create notices to its Services Customers in the form of general notices in an EASY Portal for the Services and send personally addressed notices to the Customer by email to the GDPR-compliant stored Customer email address or by postage-paid mail to the GDPR-compliant stored mailing address of the Customer.

### 14. Other

14.1 EASY is an independent contractor, and the Parties agree that there is no partnership, joint venture, or agency relationship between them.

14.2 EASY's business partners and other Third-Parties, including all Third-Parties with whom the Services have an integration or whom the Customer has engaged to provide consulting services, implementation services, or applications interacting with the Services, are independent of EASY and not agents of EASY. EASY is not liable or responsible for problems with the

Services or Customer content arising from the actions of such business partners or Third-Parties, unless the business partner or Third-Party provides Services as a subcontractor of EASY under an engagement according to these Terms and Conditions. In this case, EASY is only liable to the extent provided for subcontractors under these Terms and Conditions.

14.3 Before placing an Order subject to these Terms and Conditions, it is the Customer's sole responsibility to determine whether the Services meet the Customer's technical, business, or regulatory requirements. EASY will support the Customer in its efforts to determine whether the use of the standard Services meets these requirements. Additional compensation may apply for additional work or changes to the Services provided by EASY. The Customer bears sole responsibility for regulatory compliance in connection with their use of the Services.

14.4 Following written notice with a period of two (2) months and no more than once within twelve (12) months, EASY is entitled to verify whether the Customer complies with these Terms and Conditions and the provisions of the Customer Order. The Customer commits to cooperate with EASY during such audits, provide reasonable assistance, and grant access to information. A Customer's normal business operations will not be disproportionately disrupted by such an audit.

14.5 It is expressly agreed that the provisions of these Terms and Conditions and any Orders with EASY take precedence over any provisions that may be contained in non-EASY originating Order documents, portals, or other documents; such provisions have no validity for the Ordered Services. In case of contradictions between the provisions of an Order and these Terms and Conditions, the Order takes precedence. However, unless expressly stated otherwise in an Order, the provisions of the Data Processing Agreement take precedence over any deviating provisions in an Order. These Terms and Conditions and Orders issued thereunder may not be altered, and rights and restrictions may not be modified or waived unless in a text signed by authorized representatives of the Customer and EASY or accepted online. EASY is, however, entitled to update the Service Descriptions, including by publishing updated documents on EASY's websites. These Terms and Conditions do not establish any Third-Party rights.

### 15. Contract Definitions

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

15.2 "Program Documentation" refers to the user manuals, help windows, and readme files for the Services as well as any EASY software. The Customer can view the documentation at https://easy-software.com/en/service-description/, https://docs.easy-cloud.de/ (in German) or another internet address specified by EASY.

15.3 "Service Descriptions " refer to the following documents, which are applicable to the Ordered Services:

15.3.1 EASY Cloud Hosting Policies, the Program Documentation, the EASY Service Descriptions , and the GDPR Data Processing Agreement available at the links mentioned in section 5.2.

15.3.2 EASY's privacy policy available at https://easy-software.com/en/ag/contracts/ppol/.

15.3.3 All other EASY documents referred to in the Customer Order or which are part of the Customer 's Order. The following does not apply to Services that are not EASY Cloud Service offerings and are purchased with the Customer Order, such as Program Documentation and the Data Processing Agreement.

15.4 "Third-Party Content" refers to any software, data, text, images, audio and video materials, photographs, and other content and materials in any format that are sourced or derived from Third-Party sources outside of EASY and which the Customer can access in the course of or in connection with their use of the Services. Examples of Third-Party content include data feeds from social networking services, dictionaries, and marketing data. Third-Party Content also includes materials originating from Third-Parties, which are accessed or procured through the Customer's use of the Services or tools provided by EASY.

15.5 "Users" refers to those employees, contractors, and end-users who have been authorized by the Customer or on their behalf to use the Services in accordance with these contractual Terms and the Customer Order. For Services specifically designed to grant access to the Customer's clients, representatives, Customer's, suppliers, or other Third-Parties to the Cloud Services for interaction with the Customer, such Third-Parties are considered "Users," subject to the provisions of these contractual Terms and the Customer 's Order.

15.6 "Customer Content" refers to any software, data (including personal data within the meaning of the Data Processing Agreement for EASY Cloud Services, as described in these contractual Terms), text, images, audio and video materials, photographs, non-EASY applications or Third-Party applications, and other content and materials in any format, provided by you or your Users and stored in the Services or executed in or through the Services. Services subject to these contractual Terms, EASY Software, other EASY products and services, and EASY's intellectual property and any adaptations thereof are not included in the term "Content." Content also includes any Third-Party Content that the Customer incorporates into the Services through the use of the Services or tools provided by EASY.

### Attachments

The following special terms and conditions for Cloud Services supplement the General Terms and Conditions for EASY Cloud Services and take precedence over the General Terms and Conditions for EASY Cloud Services in the event of conflicting provisions.

**Attachment 1**
**License Terms for EASY Archive Cloud**
EASY Archive Cloud (since January 1, 2019)

**Attachment 2**
**License Terms for EASY for Exchange Cloud Services**
EASY for Exchange Cloud Services
(as of March 1, 2020)

**Attachment 3**
**License Terms for EASY HR Cloud Services**
EASY HR Cloud Services (since June 1, 2020)

**Attachment 4**
**License Terms for EASY for Dynamics 365 Business Central – Cloud Service**
EASY for Dynamics 365 Business Central – Cloud Service
(as of November 1, 2020)

**Attachment 5**
**License Terms for EASY for Dynamics 365**
**Finance and Operations – Cloud Service**
EASY for Dynamics 365 Finance and Operations – Cloud Service

(as of November 1, 2020)
**Attachment 6**
**License Terms for EASY Contract Cloud Services**
EASY Contract Cloud (since November 1, 2020)

**Attachment 7**
**License Terms for EASY Invoice Smart Cloud**

EASY Invoice Smart Cloud

(as of January 15, 2023)

**Attachment 8**

**Terms and Conditions for EASY Managed Service**

**Cloud Application Hosting**

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

**Attachments 9 and onwards**, see below

(if available)

# License Terms for
# EASY Archive Cloud Services

## 1. Subject matter

These license terms form the basis for the relationship between the parties regarding the use of one or more EASY Archive Cloud Services (Service) by the Customer, which are offered and operated as a rental solution (SaaS). They describe the framework conditions for the use of the EASY Archive Cloud Service, but not the possibly related services, unless it is initial setup or implementation services or technical support for the service.

## 2. Rights of use

2.1 EASY SOFTWARE AG grants the Customer the simple, non-transferable, and geographically unrestricted right to use the EASY Archive Cloud Service (Service) and the Service documentation exclusively for the processing of the Customer 's internal business transactions and those of its affiliated companies, in each case according to the contractual terms and the Service Description [see attachment below], during the term (§ 3).

2.2 The Customer may allow its authorized users (Users) to use the Service within the contractually agreed scope, according to the usage metrics and volumes agreed upon in the Order/confirmation of Order.

The access data for the Service may not be used multiple times or by multiple persons simultaneously. However, it can be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer is responsible for the actions and omissions of its authorized users, affiliated companies, and business partners as if they were its own actions and omissions and obligates them to use the Service and the Cloud Materials in accordance with the contract. Moreover, the Customer is prohibited from sublicensing, selling, leasing, renting or otherwise making the Service and Cloud Materials available to Third-Parties.
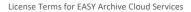
2.3 The Customer is prohibited from doing the following when using the Cloud Service:

2.3.1 Copying, translating, disassembling, decompiling, reverse engineering, or otherwise modifying the Service or documentation (in whole or in part) or creating derivative works thereof (unless permitted by mandatory law and technically possible). However, the documentation may be copied to the extent necessary for internal use; (b) using the Service in a manner that violates applicable law, particularly transmitting information and data that are unlawful or infringe Third-Party rights; and (c) jeopardizing or circumventing the operation or security of the Service.

2.3.2 The Customer is responsible for monitoring the use of the Service and must promptly report in writing any use that exceeds the contractual agreements, particularly the agreed usage metrics and volumes, to EASY SOFTWARE AG. In this case, the Customer is obligated to sign an extension agreement indicating the additional use and additional remuneration. The corresponding remuneration accrues from the day the exceedance occurs. EASY SOFTWARE AG is entitled to verify the contractual use of the Service, particularly compliance with the agreed usage metrics and volumes.

2.4 EASY SOFTWARE AG may temporarily suspend the Customer's access (in particular, usernames and passwords) to the Service for the purpose of averting damage, if and to the extent that there is a sufficient likelihood that further non-contractual use of the Cloud Service by the Customer, authorized users or a Third-Party using the Customer's access data could have a detrimental effect on the Service, an EASY Cloud Service or the Cloud Service of a Third-Party, or on other EASY Customer s or Third-Party rights in a manner that requires immediate action to avert damage.

EASY SOFTWARE AG will promptly notify the Customer of such suspension. To the extent circumstances permit, the Customer will be informed in advance in writing or by email. EASY SOFTWARE AG will limit the suspension in terms of duration and scope as reasonable under the circumstances of the individual case.

2.5 The Service may contain links to web services provided by Third-Parties, such as SAP or SAP partners, on external websites that can be accessed through the Cloud Service and are subject to the usage rules of these providers. EASY SOFTWARE AG only provides technical access to the content of such integrated services, and these Third-Parties are solely responsible for their content.

2.6 Authorized users can - if available - access services defined in the Service Description via mobile applications (mobile apps) that are provided through Third-Party websites such as the Apple App Store or the android-specific App Store. The use of these mobile applications themselves is subject to the terms agreed upon when downloading or accessing the mobile application, and not the regulations of these license terms.

## 3. Contract term and termination

3.1 The license agreement comes into effect upon the Customer's acceptance of an offer from EASY SOFTWARE AG (Order). EASY SOFTWARE AG confirms the conclusion with an Order confirmation.

3.2 The term and the start of use can be found in the offer from EASY SOFTWARE AG, which forms the basis of these license terms. The offered term is considered agreed upon acceptance of the offer and automatically extends after the expiration of the notice period by a period of another 12 months ("extended term"). The Customer is entitled (i) to terminate the usage contract in writing or (ii) to reduce the share of defined users and/or packages, with a notice period of 90 days before the expiration of the initial term or the respective extended term. The Customer's termination or reduction of the defined users/packages must be sent in writing to the address provided above. EASY SOFTWARE AG is entitled to terminate the usage contract in writing with a notice period of 90 days before the expiration of the initial term or the respective current extended term.

3.3  The termination must be in writing.

3.4 The parties reserve the right to terminate the usage contract for good cause. Important reasons for termination by EASY SOFTWARE AG include, in particular:

3.4.1 a significant breach of obligations from the supply or service contracts concluded within the framework of this contract, especially non-payment of claims;

3.4.2 serious contractual violations or breach of extrajudicial arrangements made together, leading to the loss of mutual trust or the basis of the business relationship;

3.4.3 application for the opening of insolvency proceedings, as well as rejection of the opening of insolvency proceedings due to lack of assets, or submission of an affidavit or a similar procedure;

3.4.5 complete or partial and substantial cessation of business activities, with an actual or foreseeable duration of more than 6 months.

3.5 In the period between the announcement and the effectiveness of the termination, as well as for a period of 30 days after the end of the contract, EASY SOFTWARE AG enables the return of Customer data from the Customer 's productive Cloud system to the Customer, if and insofar as the contracts concluded by the Customer and EASY SOFTWARE AG with Third-Parties (e.g., data center operators, SAP) permit this. Data that is still on the servers after the termination has taken effect, including Customer data, will be deleted permanently and irrevocably no later than 90 days later, unless such deletion is technically not permitted with Third-Parties (e.g., data center operators, SAP) or the continued storage of such data is required according to the parties' consistent opinion in

accordance with applicable laws and regulations. The Customer will take appropriate measures to ensure compliance with the necessary legal requirements for data retention, for example, by regularly backing up to their data storage devices. The Customer will also not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

3.6 In return, the Customer undertakes to return all EASY Cloud Service products in their possession (e.g., documentation that the Customer does not need for mandatory procedural documentation) or to grant EASY SOFTWARE AG the opportunity to take possession of the provided products after a reasonable period (maximum three months after the request).

**4. Fees, Service Packages & Licenses, Billing**

4.1 The Customer orders the Cloud Service from EASY SOFTWARE AG at a license fee according to the metric (e.g., number of users, files, other units, or data records) as agreed upon acceptance of the offer.

The license fee is to be paid in advance; this applies to both one-time fees and periodic usage fees. No discounts will be granted.

Payments are due 14 days after the beginning of the month. Upon due date, EASY SOFTWARE AG may charge default interest at the applicable statutory default interest rate.

4.2 All agreed remuneration is subject to the applicable value-added tax.

4.3 If the Customer requests additional services (e.g., more users), an amendment to the current license agreement will be made.

4.5 EASY SOFTWARE AG is obligated by SAP to verify the actual usage level by the Customer (e.g., active users of EASY Archive Cloud Services) against the background of the licensed users for leading IT systems (e.g., ERP systems such as SAP). This verification must be announced to the Customer in advance.

4.6 The use of Cloud Platform interfaces from Third-Party providers (platform operators) to connect EASY SOFTWARE AG's services by the Customer may require a separate agreement between the Customer and the platform operator and is therefore subject to the terms of the then-current price list of the platform operator. The type and amount of billing for using such an interface occur directly between the Customer and the platform operator unless the parties explicitly agree otherwise in writing.

4.7 EASY SOFTWARE AG reserves the right to temporarily suspend the access to EASY Archive Cloud Service in whole or in part until the payment has been made if the payment obligations towards EASY SOFTWARE AG are not met within 3 months after the payment deadline. EASY SOFTWARE AG will inform the Customer about such a step with a reasonable notice period.

4.8 The Customer can only offset claims with undisputed or legally established claims and can only base a right of retention on undisputed or legally established claims.

4.9 EASY SOFTWARE AG is entitled to increase the agreed prices for EASY Archive Cloud Services, subject to a 90-day advance notice period, by a written adjustment declaration at its reasonable discretion in accordance with the following principles:

4.9.1 The first price increase is limited to the percentage by which the index has cumulatively increased, based on the value of the index at the time the Order comes into effect. All subsequent price increases are limited to the percentage by which the index has cumulatively increased since then, based on the index level at the time of the previous price increase ("change frame").

4.9.2 For determining the change frame, the index of the average gross monthly earnings of full-time employees in Germany for the economic sector of providing information technology services (currently published quarterly by the Federal Statistical Office in Series 16, Volume 2.4, Group J 62) is to be used as a basis. If this index is no longer published, the index

published by the Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be used to determine the change frame.

4.9.3 Such an increase takes effect at the beginning of the next extension period of the Order.

4.9.4 In the event of a price increase, the Customer is entitled to terminate the respective license agreement affected by the increase with a 30-day notice period to EASY SOFTWARE AG. The termination takes effect at the end of the term of the agreement.

4.9.5 If there are changes in fees, EASY SOFTWARE AG will inform the Customer about such changes in advance. In the event of an increase of more than 5%, the Customer is entitled to terminate the license agreement or reject the increase within forty-five (45) days after being notified of the increase. The termination must be made in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the license agreement, observing a notice period of six (6) months.

**5. EASY Archive Cloud Service as a 'Supplement' or 'Add-on' to other Cloud Services of Third-Parties (platform operators)**

5.1 Platform operators allow, under certain conditions, the operation of independent software applications that supplement the platform operator's products on their cloud platform ("Supplements") and extensions ("Add-ons") for their cloud services that the Customer has specifically licensed.

5.2 A Third-Party platform operator may reserve the right to reject or revoke activation if it has reason to believe that the operation of a supplement or add-on may have negative effects on the Customer's cloud services or if there are other significant reasons.

5.3 EASY SOFTWARE AG does not guarantee the ability to activate a supplement or add-on in every future release of the Third-Party cloud application used by the Customer. EASY SOFTWARE AG does not guarantee that a supplement or add-on will be available permanently or without interruption. Except in the case of intent, EASY SOFTWARE AG is not liable for any damages to the Customer resulting from the use of the supplement or add-on.

5.4 The SLAs agreed upon for Third-Party cloud services do not apply to the operation of a partner supplement or add-on, unless the Customer has expressly agreed otherwise in writing with the platform operator or EASY SOFTWARE AG.

**6. Service Level, Maintenance Windows, and Support**

The availability of the EASY Archive Cloud Service, the service level and maintenance windows, as well as the support provided by EASY SOFTWARE AG, depend on the additional Third-Party cloud services possibly used by the Customer and the Third-Party cloud platform possibly used (Supplement, Add-on, or Stand-Alone). For example, an SAP cloud Customer must observe the currently valid General Terms and Conditions for SAP Cloud Services of SAP Deutschland SE & Co.KG ("Cloud GTC") or other applicable GTCs of SAP.

To the extent that it is technically and legally possible for EASY SOFTWARE AG to observe these dependencies, they provide support in accordance with the Service Description and support conditions attached as an appendix to these license terms.

**7. Data Protection and Data Security**
The Customer concludes a contract with EASY for data processing on behalf, according to the EU General Data Protection Regulation (GDPR). The contract text is available at
https://easy-software.com/en/ag/contracts/odpa/ and is considered concluded between the parties upon Order confirmation unless the parties individually agree on a primarily applicable contract for data processing on behalf.

## 8. Warranty

8.1 EASY SOFTWARE AG warrants that the EASY Archive Cloud Service (Service) meets the agreed specifications in the Service Description [see attachment below] during its runtime and that the service does not violate any Third-Party rights when used properly by the Customer . EASY SOFTWARE AG eliminates defects in material and legal defects of the service in accordance with Section 4. If EASY SOFTWARE AG has not eliminated the defect even after the expiry of a reasonable grace period set by the Customer in writing, and the suitability of the service is thereby more than just insignificantly reduced, the Customer has the right to terminate the contract, which must be in writing. If the suitability of the service for its contractual use is more than just insignificantly reduced, the Customer has the right to reduce the remuneration appropriately. § 10 applies to claims for damages due to defects.

The liability independent of fault for defects already present at the time of contract conclusion according to § 536a paragraph 1 Alt. 1 BGB (German Civil Code) is excluded. 1 BGB (German Civil Code) is excluded.

8.2 For consulting services provided as work services, EASY SOFTWARE AG guarantees that the consulting service corresponds to the agreed Service Description. The warranty is provided by subsequent performance in accordance with paragraph 4. If the subsequent performance fails after the expiration of a reasonable grace period set by the Customer in writing, the Customer has the right to reasonably reduce the remuneration to be paid in the corresponding Order for the affected consulting service or to withdraw from the Order to that extent. § 10 applies to claims for damages due to defects.

8.3 If EASY SOFTWARE AG does not provide non-acceptance-related consulting services properly or commits any other breaches of duty with respect to consulting services or the Cloud Service outside the scope of material and legal defect liability, the Customer must submit a written complaint to EASY SOFTWARE AG and grant EASY SOFTWARE AG a sufficient grace period to properly fulfill the service or otherwise remedy the situation. § 10 applies to claims for damages. EASY SOFTWARE AG remedies defects in a Cloud Service or acceptance-related consulting services by providing the Customer with a new, defect-free version of the Consulting Service or Cloud Service or by fixing the defect at their discretion. The remediation of defects may also consist of EASY SOFTWARE AG demonstrating reasonable ways for the Customer to avoid the impact of the defect. In the case of legal defects, SAP will, at its own discretion, either (i) secure the Customer 's right to use the Cloud Service or Consulting Service in accordance with the agreement, or (ii) replace or modify the Cloud Service or Consulting Service so that the infringement claim is lifted, without unreasonably affecting the Customer 's contractual use, or (iii) terminate the Order (Order) to that extent, refund the Customer for any prepaid remuneration for the remaining term after the termination date, and provide compensation within the framework of § 10.

8.5. The Customer is obliged to immediately report any breaches of duty by EASY SOFTWARE AG in writing, with a precise description of the reason.

8.6. Warranty claims for material and legal defects of consulting services subject to acceptance expire one year after acceptance. The warranties for the Cloud Service apply accordingly to the support.

## 9. Confidentiality

Both parties shall treat all confidential information and trade secrets of the other party acquired in connection with the execution of the EASY Archive Cloud Services or other EASY Services contract as confidential, which have been expressly marked as confidential or secret, or which must be assumed to be confidential or secret.

## 10. Liability

10.1 In all cases of contractual , and non-contractual liability, EASY SOFTWARE AG provides compensation for damages or futile expenses only:

10.1.1. in the case of intent, in full; in the case of gross negligence and in the absence of a guaranteed quality, only to the extent of the foreseeable damage that the breached duty or guarantee was intended to prevent;

10.1.2. in other cases: only for breach of a material obligation, if the purpose of the contract is jeopardized, always limited to EUR 100,000 per case of damage, limited to a total of EUR 1 million. The plea of contributory negligence remains open. The liability limitations according to

paragraph 1 do not apply to liability for personal injury and liability under the Product Liability Act.

10.2. For all claims against EASY SOFTWARE AG for damages or futile expenses in contractual and non-contractual liability, a limitation period of one year applies. This does not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act. The limitation period according to paragraph 2 sentence 1 begins at the time specified in § 199 para. 1 BGB (German Civil Code). Regardless of knowledge, claims for damages become subject to the statute of limitations three years after the occurrence of the damage. The aforementioned liability limitations also apply to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

10.3. Contents of the EASY Archive Cloud Services are provided without warranty of defects. As "Content" refers to texts, numerical data, graphic data, and other data or content provided through EASY Archive Cloud Services or otherwise in connection with EASY Archive Cloud Services by EASY SOFTWARE AG, SAP, or Third-Parties. EASY SOFTWARE AG does not warrant the accuracy, freedom from Third-Party rights, or completeness of such content. The Customer uses such content at their own risk. EASY SOFTWARE AG assumes no liability to the Customer or Third-Parties concerning the Customer 's use of or reliance on this content.

## 11. Changes to Terms

11.1. EASY SOFTWARE AG reserves the right to make changes to these Terms of Use with effect for the future. These changes will only be made if reasonably required and in compliance with legal regulations.

11.2. EASY SOFTWARE AG reserves the right to make changes to documents that are part of the EASY Archive Cloud Service usage contract by reference (e.g., Service Description, price list, support concept) for technical or organizational reasons with effect for the future.

11.3. Such changes will take effect three (3) months after the Customer has been notified in writing or electronically by EASY SOFTWARE AG. If the justified interests of the Customer are significantly affected by these changes, the Customer is entitled to terminate the usage contract at the end of the aforementioned period with a notice period of two (2) months before the changes take effect. If the Customer does not terminate the contract within the specified period, the changes will be considered accepted by the Customer.

## 12. Other provisions

12.1. The exclusive jurisdiction for all legal disputes arising from or in connection with the EASY Archive Cloud Services contract is Essen, North Rhine-Westphalia.

12.2. Should individual provisions of the usage contract be or become invalid, the validity of the other provisions shall not be affected. Instead, a provision will be added that is as similar as possible to the invalid provision and is lawful, valid, and enforceable.

12.3. EASY Archive Cloud Services, EASY documents, and Cloud Service services are subject to, in particular, the export control laws and regulations of Germany, the European Community, or the United States of America. The Customer acknowledges their obligation to ensure that their exports associated with the use of EASY Archive Cloud Services, EASY documents, or Cloud Service services comply with all applicable local, national, and foreign laws and regulations, as well as the terms of the EASY Archive Cloud Services contract.

## Attachment

Service and support conditions of EASY SOFTWARE AG for

EASY Archive Cloud:

https://easy-software.com/en/service-description/easy-archive-cloud/

# License Terms
## EASY for Exchange Cloud Services

### 1 Subject matter

These license terms form the basis for the relationship between the parties regarding the use of one or more EASY for Exchange Cloud Services (Service) by the Customer, offered and operated as a rental solution (SaaS). They describe the framework conditions for using the EASY for Exchange Cloud Service, but not any related services, unless they are initial setup or implementation services or technical support for the Service.

### 2 Usage Rights

2.1 EASY SOFTWARE AG grants the Customer the simple, non-transferable, and geographically unlimited right to use the EASY for Exchange Cloud Service (Service) and the Service documentation during the term (§ 3) exclusively for processing the internal business transactions of the Customer and its affiliated companies, in each case according to the contractual terms and the Service Description (https://easy-software.com/en/service-description/, Appendix).

2.2 The Customer may allow its authorized users (Users) to use the Service within the contractually agreed scope, according to the usage metrics and volumes agreed upon in the Order/confirmation of Order. The access data for the Service may not be used multiple times or by multiple persons simultaneously. However, it can be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer is responsible for the actions and omissions of its authorized users, affiliated companies, and business partners as if they were its own actions and omissions and obligates them to use the Service in accordance with the contract. Otherwise, the Customer is prohibited from sublicensing, selling, leasing, renting, or otherwise making the Service available to Third-Parties.

2.3 The Customer is prohibited from doing the following when using the Cloud Service:

2.3.1. copying, translating, disassembling, decompiling, reverse engineering, or otherwise modifying the Service or any documentation (unless this is permitted by mandatory law and technically possible) in whole or in part, or creating derivative works thereof. However, the documentation may be copied to the extent necessary for internal use; (b) using the Service in a manner that violates applicable law, particularly transmitting information and data that are unlawful or infringe Third-Party rights; and (c) jeopardizing or circumventing the operation or security of the Service.

2.3.2. The Customer is responsible for monitoring the use of the Service and promptly reports in writing to EASY SOFTWARE AG any use that goes beyond the contractual agreements, in particular usage metrics and volumes exceeding the agreed-upon amounts. In this case, the Customer is obligated to sign an extension agreement indicating the additional use and additional remuneration. The corresponding remuneration accrues from the day the exceedance occurs. EASY SOFTWARE AG is entitled to verify the contractual use of the Service, particularly compliance with the agreed usage metrics and volumes. (5) EASY SOFTWARE AG may temporarily suspend the Customer's access (e.g., usernames and passwords) to the Service to prevent damage if and to the extent there is a sufficient probability that the continued breach of contract in the use of the Cloud Service by the Customer, authorized users, or a Third-Party using the Customer's access data could adversely affect the Service, an EASY or SAP Cloud Service, or other EASY or SAP Customer s or Third-Party rights in a manner that requires immediate action to prevent damage. EASY SOFTWARE AG will promptly notify the Customer of such suspension. To the extent circumstances permit, the Customer will be informed in advance in writing or by email. EASY SOFTWARE AG will limit the suspension in terms of duration and scope as reasonable under the circumstances of the individual case.

2.4 The Service may contain links to web services provided by EASY SOFTWARE AG, EASY partners, or Third-Party providers on external websites that can be accessed through the Cloud Service and are subject to the usage regulations of these providers. EASY SOFTWARE AG only provides technical access to the content of integrated services, for which Third-Parties are solely responsible.

2.5 Authorized users can access services defined in more detail in the Service Description via mobile applications (mobile apps) that are themselves made available through Third-Party websites, such as the Microsoft Azure Marketplace, Apple App Store, or an Android-specific AppStore. The use of these mobile applications themselves is subject to the terms agreed upon when downloading or accessing the mobile application, and not the regulations of these license terms.

### 3 Contract Duration and Termination

3.1. The license agreement comes into effect upon the acceptance of an offer from EASY SOFTWARE AG by the Customer (Order). EASY SOFTWARE AG confirms the conclusion with an Order confirmation.

3.2. The term and the start of use can be found in the offer from EASY SOFTWARE AG, which forms the basis for these license terms. The offered term is considered agreed upon acceptance of the offer and automatically extends after the expiration of the notice period by a period of another 12 months ("extended term"). The Customer is entitled (i) to terminate the usage contract in writing or (ii) to reduce the share of defined users and/or packages, with a notice period of 90 days before the expiration of the initial term or the respective extended term. The Customer's termination or reduction of the defined users/packages must be sent in writing to the address provided above. EASY SOFTWARE AG is entitled to terminate the usage contract in writing with a notice period of 90 days before the expiration of the initial term or the respective current extended term.

3.3. The termination must be in writing. For commercial Customers, email and fax do not suffice as written form.

3.4. The parties reserve the right to terminate the usage contract for good cause. Important reasons for termination by EASY SOFTWARE AG include, in particular:

3.4.1. a not insignificant breach of obligations from the supply or service contracts concluded within the framework of this contract, in particular non-settlement of claims;

3.4.2. serious contractual breaches or violation of extra-contractual agreements jointly reached, which lead to the loss of mutual trust or the basis of business;

3.4.3. application for the opening of insolvency proceedings, as well as rejection of the opening of insolvency proceedings due to lack of assets, or submission of an affidavit or a similar procedure;

3.4.4 complete or partial and significant cessation of business activities if the actual or foreseeable duration is more than 6 months.

3.5. In the period between the announcement and the effectiveness of the termination and for a period of 30 days after the end of the contract, EASY SOFTWARE AG will enable the return of Customer data from the Customer's productive cloud system to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator allow this. Data that is still on the servers after the termination becomes effective, including Customer data, will be finally and irrevocably deleted no later than 90 days after, unless the data center operator does not technically allow such deletion or the further storage of such data is required according to the applicable laws and regulations as agreed upon by the parties. The Customer will take appropriate measures to ensure compliance with the necessary legal requirements for data retention, for example, by regularly backing up to their data storage devices. The Customer will also not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

3.6. In return, the Customer commits to returning all EASY for Exchange Cloud Service products in their possession (e.g., documentation that the Customer does not require for mandatory procedural documentation) or to grant EASY SOFTWARE AG the opportunity to take possession of the provided products within a reasonable period (max. three months after the request).

**4 Fees, Service Packages & Licenses, Billing**

4.1. The Customer orders the EASY for Exchange Cloud Service from EASY SOFTWARE AG at a license fee according to the metric (e.g., number of users, files, other units, or data records) as agreed upon with the acceptance of the offer.

The license fee is to be paid in advance; this applies to both one-time fees and periodic usage fees. No discounts will be granted.

Payments are due 14 days after the beginning of the month. Upon due date, EASY SOFTWARE AG may charge default interest at the applicable statutory default interest rate.

4.2 All agreed remuneration is subject to the applicable value-added tax.

4.3. If the Customer requests additional services (e.g., more users), an amendment to the current license agreement will be made.

4.4. EASY SOFTWARE AG is entitled to verify the actual level of usage by the Customer (e.g., active users of EASY for Exchange Cloud Services). This verification must be announced to the Customer in advance.

4.5. The use of EASY Cloud Platform interfaces to connect the services of EASY SOFTWARE AG to this platform requires a separate agreement between the Customer and EASY and is therefore subject to the provisions of the then-valid EASY price list. The type and amount of invoicing for the use of such an EASY interface will be agreed upon separately between the Customer and EASY unless the parties expressly agree in writing to something different.

4.6. EASY SOFTWARE AG reserves the right to temporarily block access to the EASY for Exchange Cloud Service, in whole or in part, until payment is made, should the payment obligations to EASY SOFTWARE AG not be met within 3 months after the payment due date. EASY SOFTWARE AG will inform the Customer about such a step with a reasonable notice period.

4.7. The Customer can only set off against undisputed or legally established claims and base a right of retention only on undisputed or legally established claims.

4.8. EASY SOFTWARE AG is entitled to increase the agreed prices for EASY for Exchange Cloud Services by giving the Customer 90 days' notice, in accordance with a written adjustment statement at its reasonable discretion, adhering to the following principles:

4.8.1. The first price increase is limited to the percentage by which the index has cumulatively increased, based on the value of the index at the time the Order comes into effect. All subsequent price increases are limited to the percentage by which the index has cumulatively increased since then, based on the index level at the time of the previous price increase ("change frame").

4.8.2. For determining the change frame, the index of the average gross monthly earnings of full-time employees in Germany for the economic sector of providing information technology services (currently published quarterly by the Federal Statistical Office in Series 16, Volume 2.4, Group J 62) is to be used as a basis. If this index is no longer published, the index published by the Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be used to determine the change frame.

4.8.3 Such an increase takes effect at the beginning of the next extension period of the Order.

4.8.4. If there are changes in fees, EASY SOFTWARE AG will inform the Customer about such changes in advance. In the event of an increase of more than 5%, the Customer is entitled to terminate the license agreement at the end of the agreed term or reject the increase within forty-five (45) days after notification of the increase. The termination must be made in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the license agreement, observing a notice period of six (6) months.

**5 Service Level, Maintenance Windows, and Support**

The availability of the EASY for Exchange Cloud Service, the service levels and maintenance windows, as well as the support provided by EASY SOFTWARE AG,

- depend on the EASY Cloud Services used by the Customer

- or (if applicable) the EASY Cloud Platform Services. If a connection to the EASY Cloud Platform is made, the Customer must observe the respective valid General Terms and Conditions for EASY Cloud Platform Services of EASY SOFTWARE AG.

To the extent that it is technically and legally possible for EASY SOFTWARE AG, taking into account these dependencies, they provide support in accordance with the support conditions attached as an annex to these license terms or referenced therein.

**6 Data Protection and Data Security**

The Customer concludes a contract with EASY for data processing on behalf, according to the EU General Data Protection Regulation (GDPR). The contract text is available at https://easy-software.com/de/ag/contracts/adv/ and is considered concluded between the parties upon Order confirmation, unless the parties individually agree on a contract for data processing on behalf with priority application. The parties can individually agree on a different contract for data processing on behalf of the client.

**7 Warranty**

7.1. EASY SOFTWARE AG guarantees that the EASY for Exchange Cloud Service (Service) meets the specifications agreed upon in the Service Description (https://easy-software.com/en/service-description/; during its runtime and that the Service does not infringe upon any Third-Party rights when used by the Customer in accordance with the contract. EASY SOFTWARE AG eliminates defects in material and legal defects of the service in accordance with Section 4. If EASY SOFTWARE AG has not eliminated the defect even after the expiry of a reasonable grace period set by the Customer in writing, and the suitability of the service is thereby more than just insignificantly reduced, the Customer has the right to terminate the contract, which must be in writing. If the suitability of the service for its contractual use is more than just insignificantly reduced, the Customer has the right to reduce the remuneration appropriately. § 9 applies to claims for damages due to defects.

The liability independent of fault for defects already present at the time of contract conclusion according to § 536a paragraph 1 Alt. 1 BGB (German Civil Code) is excluded. 1 BGB (German Civil Code) is excluded.

7.2. For Consulting Services provided as work performance, EASY SOFTWARE AG guarantees that the Consulting Service corresponds to the agreed Service Description. The warranty is provided through subsequent performance in accordance with paragraph 4. If the subsequent performance fails after the expiration of a reasonable grace period set by the Customer in writing, the Customer has the right to reasonably reduce the remuneration to be paid in the corresponding Order for the affected consulting service or to withdraw from the Order to that extent. § 9 applies to claims for damages due to defects.

7.3. If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance, or does not provide them properly, or commits other breaches of duty in consulting services or in the cloud service outside the scope of material and legal defect liability, the Customer must notify EASY SOFTWARE AG in writing and grant EASY SOFTWARE AG a grace period of sufficient length, during which EASY SOFTWARE AG is given the opportunity to properly fulfill the service or to remedy the situation in another way. § 9 applies to claims for damages.

7.4. EASY SOFTWARE AG remedies defects in a Cloud Service or acceptance-related consulting services by providing the Customer with a new, defect-free version of the Consulting Service or Cloud Service or by fixing the defect at their discretion. The remedy of defects may also consist of EASY SOFTWARE AG showing the Customer reasonable ways to avoid the effects of the defect. In the case of legal defects, SAP will, at its own

discretion, either (i) secure the Customer 's right to use the Cloud Service or Consulting Service in accordance with the agreement, or (ii) replace or modify the Cloud Service or Consulting Service so that the infringement claim is lifted, without unreasonably affecting the Customer 's contractual use, or (iii) terminate the Order (Order) to that extent, refund the Customer for any prepaid remuneration for the remaining term after the termination date, and provide compensation within the framework of § 9.

7.5. The Customer is obliged to immediately report any breaches of duty by EASY SOFTWARE AG in writing, with a precise description of the reason.

7.6. Warranty claims for material and legal defects of consulting services subject to acceptance expire one year after acceptance. The warranties for the Cloud Service apply accordingly to the support.

## 8 Confidentiality

Both parties shall treat all confidential information and trade secrets of the other party as confidential, which were obtained in connection with the execution of the contract for EASY for Exchange Cloud Services or other EASY Services, and which have been expressly marked as confidential or secret or which must be assumed to be confidential or secret.

## 9 Liability

9.1. In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall provide compensation for damages or reimbursement of futile expenses only:

9.1.1. in the case of intent, in full; in the case of gross negligence and in the absence of a guaranteed quality, only to the extent of the foreseeable damage that the breached duty or guarantee was intended to prevent;

9.1.2. in other cases: only for the violation of a material obligation if the purpose of the contract is jeopardized, always limited to EURO 100,000.00 per case of damage.

Furthermore, liability for indirect damages is excluded. The parties understand indirect damages to mean damages which a person familiar with the contract and the subject matter and acting with due diligence could not reasonably have expected (consequential damages), as well as damages resulting from an error in a Third-Party system. Excluded are also damages to reputation, lost profits, or payments with a punitive character.

The plea of contributory negligence remains open. The liability limitations according to paragraph 1 do not apply to liability for personal injury and liability under the Product Liability Act.

9.2. For all claims against EASY SOFTWARE AG for damages or futile expenses in contractual and non-contractual liability, a limitation period of one year applies. This does not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act. The limitation period according to paragraph 2 sentence 1 begins at the time specified in § 199 para. 1 BGB (German Civil Code). Regardless of knowledge, claims for damages become subject to the statute of limitations three years after the occurrence of the damage. The aforementioned liability limitations also apply to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

9.3. Contents of EASY for Exchange Cloud Services are provided without warranty for defects. "Contents" refer to texts, numerical data, graphic data, and other data or content that is provided via EASY for Exchange

Cloud Services or otherwise in connection with EASY for Exchange Cloud Services by EASY SOFTWARE AG, EASY partners, or Third-Parties.

Exchange Cloud Services are provided by EASY SOFTWARE AG, EASY partners, or Third-Parties. EASY SOFTWARE AG does not warrant the accuracy, freedom from Third-Party rights, or completeness of such content. The Customer uses such content at their own risk. EASY SOFTWARE AG assumes no liability to the Customer or Third-Parties concerning the Customer 's use of or reliance on this content.

## 10 Changes to Terms

10.1. EASY SOFTWARE AG reserves the right to make changes to these license terms with future effect. These changes will only be made in accordance with applicable law and when reasonably necessary, such as technically required changes to the functional scope of the Cloud Services and the related terms of use.

10.2. EASY SOFTWARE AG also reserves the right to make changes to documentation that is part of the EASY for Exchange Cloud Service usage agreement by reference (e.g. Service Description, price list, support concept) for technical or organizational reasons with future effect.

10.3. Such changes will take effect three (3) months after the Customer has been notified in writing or electronically by EASY SOFTWARE AG. If the justified interests of the Customer are significantly affected by these changes, the Customer is entitled to terminate the usage contract at the end of the aforementioned period with a notice period of two (2) months before the changes take effect. If the Customer does not terminate the contract within the specified period, the changes will be considered accepted by the Customer.

## 11 Miscellaneous Provisions

11.1. The exclusive jurisdiction for all legal disputes arising from or in connection with the EASY for Exchange Cloud Services agreement is Essen, North Rhine-Westphalia.

11.2. Should individual provisions of the usage contract be or become invalid, the validity of the other provisions shall not be affected. Instead, a provision will be added that is as similar as possible to the invalid provision and is lawful, valid, and enforceable.

**Appendix:**

Service Description and support conditions of EASY SOFTWARE AG for EASY for Exchange Cloud Services

**Appendix:**

**Conditions for Service and Support for EASY for Exchange Cloud Services**

1.
**Conditions "Service" (Service Description) for EASY for Exchange Cloud Service**

https://easy-software.com/wp-content/uploads/2018/05/e4e-cloud-servicebeschreibung.pdf (in German)

2.
**Conditions "Support" for EASY for Exchange Cloud**

https://easy-software.com/wp-content/uploads/2018/05/e4e-cloud-servicebeschreibung.pdf (in German)

# License Terms for EASY HR Cloud Services

## 1 Subject matter

These license terms form the basis for the relationship between the parties regarding the use of one or more EASY HR Cloud Services (Service) by the Customer which are offered and operated as a Cloud Service (SaaS). They describe the framework conditions for the use of the EASY HR Cloud Service, but not any related services unless they involve initial setup or implementation services or technical support for the Service.

## 2 Usage Rights

2.1. EASY SOFTWARE AG grants the Customer, during the term (§ 3), the simple, non-transferable, and geographically unrestricted right to use the EASY HR Cloud Service (Service) and the Service documentation exclusively for processing the internal business transactions of the Customer and its affiliated companies, in each case according to the contractual terms and the Service Description https://easy-software.com/wp-content/uploads/2018/05/easy-hr-cloud-service-description.pdf

2.2. The Customer may allow its authorized users (Users) to use the Service within the contractually agreed scope, according to the usage metrics and volumes agreed upon in the Order/confirmation of Order. The access data for the Service may not be used multiple times or by multiple persons simultaneously. However, it can be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer is responsible for the actions and omissions of its authorized users, affiliated companies, and business partners as if they were its own actions and omissions and obligates them to use the Service in accordance with the contract. Otherwise, the Customer is prohibited from sublicensing, selling, leasing, renting, or otherwise making the Service available to Third-Parties.

2.3. The Customer is prohibited from doing the following when using the Cloud Service:

2.3.1. copying, translating, disassembling, decompiling, reverse engineering, or otherwise modifying the Service or any documentation (unless this is permitted by mandatory law and technically possible) in whole or in part, or creating derivative works thereof. However, the documentation may be copied to the

extent necessary for internal use;

2.3.2 using the Service in a way that violates applicable law, particularly transmitting information and data that are illegal or infringe upon Third-Party protective rights; and

2.3.3 endangering or circumventing the operation or security of the Service.

2.4. The Customer is responsible for monitoring the use of the Service and promptly reports in writing to EASY SOFTWARE AG any use that goes beyond the contractual agreements, in particular usage metrics and volumes exceeding the agreed-upon amounts. In this case, the Customer is obligated to sign an extension agreement indicating the additional use and additional remuneration. The corresponding remuneration accrues from the day the exceedance occurs. EASY SOFTWARE AG is entitled to verify the contractual use of the Service, particularly compliance with the agreed usage metrics and volumes. (5) EASY SOFTWARE AG may temporarily suspend the Customer 's access (e.g., usernames and passwords) to the Service to prevent damage if and to the extent there is a sufficient probability that the continued breach of contract in the use of the Cloud Service by the Customer, authorized users, or a Third-Party using the Customer 's access data could adversely affect the Service, an EASY or SAP Cloud Service, or other EASY or SAP Customers or Third-Party rights in a manner that requires immediate action to prevent damage. EASY SOFTWARE AG will promptly notify the Customer of such suspension. To the extent circumstances permit, the Customer will be informed in advance in writing or by email. EASY SOFTWARE AG will limit the suspension in terms of duration and scope as reasonable under the circumstances of the individual case.

2.5. The Service may contain links to web services provided by EASY SOFTWARE AG, EASY partners, or Third-Party providers on external

websites that can be accessed through the Cloud Service and are subject to the usage rules of those providers. EASY SOFTWARE AG only facilitates technical access to the content of integrated services, for which Third-Parties are solely responsible.

2.6. Authorized users can access services defined in more detail in the Service Description via mobile applications (mobile apps) that are themselves made available through Third-Party websites, such as the Microsoft Azure Marketplace, Apple App Store, or an Android-specific AppStore. The use of these mobile applications themselves is subject to the terms agreed upon when downloading or accessing the mobile application, and not the regulations of these license terms.

## 3 Contract Duration and Termination

3.1. The license agreement comes into effect upon the acceptance of an offer from EASY SOFTWARE AG by the Customer (Order). EASY SOFTWARE AG confirms the conclusion with an Order confirmation.

3.2. The term and the start of use can be found in the offer from EASY SOFTWARE AG, which forms the basis for these license terms. The offered term is considered agreed upon acceptance of the offer and automatically extends after the expiration of the notice period by a period of another 12 months ("extended term"). The Customer is entitled (i) to terminate the usage contract in writing or (ii) to reduce the share of defined users and/or packages, with a notice period of 90 days before the expiration of the initial term or the respective extended term. The Customer 's termination or reduction of the defined users/packages must be sent in writing to the address provided above. EASY SOFTWARE AG is entitled to terminate the usage contract in writing with a notice period of 90 days before the expiration of the initial term or the respective current extended term.

3.3. The termination must be in writing. For commercial Customers, email and fax do not suffice as written form.

3.4. The parties reserve the right to terminate the usage contract for good cause. Important reasons for termination by EASY SOFTWARE AG include, in particular:

3.4.1. a not insignificant breach of obligations from the supply or service contracts concluded within the framework of this contract, in particular non-settlement of claims;

3.4.2. serious contractual breaches or violations of extra-contractual agreements jointly reached, which lead to the loss of

mutual trust or the basis of business;

3.4.3. application for the opening of insolvency proceedings, as well as rejection of the opening of insolvency proceedings due to lack of assets, or submission of an affidavit or a similar procedure;

3.4.4 complete or partial and significant cessation of business activities if the actual or foreseeable duration is more than 6 months.

3.5. In the period between the announcement and the effectiveness of the termination and for a period of 30 days after the end of the contract, EASY SOFTWARE AG will enable the return of Customer data from the Customer's productive cloud system to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator allow this. Data that is still on the servers after the termination becomes effective, including Customer data, will be finally and irrevocably deleted no later than 90 days after, unless the data center operator does not technically allow such deletion or the further storage of such data is required according to the applicable laws and regulations as agreed upon by the parties. The Customer will take appropriate measures to ensure compliance with the necessary legal requirements for data retention, for example, by regularly backing up to their data storage devices. The Customer will also not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

3.6. In return, the Customer undertakes to return all EASY HR Cloud Service products in their possession (e.g., documentation that the Customer does

not need for mandatory procedural documentation) or to allow EASY SOFT-WARE AG the opportunity to take possession of the provided products within a reasonable period (max. three months after request).

**4 Fees, Service Packages & Licenses, Billing**

4.1. The Customer orders the EASY HR Cloud Service from EASY SOFTWARE AG at a license fee based on the metric (e.g., number of users, files, other units or data records), as agreed upon acceptance of the offer.

The license fee is to be paid in advance; this applies to both one-time fees and periodic usage fees. No discounts will be granted.

Payments are due 14 days after the beginning of the month. Upon due date, EASY SOFTWARE AG may charge default interest at the applicable statutory default interest rate.

4.2. All agreed remuneration is subject to the applicable value-added tax.

4.3. If the Customer requests additional services (e.g., more users), an amendment to the current license agreement will be made.

4.4. EASY SOFTWARE AG is entitled to verify the actual level of usage by the Customer (e.g., active users of EASY HR Cloud Services). This verification must be announced to the Customer in advance.

4.5. The use of EASY Cloud Platform interfaces to connect the services of EASY SOFTWARE AG to this platform requires a separate agreement between the Customer and EASY and is therefore subject to the provisions of the then-valid EASY price list. The type and amount of invoicing for the use of such an EASY interface will be agreed upon separately between the Customer and EASY unless the parties expressly agree in writing to something different.

4.6. EASY SOFTWARE AG reserves the right to temporarily block access to the EASY HR Cloud Service, in whole or in part, until payment is made, should the payment obligations to EASY SOFTWARE AG not be met within 3 months after the payment due date. EASY SOFTWARE AG will inform the Customer about such a step with a reasonable notice period.

4.7. The Customer can only offset undisputed or legally established claims and base a right of retention only on undisputed or legally established claims. (8 ) EASY SOFTWARE AG is entitled to increase the agreed prices for EASY HR Cloud Services, subject to a 90-day advance notice period, by a written adjustment declaration at its reasonable discretion in accordance with the following principles:

4.7.1 The first price increase is limited to the percentage by which the index has cumulatively increased, based on the value of the index at the time the Order comes into effect. All subsequent price increases are limited to the percentage by which the index has cumulatively increased since then, based on the index level at the time of the previous price increase ("change frame").

4.7.2. For determining the change frame, the index of the average gross monthly earnings of full-time employees in Germany for the economic sector of providing information technology services (currently published quarterly by the Federal Statistical Office in Series 16, Volume 2.4, Group J 62) is to be used as a basis. If this index is no longer published, the index published by the Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be used to determine the change frame.

4.7.3. Such an increase takes effect at the beginning of the next extension period of the Order.

4.7.4. If there are changes in fees, EASY SOFTWARE AG will inform the Customer about such changes in advance. In the event of an increase of more than 5%, the Customer is entitled to terminate the license agreement at the end of the agreed term or reject the increase within forty-five (45) days after notification of the increase. The termination must be made in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the license agreement, observing a notice period of six (6) months.

**5 Service Level, Maintenance Windows, and Support**

The availability of the EASY HR Cloud Service, the service levels, and maintenance windows, as well as the support provided by EASY SOFTWARE AG, depend on the services 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 must observe the respective valid General Terms and Conditions for EASY Cloud Platform Services of EASY SOFTWARE AG.

To the extent that it is technically and legally possible for EASY SOFTWARE AG, taking into account these dependencies, they provide support in accordance with the support conditions attached as an annex to these license terms or referenced therein.

**6 Data Protection and Data Security**

The Customer concludes a contract with EASY for data processing on behalf, according to the EU General Data Protection Regulation (GDPR). The contract text is available at
https://easy-software.com/en/ag/contracts/odpa/ and is considered concluded between the parties upon Order confirmation unless the parties individually agree on a primarily applicable contract for data processing on behalf. The parties can individually agree on a different contract for data processing on behalf of the client.

**7 Warranty**

7.1. EASY SOFTWARE AG guarantees that the EASY HR Cloud Service (Service) meets the specifications agreed upon in the Service Description https://easy-software.com/wp-content/uploads/2018/05/easy-hr-cloud-service-description.pdf during its term and that the Service does not infringe on the rights of Third-Parties when used by the Customer in accordance with the contract. EASY SOFTWARE AG eliminates defects in material and legal defects of the service in accordance with Section 4. If EASY SOFTWARE AG has not eliminated the defect even after the expiry of a reasonable grace period set by the Customer in writing, and the suitability of the service is thereby more than just insignificantly reduced, the Customer has the right to terminate the contract, which must be in writing. If the suitability of the service for its contractual use is more than just insignificantly reduced, the Customer has the right to reduce the remuneration appropriately. § 9 applies to claims for damages due to defects.

The liability independent of fault for defects already present at the time of contract conclusion according to § 536a paragraph 1 Alt. 1 BGB (German Civil Code) is excluded. 1 BGB (German Civil Code) is excluded.

7.2. For Consulting Services provided as work performance, EASY SOFTWARE AG guarantees that the Consulting Service corresponds to the agreed Service Description. The warranty is provided by subsequent performance in accordance with paragraph 4. If the subsequent performance fails after the expiration of a reasonable grace period set by the Customer in writing, the Customer has the right to reasonably reduce the remuneration to be paid in the corresponding Order for the affected consulting service or to withdraw from the Order to that extent. § 9 applies to claims for damages due to defects.

7.3. If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance, or does not provide them properly, or commits other breaches of duty in consulting services or in the cloud service outside the scope of material and legal defect liability, the Customer must notify EASY SOFTWARE AG in writing and grant EASY SOFTWARE AG a grace period of sufficient length, during which EASY SOFTWARE AG is given the opportunity to properly fulfill the service or to remedy the situation in another way. § 9 applies to claims for damages.

7.4. EASY SOFTWARE AG remedies defects in a Cloud Service or acceptance-related consulting services by providing the Customer with a new, defect-free version of the Consulting Service or Cloud Service or by fixing the defect at their discretion. The remedy of defects may also consist of EASY SOFTWARE AG showing the Customer reasonable ways to avoid the effects of the defect. In the case of legal defects, SAP will, at its own

discretion, either (i) secure the Customer 's right to use the Cloud Service or Consulting Service in accordance with the agreement, or (ii) replace or modify the Cloud Service or Consulting Service so that the infringement claim is lifted, without unreasonably affecting the Customer 's contractual use, or (iii) terminate the Order (Order) to that extent, refund the Customer for any prepaid remuneration for the remaining term after the termination date, and provide compensation within the framework of § 9.

7.5. The Customer is obliged to immediately report any breaches of duty by EASY SOFTWARE AG in writing, with a precise description of the reason.

7.6. Warranty claims for material and legal defects of consulting services subject to acceptance expire one year after acceptance. The warranties for the Cloud Service apply accordingly to the support.

## 8 Confidentiality

Both contracting parties shall treat all confidential information and all trade secrets of the other party as confidential, which were obtained in connection with the execution of the contract for EASY HR Cloud Services or other EASY Services, and which were expressly marked as confidential or secret, or of which it must be assumed that they are confidential or secret.

## 9 Liability

9.1. In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall provide compensation for damages or reimbursement of futile expenses only:

9.1.1. in the case of intent, in full; in the case of gross negligence and in the absence of a guaranteed quality, only to the extent of the foreseeable damage that the breached duty or guarantee was intended to prevent;

9.1.2. in other cases: only for the violation of a material obligation if the purpose of the contract is jeopardized, always limited to EURO 100,000.00 per case of damage.

Furthermore, liability for indirect damages is excluded. The parties understand indirect damages to mean damages which a person familiar with the contract and the subject matter and acting with due diligence could not reasonably have expected (consequential damages), as well as damages resulting from an error in a Third-Party system. Excluded are also damages to reputation, lost profits, or payments with a punitive character.

The plea of contributory negligence remains open. The liability limitations according to paragraph 1 do not apply to liability for personal injury and liability under the Product Liability Act.

9.2. For all claims against EASY SOFTWARE AG for damages or futile expenses in contractual and non-contractual liability, a limitation period of one year applies. This does not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act. The limitation period according to paragraph 2 sentence 1 begins at the time specified in § 199 para. 1 BGB (German Civil Code). Regardless of knowledge, claims for damages become subject to the statute of limitations three years after the occurrence of the damage. The aforementioned liability limitations also apply to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

9.3. Contents of the EASY HR Cloud Services are provided without warranty of defects. "Content" refers to texts, numerical data, graphic data, and other data or content that is provided via EASY HR Cloud Services or otherwise in connection with EASY HR Cloud Services by EASY SOFTWARE AG, EASY partners, or Third-Parties. EASY SOFTWARE AG does not warrant the accuracy, freedom from Third-Party rights, or completeness of such content. The Customer uses such content at their own risk. EASY SOFTWARE AG assumes no liability to the Customer or Third-Parties concerning the Customer 's use of or reliance on this content.

## 10 Changes to Terms

10.1. EASY SOFTWARE AG reserves the right to make changes to

this contract with effect for the future. These changes will only be made if there is a reasonable necessity, such as technically required changes to the scope of functions of the Cloud Services and the associated terms of use.

10.2. EASY SOFTWARE AG also reserves the right to make changes to documentation that is part of the EASY HR Cloud Service usage agreement by reference (e.g. Service Description, price list, support concept) for technical or organizational reasons with future effect.

10.3. Such changes will take effect three (3) months after the Customer has been notified in writing or electronically by EASY SOFTWARE AG. If the justified interests of the Customer are significantly affected by these changes, the Customer is entitled to terminate the usage contract at the end of the aforementioned period with a notice period of two (2) months before the changes take effect. If the Customer does not terminate the contract within the specified period, the changes will be considered accepted by the Customer.

## 11 Miscellaneous Provisions

11.1. The exclusive jurisdiction for all legal disputes arising from or in connection with the EASY HR Cloud Services contract is Essen, North Rhine-Westphalia.

11.2. Should individual provisions of the usage contract be or become invalid, the validity of the other provisions shall not be affected. Instead, a provision will be added that is as similar as possible to the invalid provision and is lawful, valid, and enforceable.

## Attachment:

Service Description and Support Conditions of EASY SOFTWARE AG for EASY HR Cloud Services

## Appendix:

**Service Description and Support Conditions of EASY HR Cloud Services**

1.

**Conditions "Service" (Service Description) for EASY HR Cloud Service**

https://easy-software.com/wp-content/uploads/2018/05/easy-hr-cloud-service-description.pdf

2.

**Conditions "Support" for EASY HR Cloud Services**

https://easy-software.com/wp-content/uploads/2018/05/easy-hr-cloud-service-description.pdf

# License Terms for EASY for Dynamics 365 Business Central

## 1 General Provisions

1.1   The Licensee (Customer) receives from EASY SOFTWARE AG (EASY), subject to the suspensive condition of the contractually agreed payment of the license fee, the non-exclusive, time-limited, transferable right to use the software EASY for Dynamics 365 Business Central and the software provided within the scope of software maintenance, including documentation, to the extent agreed upon in the contract (right of use).

2. Licensing as Software as a Service is subject to separate licensing terms "EASY for Dynamics 365 Business Central - Cloud Services".

1.2   EASY grants the Customer the right of use in return for a proportionately paid fee (subscription). The amount of the fee is based on the metric described in more detail below.

1.3 The Customer may extend the granted right of use to Third-Parties, in particular affiliated companies ("group license"), if EASY has expressly granted this in the Order confirmation or license or system certificate.

1.3 The Customer must comply with any further restrictions (e.g. different license classes, restrictions on use) specified in a license agreement or an Order confirmation for the sold and temporarily provided software when using it. EASY provides the Customer with the software as a fully compiled program (app) that must be installed in the main application.

1.3   EASY provides the Customer with the software as a fully compiled program (app) that must be installed in the main application.

## 2 Basis for Licensing (Metric)

2.1   The license fee for the software product EASY for Dynamics 365 Business Central is based on the following metric:

The permission to use is acquired for a defined number of named users for a defined EASY for Dynamics 365 Business Central - Tenant.
Price formation and scaling result from the current price list of EASY SOFTWARE AG.
The decisive factor for the number of licenses is the total number of Microsoft Dynamics 365 Business Central users, as all users are provided with the DMS and archiving functionalities of EASY Archive.

2.2 The Customer must regularly inform EASY, at least once a year, of the total number of their Microsoft Dynamics 365 Business Central users and promptly notify them of an expansion in the number of users in the licensed Business Central system.

2.3   Separate software maintenance does not have to be agreed upon.

2.4   The Customer is responsible for installing the software.

2.5 EASY may carry out automated checks regarding the scope of use. If a method of license measurement is already included in the software, EASY may use it. The Customer must set up remote access if necessary. Otherwise, the Customer must allow the use of a system or application-specific program for the duration of the license measurement and cooperate in its execution in a reasonable time.

2.6 EASY may carry out on-site checks in exceptional cases if there are objective indications of a breach of contract by the Customer. The Customer is obliged to cooperate with EASY in an appropriate manner when conducting such checks, in particular, he must grant EASY the necessary insight into his systems during remote checks and on-site checks. EASY will announce on-site checks with a reasonable notice period. EASY will announce on-site checks with a reasonable notice period. EASY will take appropriate account of the Customer's confidentiality interests and the protection of his business operations from impairment. The Customer bears the costs of the inspection if the inspection reveals non-contractual use.

2.7   In all cases of termination of his usage authorization (e.g., by withdrawing from the contract), the Customer ceases using the software and removes - as far as technically possible - the provided software (coding) from his current systems. The Customer will immediately return any other provided contractual items to EASY. The Customer will subsequently confirm in writing to EASY that he has fulfilled this obligation.

2.8   EASY guarantees that the software is free from Third-Party rights and indemnifies the Customer from Third-Party claims, including the costs of legal defense. The indemnification requires that
- the Customer immediately informs EASY in writing of any claim made against them,
- the Customer does not take any legally relevant actions against the Third-Party, in particular, does not settle out of court without the written consent of EASY, does not make any acknowledgment or take any actions equivalent to that,
- the Customer supports EASY to the necessary extent in legal defense against the Third-Party, in particular, by providing information, and
- the Customer allows EASY to determine and implement the strategy of legal defense, in particular, by selecting lawyers and drafting pleadings. The Customer will issue the necessary declarations and powers of attorney for this purpose. EASY will appropriately consider the legitimate interests of the Customer in legal defense.

2.9 EASY will, at its own expense,
make reasonable efforts to ensure that the Customer can continue to use the affected software in the event of conflicting Third-Party rights. To this end, EASY
- may either provide the Customer with the necessary rights for further use or
- modify the respective software so that Third-Party rights are no longer affected without restricting its usability and without changing EASY's performance obligations.

2.10 If EASY is unable to remedy the situation, EASY may terminate the contract. The Customer 's further rights remain unaffected.

## 3 Additional Usage Rights

3.1 The Customer is granted permission to use the software for testing purposes in a test tenant in addition to its regular use. Additional licensing of an EASY archive is not required for these test scenarios.

3.1   The Customer is not authorized to modify the software or have it modified by Third-Parties. If the Customer modifies the software, they lose both their usage rights and all warranty and liability claims. In cases of unauthorized modification, EASY reserves the right to claim damages.

3.2   The Customer 's rights under Section 69e of the German Copyright Act (UrhG) remain unaffected.

3.3   The Customer does not receive any further rights to the software.

3.4   The Customer will not remove copyright notices and other indications of authorship that are in the program, on data carriers, or in the product documentation.

## 4 License Fee and Usage Duration

4.1 For the contractual use of the software, the Customer pays a license fee according to the current valid price list of EASY or as per offer.

4.2 The license fee for the subscription of a time-limited usage right is due monthly in advance unless the parties agree otherwise. If the Customer is in default of payment of the license fee for more than 3 months, EASY has the right to terminate the license agreement extraordinarily, with the consequence that the Customer loses their usage rights upon the effective date of the extraordinary termination.

4.3 The duration of a time-limited usage right is 12 months unless the parties agree otherwise.

July 1, 2020

**Annex 1** of the License Terms

**Special Provisions on the Maintenance and Support of EASY for Dynamics 365 Business Central**

## 1  Scope of Services

1.1 EASY assumes the maintenance and support for the software EASY for Dynamics 365 Business Central (formerly: EASY for Dynamics NAV) of EASY SOFTWARE AG listed in the Order confirmation.
The aim of these maintenance and support conditions is to assist the Customer in resolving system malfunctions through EASY, in order to keep unplanned system downtime to a minimum in terms of number and duration. In addition, these maintenance and support provisions regulate the delivery of current software updates to the Customer.

1.2   For the maintenance of products using EASY for Dynamics 365 Business Central of EASY SOFTWARE AG, the following provisions take precedence over the general license and software maintenance terms of EASY.

## 2  Scope of System Maintenance

2.1 Definition of Terms
*Working day:* Monday to Friday from 8:00 am to 5:00 pm, excluding nationally designated public holidays.
*Reaction:* The recording and analysis of the fault report or the determination of the cause of the fault.
*Reaction time:* The time between reporting and the first reaction, measured during a working day (time until the first qualified response).
Release change or update: Installing the next higher software version, measured by the installed software version.
*P1 – System malfunction:* System downtime, i.e. failure of the entire system, no production possible.
*P2 – System malfunction:* Critical system state, i.e. failure of a relevant subsystem, limited production possible.
*P3 – System malfunction:* Failure of non-critical system components, no significant disruption to production operations.

2.2 Fault reports and inquiries
Faults and inquiries can be submitted to EASY exclusively by trained and authorized employees of the Customer via EASY's support portal. The training of the Customer's employees for the deployed products is carried out by EASY no later than the end of the project.
The authorized contacts will be named by the Customer no later than one month after the conclusion of the maintenance contract.

2.3 Maintenance services
EASY provides the following service services for the software products and developments listed in the Order confirmation.
*Software maintenance:* Free delivery of software updates and upgrades for the software licenses listed in the Order confirmation.
For the maintenance of Third-Party software provided, which is separately listed in the Order confirmation, the regulations of the respective manufacturers attached to an annex to the Order confirmation apply.
*Fault acceptance:* Authorized employees of the Customer can submit their inquiries electronically via the support portal, which will then be processed by EASY. The Customer reports occurring problems with the software exclusively via this portal.
*Reaction times:* Within a working day, reaction times of one working hour for P1 system malfunctions, eight working hours for P2 system malfunctions, and sixteen working hours for P3 system malfunctions and other inquiries are maintained.
*Fault rectification:* EASY endeavors to rectify an occurring malfunction as quickly and efficiently as possible. As far as it is technically possible or justifiable, the fault rectification will be carried out as remote maintenance to minimize processing times.

2.3 Exclusion
The maintenance of the deployed hardware, the operating system environment, and the network is excluded. A separate agreement may need to be made if necessary.

The Services do not include:

- Installation for the purpose of the initial establishment of operational readiness and the implementation of updates installations

- development of software programs that have functions other than those specified in the product description

- introduction and training of the Customer

- Error correction and advice on errors attributable to incorrect operation by the Customer

- recovery of lost or damaged data stocks and damaged system environments that were not clearly caused by EASY's intervention.

## 3  Rights and Obligations of the Customer

3.1 As long as EASY is obliged to perform maintenance, the Customer must have all maintenance and other relevant work on the products to be maintained carried out only by EASY or, with EASY's prior consent, by Third-Parties.

3.2 The Customer is obliged to carry out and document any administrative tasks to be performed by themselves exclusively in accordance with EASY's instructions.

3.3 The basis of this contract and the maintenance fees is an online remote maintenance connection provided by the Customer to EASY. As far as technically possible and justifiable by the Customer, the remote maintenance connection is of the Site-to-Site-VPN type. If the Customer does not provide corresponding remote maintenance options, the additional expenses incurred will be charged at a flat rate of 25% on top of the respective price for the maintenance services.

3.4 The Customer undertakes to use an existing test system on which all modifications to the software can be tested under conditions that are as close as possible to production conditions. This applies in particular to modifications made by the Customer themselves as well as before installing new release, version, or correction statuses of the software.

3.5 The Customer is obliged to provide EASY with the necessary cooperation for the provision of the maintenance service.

3.6 The Customer is responsible for backing up their data on suitable media and for the storage of these data carriers. This also applies to regular testing for the successful restoration of the backed-up system state.

3.7 The Customer is obliged to provide EASY with the documents and information necessary for the fulfillment of their obligations.

## 4  Commencement of Maintenance

The parties shall determine when the maintenance relationship begins in the corresponding Order confirmation.

# License Terms for EASY for Dynamics 365 Finance and Operations

## 1 General Provisions

1.1 The licensee (Customer) receives from EASY SOFTWARE AG (EASY), under the condition precedent of the contractually agreed payment of the license fee, the non-exclusive, time-limited, and transferable right to Third-Parties only upon their own discontinuation of use, to utilize the software EASY for Dynamics 365 Finance and Operations as well as the software provided within the scope of software maintenance, including documentation, to the extent agreed upon in the contract (right of use).

1.2 Licensing as Software as a Service is subject to separate license terms.

1.3 EASY grants the Customer the right of use in exchange for proportionally paid fees (subscription). The amount of the fee is based on the metric described in more detail below.

1.4 The Customer may extend the granted right of use to Third-Parties, in particular affiliated companies ("group license"), if EASY has expressly granted this in the Order confirmation or license or system certificate.

1.5 The Customer must observe any additional restrictions (e.g., different license classes, usage restrictions) specified in a license agreement or an Order confirmation for the software provided for a limited time when using it.

1.6 EASY provides the Customer with the software in object code in an installation-ready form and in source code.

## 2 Basis for Licensing (Metric)

2.1 The license fee for the software product EASY for Dynamics 365 Finance and Operations is based on the following metric:

The permission to use is acquired for a defined number of Named Users for a defined EASY for Dynamics 365 Finance and Operations - Tenant.

Pricing and tiering are based on the current price list of EASY SOFTWARE AG.

The determining factor for the required number of licenses is the total number of registered Microsoft Dynamics 365 Finance and Operations - Users in the tenant, as all users are provided with the DMS and archiving functionalities of EASY Archive.

2.2 The Customer must regularly inform EASY, at least once a year, of the total number of their Microsoft Dynamics 365 Finance and Operations - Users and promptly notify any expansion in the number of users in the licensed Finance and Operations - Tenant.

2.3 Separate software maintenance does not have to be agreed upon.

2.4 The Customer is responsible for installing the software on their own or with the support of a suitable system integrator commissioned by them.

2.5 EASY may carry out automated checks regarding the scope of use. If a method of license measurement is already included in the software, EASY may use it. The Customer must set up remote access if necessary. Otherwise, the Customer must allow the use of a system or application-specific program for the duration of the license measurement and cooperate in its execution in a reasonable time.

2.6 EASY may carry out on-site checks in exceptional cases if there are objective indications of a breach of contract by the Customer. The Customer is obliged to cooperate with EASY in an appropriate manner when conducting such checks, in particular, he must grant EASY the necessary insight into his systems during remote checks and on-site checks. EASY will announce on-site checks with a reasonable notice period. EASY will announce on-site checks with a reasonable notice period. EASY will take appropriate account of the Customer's confidentiality interests and the protection of his business operations from impairment.

The Customer bears the costs of the inspection if the inspection reveals non-contractual use.

2.7 In all cases of termination of their right to use (e.g., by withdrawal from the contract), the Customer shall cease using the software and remove - to the extent technically possible - the provided software (coding) from their current systems. The Customer will immediately return any other provided contractual items to EASY. The Customer will subsequently confirm in writing to EASY that he has fulfilled this obligation.

2.8 EASY guarantees that the software is free from Third-Party rights and indemnifies the Customer from Third-Party claims, including the costs of legal defense. The indemnification requires that
- the Customer immediately informs EASY in writing of any claim made against them,
- the Customer does not take any legally relevant actions against the Third-Party, in particular, does not settle out of court without the written consent of EASY, does not make any acknowledgment or take any actions equivalent to that,
- the Customer supports EASY in the necessary extent in legal defense against the Third-Party, in particular, by providing information, and
- the Customer allows EASY to determine and implement the strategy of legal defense, in particular, by selecting lawyers and drafting pleadings. The Customer will issue the necessary declarations and powers of attorney for this purpose. EASY will appropriately consider the legitimate interests of the Customer in legal defense.

2.9 In the event of conflicting Third-Party rights, EASY will make reasonable efforts at its own expense to ensure that the Customer can continue to use the affected software. To this end, EASY
- may either provide the Customer with the necessary rights for further use or
- modify the respective software so that Third-Party rights are no longer affected without restricting its usability and without changing EASY's performance obligations.

2.10. If EASY is unable to remedy the situation, EASY may terminate the contract. The Customer 's further rights remain unaffected.

## 3 Additional Usage Rights

3.1 The Customer is granted permission to use the software for testing purposes in a test tenant in addition to its regular use. Additional licensing of an EASY archive is not required for these test scenarios.

3.2 The Customer is not entitled to modify the software or have it modified by Third-Parties without having obtained EASY's prior consent. If the Customer modifies the software, they lose both their usage rights and all warranty and liability claims. In cases of unauthorized modification, EASY reserves the right to claim damages.

3.3 The Customer 's rights under Section 69e of the German Copyright Act (UrhG) remain unaffected.

3.4 The Customer does not receive any further rights to the software.

3.5 The Customer shall not remove copyright notices and other indications of authorship located in the program, on data carriers, or in product documentation.

## 4 License Fee and Usage Duration

4.1 For the contractual use of the software, the Customer pays a license fee according to the current valid price list of EASY or as per offer.

4.2 The license fee for the subscription of a time-limited usage right is due monthly in advance unless the parties agree otherwise. If the Customer is in default of payment of the license fee for more than 3 months, EASY has the right to terminate the license agreement extraordinarily, with the consequence that the Customer loses their usage rights upon the effective date of the extraordinary termination.

4.3 The duration of a time-limited usage right is 12 months unless the parties agree otherwise.

July 1, 2020

**Appendix 1 of the License Terms**
Special Provisions on the Software Maintenance of EASY for Dynamics 365 Finance and Operations

**Annex 1** of the License Terms
**Special Provisions on the Maintenance and Support of EASY for Dynamics 365 Finance and Operations**

**1. Scope of Services**

1.1 EASY assumes the maintenance and support for the EASY for Dynamics 365 Finance and Operations software of EASY SOFTWARE AG listed in the Order confirmation.
The aim of these maintenance and support conditions is to assist the Customer in resolving system malfunctions through EASY, in order to keep unplanned system downtime to a minimum in terms of number and duration. In addition, these maintenance and support provisions regulate the delivery of current software updates to the Customer.

1.2 For the maintenance of products using EASY for Dynamics 365 Finance and Operations from EASY SOFTWARE AG, the following provisions take precedence over EASY's general license and software maintenance terms.

**2. Scope of System Maintenance**

2.1 Definition of Terms
*Working day:* Monday to Friday from 8:00 am to 5:00 pm, excluding nationally designated public holidays.
*Reaction:* The recording and analysis of the fault report or the determination of the cause of the fault.
*Reaction time:* The time between reporting and the first reaction, measured during a working day (time until the first qualified response).
Release change or update: Installing the next higher software version, measured by the installed software version.
*P1 – System malfunction:* System downtime, i.e. failure of the entire system, no production possible.
*P2 – System malfunction:* Critical system state, i.e. failure of a relevant subsystem, limited production possible.
*P3 – System malfunction:* Failure of non-critical system components, no significant disruption to production operations.

2.2 Fault reports and inquiries
Faults and inquiries can be submitted to EASY exclusively by trained and authorized employees of the Customer via EASY's support portal. The training of the Customer 's employees for the deployed products is carried out by EASY no later than the end of the project.
The authorized contacts will be named by the Customer no later than one month after the conclusion of the maintenance contract.

2.3 Maintenance services
EASY provides the following service services for the software products and developments listed in the Order confirmation.
*Software maintenance:* Free delivery of software updates and upgrades for the software licenses listed in the Order confirmation.
For the maintenance of Third-Party software provided, which is separately listed in the Order confirmation, the regulations of the respective manufacturers attached to an annex to the Order confirmation apply.
*Fault acceptance:* Authorized employees of the Customer can submit their inquiries electronically via the support portal, which will then be processed by EASY. The Customer reports occurring problems with the software exclusively via this portal.
*Reaction times:* Within a working day, reaction times of one working hour for P1 system malfunctions, eight working hours for P2 system malfunctions, and sixteen working hours for P3 system malfunctions and other inquiries are maintained.
*Fault rectification:* EASY endeavors to rectify an occurring malfunction as quickly and efficiently as possible. As far as it is technically possible or justifiable, the fault rectification will be carried out as remote maintenance to minimize processing times.

**3. Exclusion**
The maintenance of the deployed hardware, the operating system environment, and the network is excluded. A separate agreement may need to be made if necessary.

The Services do not include:

- Installation for the purpose of the initial establishment of operational readiness and the implementation of updates installations

- development of software programs that have functions other than those specified in the product description

- introduction and training of the Customer

- Error correction and advice on errors attributable to incorrect operation by the Customer

- The recovery of lost or damaged data stocks and damaged system environments that were not clearly caused by EASY's intervention.

**4. Rights and Obligations of the Customer**

4.1 As long as EASY is obliged to perform maintenance, the Customer must have all maintenance and other relevant work on the products to be maintained carried out only by EASY or, with EASY's prior consent, by Third-Parties.

4.2 The Customer is obliged to carry out and document any administrative tasks to be performed by themselves exclusively in accordance with EASY's instructions.

4.3 The basis of this contract and the maintenance fees is an online remote maintenance connection provided by the Customer to EASY. As far as technically possible and justifiable by the Customer, the remote maintenance connection is of the Site-to-Site-VPN type. If the Customer does not provide corresponding remote maintenance options, the additional expenses incurred will be charged at a flat rate of 25% on top of the respective price for the maintenance services.

4.4 The Customer undertakes to use an existing test system on which all modifications to the software can be tested under conditions that are as close as possible to production conditions. This applies in particular to modifications made by the Customer themselves as well as before installing new release, version, or correction statuses of the software.

4.5 The Customer is obliged to provide EASY with the necessary cooperation for the provision of the maintenance service.

4.6 The Customer is responsible for backing up their data on suitable media and for the storage of these data carriers. This also applies to regular testing for the successful restoration of the backed-up system state.

4.7 The Customer is obliged to provide EASY with the documents and information necessary for the fulfillment of their obligations.

**5. Commencement of Maintenance**

The parties shall determine when the maintenance relationship begins in the corresponding Order confirmation.

# General License Terms for EASY Contract Cloud Services

## 1. Subject matter

These license terms form the basis for the relationship between the parties regarding the use of one or more EASY Contract Cloud Services (Service) by the Customer, which are offered and operated as a Cloud Service (SaaS). They describe the framework conditions for the use of the EASY Contract Cloud Service, but not any related services unless they involve initial setup or implementation services or technical support for the Service.

## 2. Rights of use

2.1 EASY SOFTWARE AG grants the Customer, during the term (§ 3), the simple, non-transferable, and geographically unrestricted right to use the EASY Contract Cloud Service (Service) and the Service documentation exclusively for processing the internal business transactions of the Customer and its affiliated companies, in each case according to the contractual terms and the Service Description https://easy-software.com/en/easy-contract-cloud-service-description/.

2.2 The Customer may allow its authorized users (Users) to use the Service within the contractually agreed scope, according to the usage metrics and volumes agreed upon in the Order/confirmation of Order. The access data for the Service may not be used multiple times or by multiple persons simultaneously. However, it can be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer is responsible for the actions and omissions of its authorized users, affiliated companies, and business partners as if they were its own actions and omissions and obligates them to use the Service in accordance with the contract. Otherwise, the Customer is prohibited from sublicensing, selling, leasing, renting, or otherwise making the Service available to Third-Parties.

2.3 The Customer is prohibited from doing the following when using the Cloud Service:

2.3.1 Copying, translating, disassembling, decompiling, reverse engineering, or otherwise modifying the Service or documentation (in whole or in part) or creating derivative works thereof (unless permitted by mandatory law and technically possible). However, the documentation may be copied to the necessary extent for internal use;

2.3.2 using the Service in a way that violates applicable law, particularly transmitting information and data that are illegal or infringe upon Third-Party protective rights; and

2.3.3 any action that endangers or circumvents the operation or security of the Service.

2.4 The Customer is responsible for monitoring the use of the Service and promptly reports in writing to EASY SOFTWARE AG any use that goes beyond the contractual agreements, in particular usage metrics and volumes exceeding the agreed-upon amounts. In this case, the Customer is obligated to sign an extension agreement indicating the additional use and additional remuneration. The corresponding remuneration accrues from the day the exceedance occurs. EASY SOFTWARE AG is entitled to verify the contractual use of the Service, particularly compliance with the agreed usage metrics and volumes.

2.5 EASY SOFTWARE AG may temporarily suspend the Customer's access (in particular, usernames and passwords) to the Service for the purpose of averting damage, if and to the extent that there is a sufficient likelihood that further non-contractual use of the Cloud Service by the Customer, authorized users or a Third-Party using the Customer access data could have a detrimental effect on the Service, an EASY Cloud Service or the Cloud Service of a Third-Party, or on other EASY Customer s or Third-Party rights in a manner that requires immediate action to avert damage. EASY SOFTWARE AG will promptly notify the Customer of such suspension. To the extent circumstances permit, the Customer will be informed in advance in writing or by email. EASY SOFTWARE AG will limit the suspension in terms of duration and scope as reasonable under the circumstances of the individual case.

2.6 The Service may contain links to web services provided by EASY SOFTWARE AG, EASY partners, or Third-Party providers on external websites that can be accessed through the Cloud Service and are subject to the usage regulations of these providers. EASY SOFTWARE AG only facilitates technical access to the content of integrated services, for which Third-Parties are solely responsible.

2.7 Authorized users can access services defined in more detail in the Service Description via mobile applications (mobile apps) that are themselves made available through Third-Party websites, such as the Microsoft Azure Marketplace, Apple App Store, or an Android-specific AppStore. The use of these mobile applications themselves is subject to the terms agreed upon when downloading or accessing the mobile application, and not the regulations of these license terms.

## 3. Contract term and termination

3.1 The license agreement shall come into effect upon the Customer's acceptance of an offer from EASY SOFTWARE AG (Order) and a final Order confirmation from EASY SOFTWARE AG.

3.2 The term and the start of use can be found in the offer from EASY SOFTWARE AG, which forms the basis of these license terms. The offered term is considered agreed upon acceptance of the offer and automatically extends after the expiration of the notice period by a period of another 12 months ("extended term"). With a notice period of 90 days prior to the expiry of the initial term or each renewed term, the Customer is entitled to either:

3.2.1 terminate the usage agreement in writing, or

3.2.2 reduce the number of defined users and/or packages.

The Customer's termination or reduction of the defined users/packages must be sent in writing to the address provided above. EASY SOFTWARE AG is entitled to terminate the usage contract in writing with a notice period of 90 days before the expiration of the initial term or the respective current extended term.

3.3 The termination must be in writing. For commercial Customer s, email and fax do not suffice as written form.

3.4 The parties reserve the right to terminate the usage contract for good cause. Important reasons for termination by EASY SOFTWARE AG include, in particular:

3.4.1. a not insignificant breach of obligations from the supply or service contracts concluded within the framework of this contract, in particular non-settlement of claims;

3.4.2 serious contractual violations or breach of extrajudicial arrangements made together, leading to the loss of mutual trust or the basis of the business relationship;

3.4.3. application for the opening of insolvency proceedings, as well as rejection of the opening of insolvency proceedings due to lack of assets, or submission of an affidavit or a similar procedure;

3.4.4. complete or partial and substantial cessation of business activities, with an actual or foreseeable duration of more than 6 months.

3.5 In the period between the announcement and the effectiveness of the termination and for a period of 30 days after the end of the contract, EASY SOFTWARE AG will enable the return of Customer data from the Customer's productive cloud system to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator allow this. Data that is still on the servers after the termination becomes effective, including Customer data, will be finally and irrevocably deleted no later than 90 days after, unless the data center operator does not technically allow such deletion or the further storage of such data is required according to the applicable laws and regulations as agreed upon by the parties. The Customer will take appropriate measures to ensure compliance with the necessary legal requirements for data retention, for example, by regularly backing up to their data storage devices. The Customer will also not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

3.6   In return, the Customer agrees to return all EASY Contract Cloud Service products in its possession (e.g. documentation that the Customer does not require for mandatory procedural documentation) upon request, or to give EASY SOFTWARE AG the opportunity to take possession of the products provided after a reasonable period (maximum of three months after request).

**4. Fees, Service Packages & Licenses, Billing**

4.1 The Customer orders the EASY Contract Cloud Service from EASY SOFTWARE AG at a license fee based on the metric (e.g., number of users, files, other units or data records), as agreed upon acceptance of the offer.

The license fee is to be paid in advance; this applies to both one-time fees and periodic usage fees. No discounts will be granted.

Payments are due 14 days after the beginning of the month. Upon due date, EASY SOFTWARE AG may charge default interest at the applicable statutory default interest rate.

4.2 All agreed remuneration is subject to the applicable value-added tax.

4.3 If the Customer requests additional services (e.g., more users), an amendment to the current license agreement will be made.

4.4 EASY SOFTWARE AG is entitled to verify the actual level of usage by the Customer (e.g., active users of EASY Contract Cloud Services). This verification must be announced to the Customer in advance.

4.5 The use of EASY Cloud Platform interfaces to connect the services of EASY SOFTWARE AG to this platform requires a separate agreement between the Customer and EASY and is therefore subject to the provisions of the then-valid EASY price list. The type and amount of invoicing for the use of such an EASY interface will be agreed upon separately between the Customer and EASY unless the parties expressly agree in writing to something different.

4.6 EASY SOFTWARE AG reserves the right to temporarily block access to the EASY Contract Cloud Service, in whole or in part, until payment is made, should the payment obligations to EASY SOFTWARE AG not be met within 3 months after the payment due date. EASY SOFTWARE AG will inform the Customer about such a step with a reasonable notice period.

4.7 The Customer can only offset claims with undisputed or legally established claims and can only base a right of retention on undisputed or legally established claims.

4.8 EASY SOFTWARE AG is entitled to increase the agreed prices for EASY Contract Cloud Services, subject to a 90-day advance notice period, by a written adjustment declaration at its reasonable discretion in accordance with the following principles:

4.8.1. The first price increase is limited to the percentage by which the index has cumulatively increased, based on the value of the index at the time the Order comes into effect. All subsequent price increases are limited to the percentage by which the index has cumulatively increased since then, based on the index level at the time of the previous price increase ("change frame").

4.8.2. For determining the change frame, the index of the average gross monthly earnings of full-time employees in Germany for the economic sector of providing information technology services (currently published quarterly by the Federal Statistical Office in Series 16, Volume 2.4, Group J 62) is to be used as a basis. If this index is no longer published, the index published by the Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be used to determine the change frame.

4.8.3. Such an increase takes effect at the beginning of the next extension period of the Order.

4.8.4. If there are changes in fees, EASY SOFTWARE AG will inform the Customer about such changes in advance. In the event of an increase of more than 5%, the Customer is entitled to terminate the license agreement at the end of the agreed term or reject the increase within forty-five (45) days after notification of the increase. The termination must be made in writing.

If the Customer rejects the increase, EASY SOFTWARE AG may terminate the license agreement, observing a notice period of six (6) months.

**5. Service Level, Maintenance Windows, and Support**

The availability of the EASY Contract Cloud Service, the service levels, and maintenance windows, as well as the support provided by EASY SOFTWARE AG, depend on the services 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 must observe the respective valid General Terms and Conditions for EASY Cloud Platform Services of EASY SOFTWARE AG.

To the extent that it is technically and legally possible for EASY SOFTWARE AG, taking into account these dependencies, they provide support in accordance with the support conditions attached as an annex to these license terms or referenced therein.

**6. Data Protection and Data Security**

The Customer concludes a contract with EASY for data processing on behalf, according to the EU General Data Protection Regulation (GDPR). The contract text is available at
https://easy-software.com/en/ag/contracts/odpa/ and is considered concluded between the parties upon Order confirmation unless the parties individually agree on a primarily applicable contract for data processing on behalf.

The parties can individually agree on a different contract for data processing on behalf of the client.

**7. Warranty**

7.1   EASY SOFTWARE AG guarantees that the EASY HR Cloud Service (Service) meets the specifications agreed upon in the Service Description https://easy-software.com/en/easy-contract-cloud-service-description/ during its term and that the Service does not infringe on the rights of Third-Parties when used by the Customer in accordance with the contract. EASY SOFTWARE AG eliminates defects in material and legal defects of the service in accordance with Section 4. If EASY SOFTWARE AG has not eliminated the defect even after the expiry of a reasonable grace period set by the Customer in writing, and the suitability of the service is thereby more than just insignificantly reduced, the Customer has the right to terminate the contract, which must be in writing. If the suitability of the service for its contractual use is more than just insignificantly reduced, the Customer has the right to reduce the remuneration appropriately. § 10 applies to claims for damages due to defects.

The liability independent of fault for defects already present at the time of contract conclusion according to § 536a paragraph 1 Alt. 1 BGB (German Civil Code) is excluded. 1 BGB (German Civil Code) is excluded.

7.2 For consulting services provided as work services, EASY SOFTWARE AG guarantees that the consulting service corresponds to the agreed Service Description. The warranty is provided by subsequent performance in accordance with paragraph 4. If the subsequent performance fails after the expiration of a reasonable grace period set by the Customer in writing, the Customer has the right to reasonably reduce the remuneration to be paid in the corresponding Order for the affected consulting service or to withdraw from the Order to that extent. § 9 applies to claims for damages due to defects.

7.3 If EASY SOFTWARE AG does not provide consulting services that are not subject to acceptance, or does not provide them properly, or commits other breaches of duty in consulting services or in the cloud service outside the scope of material and legal defect liability, the Customer must notify EASY SOFTWARE AG in writing and grant EASY SOFTWARE AG a grace period of sufficient length, during which EASY SOFTWARE AG is given the opportunity to properly fulfill the service or to remedy the situation in another way. § 9 applies to claims for damages.

7.4   EASY SOFTWARE AG remedies defects in a Cloud Service or acceptance-related consulting services by providing the Customer with a

new, defect-free version of the Consulting Service or Cloud Service or by fixing the defect at their discretion. The remedy of defects may also consist of EASY SOFTWARE AG showing the Customer reasonable ways to avoid the effects of the defect. In the case of legal defects, SAP will, at its own discretion, either (i) secure the Customer 's right to use the Cloud Service or Consulting Service in accordance with the agreement, or (ii) replace or modify the Cloud Service or Consulting Service so that the infringement claim is lifted, without unreasonably affecting the Customer 's contractual use, or (iii) terminate the Order (Order) to that extent, refund the Customer for any prepaid remuneration for the remaining term after the termination date, and provide compensation within the framework of § 10.

7.5   The Customer is obliged to immediately report any breaches of duty by EASY SOFTWARE AG in writing, with a precise description of the reason.

7.6   Warranty claims for material and legal defects of consulting services subject to acceptance expire one year after acceptance. The warranties for the Cloud Service apply accordingly to the support.

**8. Confidentiality**

Both contracting parties shall treat all confidential information and all trade secrets of the other party as confidential, which were obtained in connection with the execution of the contract for EASY Contract Cloud Services or other EASY Services, and which were expressly marked as confidential or secret, or of which it must be assumed that they are confidential or secret.

**9. Liability**

9.1. In all cases of contractual and non-contractual liability, EASY SOFTWARE AG provides compensation for damages or futile expenses only:

9.1.1. in the case of intent, in full; in the case of gross negligence and in the absence of a guaranteed quality, only to the extent of the foreseeable damage that the breached duty or guarantee was intended to prevent;

9.1.2. in other cases: only for the violation of a material obligation if the purpose of the contract is jeopardized, always limited to EURO 100,000.00 per case of damage.

Furthermore, liability for indirect damages is excluded. The parties understand indirect damages to mean damages which a person familiar with the contract and the subject matter and acting with due diligence could not reasonably have expected (consequential damages), as well as damages resulting from an error in a Third-Party system. Excluded are also damages to reputation, lost profits, or payments with a punitive character.

The plea of contributory negligence remains open. The liability limitations according to paragraph 1 do not apply to liability for personal injury and liability under the Product Liability Act.

9.1.3. For all claims against EASY SOFTWARE AG for damages or futile expenses in contractual and non-contractual liability, a limitation period of one year applies. This does not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act. The limitation period according to paragraph 2 sentence 1 begins at the time specified in § 199 para. 1 BGB (German Civil Code). Regardless of knowledge, claims for damages become subject to the statute of limitations three years after the occurrence of the damage. The aforementioned liability limitations also apply to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

9.2   Contents of the EASY Contract Cloud Services are provided without warranty of defects. "Contents" refers to texts, numerical data, graphic data, and other data or content that is provided via EASY Contract Cloud Services or otherwise in connection with EASY Contract Cloud Services by EASY SOFTWARE AG, EASY partners, or Third-Parties. EASY SOFTWARE AG does not warrant the accuracy, freedom from Third-Party rights, or completeness of such content. The Customer uses such content at their own risk. EASY SOFTWARE AG assumes no liability to the Customer or Third-Parties concerning the Customer 's use of or reliance on this content.

**10. Changes to Terms**

10.1 EASY SOFTWARE AG reserves the right to make changes to this agreement for the future. These changes will only be made if there is a reasonable necessity, such as technically required changes to the scope of functions of the Cloud Services and the associated terms of use.

10.2 EASY SOFTWARE AG also reserves the right to make changes to documentation that is part of the EASY Contract Cloud Service usage agreement by reference (e.g. Service Description, price list, support concept) for technical or organizational reasons with future effect.

10.3 Such changes will take effect three (3) months after the Customer has been notified in writing or electronically by EASY SOFTWARE AG. If the justified interests of the Customer are significantly affected by these changes, the Customer is entitled to terminate the usage contract at the end of the aforementioned period with a notice period of two (2) months before the changes take effect. If the Customer does not terminate the contract within the specified period, the changes will be considered accepted by the Customer.

**11. Other provisions**

11.1 The exclusive jurisdiction for all legal disputes arising from or in connection with the EASY Contract Cloud Services contract is Essen, North Rhine-Westphalia.

11.2 Should individual provisions of the usage contract be or become invalid, the validity of the other provisions shall not be affected. Instead, a provision will be added that is as similar as possible to the invalid provision and is lawful, valid, and enforceable.

**Appendix**

**Service Description and Support Conditions of EASY Contract Cloud Services**

1.

**Conditions "Service" (Service Description) for EASY Contract Cloud Service**

https://easy-software.com/en/easy-contract-cloud-service-description/.

2.

**Conditions "Support" for EASY Contract Cloud Services**

https://easy-software.com/en/easy-contract-cloud-service-description/.

# License Terms for EASY Invoice Smart Cloud

## 1. Subject matter

These license terms form the basis for the relationship between the parties regarding the use of one or more EASY Invoice Smart Cloud Services ('EASY Invoice Smart Cloud' or, in short, 'Service') by the Customer, offered and operated as a Cloud Service (SaaS). They describe the framework conditions for the use of EASY Invoice Smart Cloud but not any related services, unless it concerns initial setup services or technical support for the Service.

## 2. Rights of use

2.1 EASY SOFTWARE AG grants the Customer, during the term (§ 3), a simple, non-transferable, and geographically unrestricted right to use EASY Invoice Smart Cloud as well as the Service documentation exclusively for processing internal business transactions of the Customer and its affiliated companies, in each case according to the contractual terms and the Service Description
https://easy-software.com/en/service-description/easy-invoice-smart/.

2.2 The Customer may allow its authorized users (Users) to use the Service within the contractually agreed scope, according to the usage metrics and volumes agreed upon in the Order/confirmation of Order. The access data for the Service may not be used multiple times or by multiple persons simultaneously. However, it can be transferred from one person to another if the original user is no longer authorized to use the Service. The Customer is responsible for the actions and omissions of its authorized users, affiliated companies, and business partners as if they were its own actions and omissions and obligates them to use the Service in accordance with the contract. Otherwise, the Customer (excluding sales partners of EASY SOFTWARE AG) is prohibited from sublicensing, leasing, renting, or otherwise making the Service available to Third-Parties.

2.3. The Customer is prohibited from doing the following when using the Cloud Service:

2.3.1 Copying, translating, disassembling, decompiling, reverse engineering, or otherwise modifying the Service or documentation (in whole or in part) or creating derivative works thereof (unless permitted by mandatory law and technically possible). 2.2 However, the documentation may be copied to the necessary extent for internal use;

2.3.2 using the Service in a way that violates applicable law, particularly transmitting information and data that are illegal or infringe upon Third-Party protective rights; and

2.3.3 endangering or circumventing the operation or security of the Service.

2.4. If the Customer intends to use the Service beyond the agreed-upon scope of use, they are obliged to either a) sign an extension agreement, which shows the additional use and additional remuneration, or b) separately compensate for the overuse. The corresponding remuneration accrues from the day the exceedance occurs. EASY SOFTWARE AG is entitled to verify the contractual use of the Service, particularly compliance with the agreed usage metrics and volumes.

2.5. EASY SOFTWARE AG may temporarily suspend the Customer 's access (in particular, usernames and passwords) to the Service for damage prevention if and to the extent that there is sufficient probability that the continued non-contractual use of the Cloud Service by the Customer , authorized users, or a Third-Party using the Customer 's access data could adversely affect the Service, another EASY Cloud Service, or a Third-Party's Cloud Service, or other EASY Customers or Third-Party rights in a manner that requires immediate action for damage prevention. EASY SOFTWARE AG will promptly notify the Customer of such suspension. To the extent circumstances permit, the Customer will be informed in advance in writing or by email. EASY SOFTWARE AG will limit the suspension in terms of duration and scope as reasonable under the circumstances of the individual case.

The Service may contain links to web services provided by EASY SOFTWARE AG, EASY partners, or Third-Party providers on external websites that can be accessed through the Service and are subject to the usage regulations of these providers EASY SOFTWARE AG only provides the technical access to the contents of integrated services, for which Third-Parties are solely responsible for the content.

2.6. Authorized users can access services defined in more detail in the Service Description via mobile applications (mobile apps) that are themselves made available through Third-Party websites, such as the Microsoft Azure Marketplace, Apple App Store, or an Android-specific AppStore. The use of these mobile applications themselves is subject to the terms agreed upon when downloading or accessing the mobile application, and not the regulations of these license terms.

## 3 Contract Duration and Termination

3.1 The license agreement shall come into effect upon the Customer 's acceptance of an offer from EASY SOFTWARE AG (Order) and a final Order confirmation from EASY SOFTWARE AG.

3.2. The term and the start of use can be found in the offer from EASY SOFTWARE AG, which forms the basis for these license terms. The offered term is considered agreed upon acceptance of the offer and automatically extends after the expiration of the notice period by a period of another 12 months ("extended term"). The Customer is entitled (i) to terminate the usage contract in writing or (ii) to reduce the share of defined users and/or packages, with a notice period of 90 days before the expiration of the initial term or the respective extended term. The Customer 's termination or reduction of the defined users/packages must be sent in writing to the address provided above. EASY SOFTWARE AG is entitled to terminate the usage contract in writing with a notice period of 90 days before the expiration of the initial term or the respective current extended term.

3.3. The termination must be in writing. For commercial Customers, an email with an attached termination letter featuring at least an advanced (digital) signature of the authorized signatory(ies) is sufficient to meet the written form requirement.

3.4 The parties reserve the right to terminate the usage contract for good cause. Important reasons for termination by EASY SOFTWARE AG include, in particular:

3.4.1. a not insignificant breach of obligations from the supply or service contracts concluded within the framework of this contract, in particular non-settlement of claims;

3.4.2 serious contractual violations or breach of extrajudicial arrangements made together, leading to the loss of mutual trust or the basis of the business relationship;

3.4.3. application for the opening of insolvency proceedings, as well as rejection of the opening of insolvency proceedings due to lack of assets, or submission of an affidavit or a similar procedure;

3.4.4 complete or partial and significant cessation of business activities if the actual or foreseeable duration is more than 6 months.

3.5. In the period between the announcement and the effectiveness of the termination and for a period of 30 days after the end of the contract, EASY SOFTWARE AG will enable the return of Customer data from the Customer's productive cloud system to the Customer, if and to the extent that the contracts concluded by EASY SOFTWARE AG with the data center operator allow this. Data that is still on the servers after the termination becomes effective, including Customer data, will be finally and irrevocably deleted no later than 90 days after, unless the data center operator does not technically allow such deletion or the further storage of such data is required according to the applicable laws and regulations as agreed upon by the parties. The Customer will take appropriate measures to ensure compliance with the necessary legal requirements for data retention, for example, by regularly backing up to their data storage devices. The Customer will also not assert any claims against EASY SOFTWARE AG or its subcontractors for whose defense such data may be necessary.

3.6. In return, the Customer is obliged to destroy, return upon request, or grant EASY SOFTWARE AG the opportunity to take possession of all non-digital EASY Invoice Smart Cloud products in their possession (e.g.,

documentation not required for mandatory process documentation) within a reasonable period (max. three months after the request).

**4 Fees, Service Packages & Licenses, Billing**

4.1. The Customer orders the EASY Invoice Smart Cloud service from EASY SOFTWARE AG at a license fee based on the metric "number of invoices and number of users per contract term" (and possibly additional functional options), as agreed upon acceptance of the offer.

The license fee is to be paid in advance; this applies to both one-time fees and periodic usage fees. No discounts will be granted.

Payments are due 14 days after the beginning of the month. Upon due date, EASY SOFTWARE AG may charge default interest at the applicable statutory default interest rate.

4.2. All agreed remuneration is subject to the applicable value-added tax.

4.3. If the Customer requests additional services (e.g., more users), an amendment to the current license agreement will be made.

4.4. EASY SOFTWARE AG is entitled to verify the actual usage level by the Customer (e.g., the number of processed invoices or active users of EASY Invoice Smart Cloud).

4.5. If the Customer intends to use additional EASY SOFTWARE AG Cloud Services beyond EASY Invoice Smart Cloud, this requires the conclusion of a separate agreement and may, therefore, be subject to separate license terms and the provisions of the then-valid EASY price list.

4.6. EASY SOFTWARE AG reserves the right to temporarily block access to EASY Invoice Smart Cloud, in whole or in part, until payment is received, should payment obligations towards EASY SOFTWARE AG not be met within 3 months after the payment due date. EASY SOFTWARE AG will inform the Customer about such a step with a reasonable notice period.

4.7. The Customer can only offset undisputed or legally established claims and base a right of retention only on undisputed or legally established claims.

4.8. EASY SOFTWARE AG is entitled to increase the agreed prices for EASY Invoice Smart Cloud, taking into account a 90-day advance notice period to the Customer, by means of a written adjustment notice at its reasonable discretion, adhering to the following principles:

4.8.1. The first price increase is limited to the percentage by which the index has cumulatively increased, based on the value of the index at the time the Order comes into effect. All subsequent price increases are limited to the percentage by which the index has cumulatively increased since then, based on the index level at the time of the previous price increase ("change frame").

4.8.2 For determining the change frame, the index of the average gross monthly earnings of full-time employees in Germany for the economic sector of providing information technology services (currently published quarterly by the Federal Statistical Office in Series 16, Volume 2.4, Group J 62) is to be used as a basis. If this index is no longer published, the index published by the Federal Statistical Office that most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be used to determine the change frame.

4.8.3. Such an increase takes effect at the beginning of the first month following the expiration of the advance notice period.

4.8.4. If there are changes in fees, EASY SOFTWARE AG will inform the Customer about such changes in advance. In the event of an increase of more than 10%, the Customer is entitled to terminate the license agreement at the end of the agreed term or reject the increase within forty-five (45) days after notification of the increase. The termination must be made in writing. If the Customer rejects the increase, EASY SOFTWARE AG may terminate the license agreement, observing a notice period of six (6) months.

**5 Service Level, Maintenance Windows, and Support**

The availability of the service, the service levels, maintenance windows, and technical support provided by EASY SOFTWARE AG are subject to the support conditions attached or referred to as an annex to these license terms.

**6 Data Protection and Data Security**

The Customer concludes a contract with EASY for data processing on behalf, according to the EU General Data Protection Regulation (GDPR). The contract text is available at
https://easy-software.com/en/ag/contracts/odpa/ and is considered concluded between the parties upon Order confirmation unless the parties individually agree on a primarily applicable contract for data processing on behalf.

**7 Warranty**

7.1. EASY SOFTWARE AG guarantees that during its term, EASY Invoice Smart Cloud (Service) meets the specifications agreed upon in the Service Description
https://easy-software.com/en/service-description/easy-invoice-smart/
and that the service does not infringe upon the rights of Third-Parties when used by the Customer in accordance with the contract. EASY SOFTWARE AG eliminates defects in material and legal defects of the service in accordance with Section 3. If EASY SOFTWARE AG has not eliminated the defect even after the expiry of a reasonable grace period set by the Customer in writing, and the suitability of the service is thereby more than just insignificantly reduced, the Customer has the right to terminate the contract, which must be in writing. If the suitability of the service for its contractual use is more than just insignificantly reduced, the Customer has the right to reduce the remuneration appropriately. § 9 applies to claims for damages.

The liability independent of fault for defects already present at the time of contract conclusion according to § 536a paragraph 1 Alt. 1 BGB (German Civil Code) is excluded. 1 BGB (German Civil Code) is excluded.

7.2. If EASY SOFTWARE AG does not provide consulting services 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 and legal defects, the Customer must lodge a written complaint with EASY SOFTWARE AG and grant EASY SOFTWARE AG a reasonable grace period within which EASY SOFTWARE AG is given the opportunity to properly fulfill the service or otherwise remedy the situation. § 9 applies to claims for damages.

7.3. EASY SOFTWARE AG will remedy defects in a Cloud Service by either providing the Customer with a new, defect-free version of the Cloud Service or by rectifying the defect, at its discretion. The remedy of defects may also consist of EASY SOFTWARE AG showing the Customer reasonable ways to avoid the effects of the defect. In the case of legal defects, EASY SOFTWARE AG will, at its own discretion, either (i) secure the Customer's right to use the Cloud Service in accordance with the agreement, or (ii) replace or modify the Cloud Service so that the infringement claim is removed without unreasonably affecting the Customer's contractual use, or (iii) terminate the Order (Order) to that extent and refund the Customer any pre-paid fees for the remaining term after the termination date, as well as pay damages within the scope of § 9.

7.4. The Customer is obliged to immediately report any defects to EASY SOFTWARE AG in writing, providing a precise description of the defect.

**8 Confidentiality**

Both parties shall treat all confidential information and trade secrets of the other party as confidential, which were acquired in connection with the execution of the contract for EASY Invoice Smart Cloud or other EASY Services, and which were expressly marked as confidential or secret or which must be assumed to be confidential or secret.

**9 Damages, Liability**

9.1. In all cases of contractual and non-contractual liability, EASY SOFTWARE AG shall only pay damages:

9.1.1. in the case of intent, in full; in the case of gross negligence and in the absence of a guaranteed quality, only to the extent of the foreseeable damage that the breached duty or guarantee was intended to prevent;

9.1.2. In other cases: only for the breach of an essential obligation, if the purpose of the contract is jeopardized as a result;

9.1.3. Always limited to EUR 100,000 per case of damage, with a total maximum of EUR 500,000.

Furthermore, liability for indirect damages is excluded. The parties understand indirect damages to mean damages which a person familiar with the contract and the subject matter and acting with due diligence could not reasonably have expected (consequential damages), as well as damages resulting from an error in a Third-Party system. Excluded are also damages to reputation, lost profits, or payments with a punitive character.

The plea of contributory negligence remains open. The liability limitations according to paragraph 1 do not apply to liability for personal injury and liability under the Product Liability Act.

9.2. For all claims against EASY SOFTWARE AG for damages or futile expenses in contractual and non-contractual liability, a limitation period of one year applies. This does not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act. The limitation period according to paragraph 2 sentence 1 begins at the time specified in § 199 para. 1 BGB (German Civil Code). Regardless of knowledge, claims for damages become subject to the statute of limitations three years after the occurrence of the damage. The aforementioned liability limitations also apply to claims against employees, subcontractors, or other authorized representatives of EASY SOFTWARE AG.

9.3. The (data) contents of the EASY Invoice Smart Cloud Services are provided without any warranty for defects. "Contents" refer to texts (e.g., field labels), numerical data, graphic data, and other data or content provided through EASY Invoice Smart Cloud or in connection with EASY Invoice Smart Cloud by EASY SOFTWARE AG, EASY partners, or Third-Parties. EASY SOFTWARE AG does not warrant the accuracy, freedom from Third-Party rights, or completeness of such content. The Customer uses such content at their own risk. EASY SOFTWARE AG assumes no liability to the Customer or Third-Parties concerning the Customer 's use of or reliance on this content.

**10 Technical and Organizational Adjustments**

10.1. EASY SOFTWARE AG reserves the right to make changes to the terms of use with effect for the future. These changes will only be made if there is a reasonable necessity, such as technically required changes to the scope of functions of the Cloud Services and the associated terms of use.

10.2. EASY SOFTWARE AG reserves the right to make changes to documentation that is part of the EASY Invoice Smart Cloud terms of use by reference (e.g., Service Description, price list, support concept) for technical or organizational reasons with effect for the future.

10.3. Such changes will take effect two (2) months after the Customer is notified in writing or electronically by EASY SOFTWARE AG. If the justified interests of the Customer are significantly affected by these changes, the Customer is entitled to terminate the usage contract at the end of the above-mentioned period with a notice period of one (1) month before the changes take effect. If the Customer does not terminate the contract within the specified period, the changes will be considered accepted by the Customer.

**11 Miscellaneous Provisions**

11.1. The exclusive jurisdiction for all legal disputes arising from or in connection with the contract for EASY Invoice Smart Cloud is Essen, North Rhine-Westphalia.

11.2. Should individual provisions of the usage contract be or become invalid, the validity of the other provisions shall not be affected. Instead, a provision will be added that is as similar as possible to the invalid provision and is lawful, valid, and enforceable.

**Appendix**

**Service Description and support conditions for EASY Invoice Smart Cloud**

1.

**Conditions "Service" (Service Description) for EASY Invoice Smart Cloud:**

https://easy-software.com/en/service-description/easy-invoice-smart/

2.

**Conditions "Support" for EASY Invoice Smart Cloud:**

https://easy-software.com/en/service-description/easy-invoice-smart/

# General Terms and Conditions for EASY Managed Service Cloud Application Hosting

## 1   Subject of Cloud Application Hosting

The Customer uses software from EASY. The software products listed in annex package part 1 ("EASY software") and, if applicable, the associated software maintenance, are used. These Terms and Conditions include the application hosting services to be provided by EASY and the related managed service services, and are exclusively related to the software and infrastructure configuration listed in the annex package. The services provided by EASY aim to provide data center and operational services for EASY systems to the client. The services provided by EASY for the Customer's EASY software are summarized in section 2.1. The services require that the Customer provides or subscribes to the EASY software and, if applicable, the corresponding software maintenance.

## 2   Scope of Services

### 2.1.   EASY Cloud Application Hosting

With "EASY Cloud Application Hosting", EASY provides the Customer not only with the cloud infrastructure for the application(s), but also operates the EASY software. EASY provides the Customer with the operations team, which has the expert knowledge of a software manufacturer and many years of experience. As part of the service provision, EASY takes over all necessary tasks for the stable operation of the EASY software.

### 2.1.1   Cloud Infrastructure

The EASY data center is ISO 27001 certified. The entire data center architecture is fully redundant and mapped in two separate fire compartments. To ensure the highest possible availability, the EASY data center is connected to the Internet via two carriers.

Access to the EASY Cloud is via HTTPS and, if necessary, a VPN. The connections themselves are SSL encrypted.

The EASY Cloud infrastructure for the Customer is listed in Appendix 2, Part 2.

### 2.1.2   EASY Cloud Operation

EASY provides the contractually agreed services in compliance with ITIL.

The provision of services is exclusively for the operation of EASY software listed in the Attachment Package, Part 1, in the specified installation state. The provision of services requires that the Customer has subscribed to the EASY software or, in case of software purchase, the software has not reached the "End of Life" according to the current EASY Software Maintenance Terms and Conditions.

Extensions regarding the used EASY software products and solutions as well as increasing the number of components are to be agreed upon between EASY and the Customer. An expansion or increase will result in a corresponding adjustment of the service fee. In this case, EASY can also charge additional one-time costs for the assumption of additional services.

All EASY service personnel are familiar with ITIL service processes and have many years of experience in supporting and operating various IT solutions with special expertise in the field of EASY solutions.

EASY provides the following services in detail, which are listed in the table below for an overview:

| Pos. | Service Element | Description |
|---|---|---|
| 1 | EASY Service Delivery Lead | Technical contact person (Familiar with the Customer-specific implementation of EASY software and is the primary technical contact for the client) |
| 2 | Incident Management | Within the framework of Incident Management, malfunctions and suspected malfunctions are processed and resolved. Reporting channels: <br>• Monitoring<br>• Telephone<br>• E-Mail<br>• Support portal<br>The goal of EASY Incident Management is to quickly restore EASY applications or fix the issue. |
| 3 | Problem Management | Within the framework of Problem Management, recurring malfunctions are analyzed and solutions are developed. The aim is to achieve permanent problem resolution. If necessary, the EASY Managed Service operation creates a service request for the creation of a bug fix. |

| Pos. | Service Element | Description |
|---|---|---|
| 4 | Capacity Management | In cooperation with the Customer, occupied system resources are evaluated and recommendations for possible resource extensions are developed by EASY Managed Service Operations based on trends. |
| 5 | Patch Management | EASY Managed Service Operations reviews available patches for use in EASY software products used by the Customer and implements them in coordination with the Customer. This service element is proactively provided to the extent possible. |
| 6 | Change Management | The monthly flat rate includes a budget for changes beyond patch management and user creation. If available, changes are first made in the test system. This also applies to patch management. Execution of a change always occurs in coordination between the Customer and EASY. |
| 7 | Services Meeting | An annual service review meeting is held to present the services provided in the past and plan upcoming topics for the next year. |
| 8 | System Documentation | Performed adjustments and changes are recorded in the system documentation by the EASY Managed Service operation. |
| 9 | Client User Support | The service includes up to 5 authorized users of the client. An average contingent per month has been established for user management and application support in the service.<br>Any additional user support needs will be analyzed in the Service Review Meeting. |

### 2.2.   Service Organization

In Order to ensure a reliable and quick response to inquiries or faults, both the Customer and EASY require a service organization tailored to the purpose of the contract. The contact persons of the client and EASY are listed in **Annex 3** (Persons and Roles). Any changes to the contact persons must be notified in writing to the other party with a lead time of one week. If a party fails to make such notification, it must be considered as having received notification from the contact persons listed in Annex 3.

### 2.2.1   Delivery model

EASY may use a certified partner company for application operation as a central point of contact. Such use requires the Customer 's approval.

### 2.2.2   Customer service desk (department)

The Customer must provide its own user help desk (UHD). The staff of the Customer 's departments serve as the first point of contact for users. Fault reports are made to the Customer's own UHD, which then forwards tickets related to EASY products to the EASY service desk.

### 2.2.3   EASY service desk.

The EASY Service Desk is responsible for promptly and efficiently recording support and service requests and prioritizing them. During the agreed service hours, it is accessible to the contact persons named by the client via email.

#### 2.2.3.1.   EASY Service Delivery Lead

To ensure compliance with the services agreed with the Customer, EASY appoints a Service Delivery Lead (SDL). He is the technical contact person and the interface between the EASY service team and the Customer 's contact persons.

The main tasks of the SDL include:
1. Management of the service and product roadmap with the Customer
2. Monitoring and prioritization of support requests in compliance with the contractuallly agreed SLA
3. Monthly service report (KPIs)
4. Continuous improvement process
5. Regular status meetings at the beginning of each quarter.

The parties may agree on further tasks of the SDL in a separate agreement.

## 2.3. Technical services for service delivery

### 2.3.1 Service Portal

EASY provides the Customer with access to the EASY service portal. Via this service portal, the Customer can also submit support requests (tickets) and check their processing status.

### 2.3.2 Lead time

Dates for maintenance work, updates or other planned services must be communicated to the Customer in writing with a lead time of one week. Emergencies and incidents of priority 1 and 2 are exempt from this lead time.

## 2.4. Communication channels

The EASY service desk can be reached via the following communication channels:

1. By e-mail at: support@easy.de
2. https://servicedesk.easy-software.com/

## 2.5. Reporting channels

In case of fault reports, the Customer must use the defined communication channels and reporting methods. Otherwise, it cannot be guaranteed that the defined processes can be followed.

## 2.6. Service and response times

### 2.6.1 Standard service time for managed services:

Data center operation:

24x7, 365 days a year

Managed cloud operation: Monday to Friday from 08:00 to 18:00 except for federal and NRW holidays, Christmas Eve and New Year's Eve.

### 2.6.2 Availability

EASY availability (option): This availability complements the data center operation with access to the EASY expert team outside of the managed cloud operation.

This service is optional. If separately agreed, it applies:

24x7, 365 days a year.

During the standard service time, EASY processes inquiries received by phone, email or through the online service portal. If deadlines are defined in subsequent service level agreements during which a response, for example, must be made, the deadline only begins to run with the start of the availability time or is interrupted at the end of the availability time.

Availability in exceptional cases: For special situations, such as an update action on a weekend, availability time can be individually agreed. However, this can only be done with a lead time of at least 4 weeks and must be agreed and remunerated on a case-by-case basis based on our valid price list.

## 2.7. Reaction time

The response time is categorized by priorities.

### 2.7.1. Priority / Urgency

| Priority / Urgency | | | | |
|---|---|---|---|---|
| Impact / Criticality | Total failure | High | Medium | Low |
| High | Priority 1 | Priority 1 | Priority 2 | Priority 3 |
| Medium | Priority 1 | Priority 2 | Priority 3 | Priority 4 |
| Low | Priority 2 | Priority 3 | Priority 4 | Priority 4 |

The priority of a support case (1-4) results from the combination of impact (criticality) and urgency.

### 2.7.1.1. Impact (Criticality)

The impact (criticality) depends on the extent to which the failure of a system or application affects the business. For example, the failure of a testing system is less critical than the failure of a production system. The number of affected users can also be a criterion for classification as a business-critical system or application. The criticality is agreed upon in the system or application SLA.

The criticality of each system of the client is defined in **Annex 4.**

### 2.7.1.2. Urgency (Priority)

The urgency depends on whether a system or application

a) does not work at all (total failure/system outage),
b) allows limited work with significant impairments (high)
c) allows largely normal work, but with disruptions (medium)
d) is slightly affected (low)

When reporting incidents, the client must provide information about the affected system and describe the impact of the support case. The client determines the urgency.

### 2.7.2. Reaction time (for incidents)

Reaction time is the time between the arrival of an incident report at EASY (via one of the defined communication channels) and the beginning of qualified processing by an EASY employee.

The start of processing is communicated to the Customer via one of the defined communication channels. If the report is received outside the defined standby times, the time period starts with the next defined standby interval.

The agreement of reaction times serves to be able to handle incidents in a preferential and timely manner for particularly business-critical software, systems or applications - depending on the priority of the support case.

The reaction times are as follows:

| Priority | Reaction time |
|---|---|
| Priority 1 | 2 hours |
| Priority 2 | 4 hours |
| Priority 3 | 1 business day |
| Priority 4 | 3 business days |

"The response times apply within the service hours agreed in accordance with Section 2.6.1. In addition, the performance description under [reference to document] applies to the scope of services to be provided by EASY. https://easy-software.com/en/service-description/hosting/

## 3. Service scope

The following services are expressly not provided by EASY under these service terms:

3.1. Services that are Customer obligations or contributions according to section 4 of this contract.

3.2. Services outside the agreed service hours.

3.3. Services required due to the use of the software in a hardware or software environment not approved by EASY.

3.4. Services required due to unauthorized modifications of the software or customization by the Customer or Third-Parties.

3.5. Services related to the interoperability of the software provided by EASY with software from other vendors that are not subject to this service contract.

3.6. Services for discontinued and end-of-life (EoL) products. Individual arrangements are possible after examination by EASY and against an increased maintenance fee.

3.7. Acceptance of incidents, problem reports, or change requests by unauthorized persons (in particular users).

3.8. Design and implementation of classic software projects that modify or supplement existing systems and applications.

3.9. Installation of new systems or components.

3.10. Release updates and upgrades for major releases of EASY standard software - and resulting adjustments of EASY project and individual developments. The Customer is obliged to pay for services incurred in connection with the above-mentioned exclusions at the applicable remuneration rates.

## 4. Customer 's obligations to cooperate

The Customer 's obligations to cooperate are defined and specified in **Annex Package, Part 5.**

## 5. Other agreements

### 5.1. Employment of Subcontractors

Subcontractors are Third-Parties whose services EASY relies on to provide its services. Companies associated with EASY within the meaning of § 15 of the German Stock Corporation Act (AktG) are not considered subcontractors and may be commissioned by the contractor, subject to compliance with data protection requirements, to provide services at any time. EASY is entitled to use subcontractors with the Customer 's consent to provide the services owed under this contract.

Use of Subcontractors with Customer Consent. EASY may use subcontractors with the Customer 's consent. EASY will provide the client with information about the subcontractors used.

### 5.2. Termination Support

EASY will support the Customer at the end of the contract to ensure a potentially pending transition to another system, a change of provider, or the transfer to in-house operation.

#### 5.2.1. Data
EASY will provide the Customer with a database export in electronic format.

#### 5.2.2. Know-how Transfer
EASY will support the Customer in the know-how transfer by providing operationally knowledgeable consultants. The know-how transfer will be planned together and carried out according to the Customer 's wishes. The Customer shall compensate EASY for the effort involved according to the agreed daily rates.

#### 5.2.3. Migration Support
EASY will support the Customer in migrating the EASY software and solution to a new target system. The Customer shall compensate EASY for the necessary effort according to the agreed daily rates.

#### 5.2.4. Provision of Services during the Transition Period
EASY will continue to provide the agreed services to the Customer beyond the end of the contract at the agreed conditions, if required by the Customer for a transition phase.

### 5.3. Defect Liability

If EASY does not provide the service in accordance with the contract, the Customer shall promptly notify EASY. EASY is entitled and obligated to rectify the affected service without additional costs for the Customer. If rectification is not possible despite multiple attempts, because the services cannot be made up for or if the repeated rectification fails, the Customer is entitled to an appropriate reduction in compensation. The Customer and EASY will reach an agreement on the amount of such a reduction.

## 6. Remuneration

All prices are exclusive of statutory VAT.

### 6.1. One-time Costs

The setup of the EASY services and the coordination of processes between the client and EASY are one-time services and will be invoiced as follows: **Attachment Package, Part 6** (Compensation - One-time Costs)

### 6.2. Amount of Compensation

The amount of the monthly compensation is regulated in Attachment Package, Part 6 (Compensation - Amount).

The price assumes that the service will be provided from EASY's premises and refers to the EASY products that are subject to the contract. Travel expenses and times are to be compensated separately based on the effort involved.

The monthly price includes a contingent per contract year for change management. This contingent can be used by the Customer for "changes" at their discretion within the purpose specified. Utilization of the contingent requires a request at least 10 working days in advance.

For user support, EASY also assumes an average effort per month. This contingent can also be used by the Customer for "user support" at their discretion within the purpose specified.

The days included in the monthly flat rates are listed in the table contained in Attachment Package, Part 6 (Efforts Included in Monthly Compensation).

Unused contingents expire at the end of each contract year, and the Customer has no claim to a refund.

Additional days for "changes" and "user support" and other services not included in the flat rates can be commissioned at the daily rates of EASY (amounts net plus statutory VAT) resulting from **Attachment Package, Part 6** (Daily Rates).

Travel times are compensated per arrival and/or departure day up to a maximum of 2 hours per day at the mentioned daily/hourly rates.

### 6.3. Billing, Payment Terms, Due Dates

All prices are net plus statutory VAT.

Calculation and payment of the services are made at the following times:

#### 6.3.1. The monthly compensation for EASY Managed Services will be invoiced by EASY monthly in advance. If the contract starts within a month, the compensation will be invoiced proportionally from the start of the contract to the next month in advance, deviating from sentence 1.
#### 6.3.2. The calculation of additional service days is done monthly based on effort and service proof (listing).
#### 6.3.3. The calculation of travel expenses (arrival, accommodation) is based on the effort involved. When using a car, €0.50 per driven kilometer can be charged.

The compensation is payable within 14 days of receipt of the invoice without deduction.

A prepaid or already due compensation will not be refunded or credited even if the services are not used within the agreed period.

## 7. Contract Duration / Termination

### 7.1. Duration and Termination

The contract has a minimum term of 24 months unless the parties specify otherwise in the Order/confirmation of Order. It will be extended by one (1) additional year if it is not terminated by one of the contracting parties with a notice period of twelve (12) months at the end of the contract term (initial term or extension period). The right to extraordinary termination for good cause remains unaffected.

### 7.2. Extraordinary Termination

The right to extraordinary termination for good cause remains unaffected. Good cause is particularly present in the following cases:

#### 7.2.1. Persistent poor performance by the contractor, despite multiple reasonable deadlines with threat of refusal, entitles the Customer to terminate the contract, as specified in Section 5.3.
#### 7.2.2. If the Customer makes changes to the programs or scripts defined under Section 2 without EASY's consent or has them made by Third-Parties.
#### 7.2.3. If insolvency proceedings are applied for, opened, or rejected due to lack of assets for the entire assets or parts of the assets of the contractual partner;
#### 7.2.4. If the contractual partner is subject to insolvency grounds within the meaning of §§ 17 to 19 of the Insolvency Code (InsO);
#### 7.2.5. If the financial situation of the contractual partner deteriorates so much that proper contractual performance can no longer be expected, even if there is no insolvency ground within the meaning of §§ 17 to 19 InsO, or
#### 7.2.6. The Customer is in default of payment for the owed compensation on the corresponding reminder by more than two months or with an amount equivalent to two monthly compensations.
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### 7.3. Written Form

Terminations must be made in writing by letter, whereby it is clarified that electronic form (e.g., qualified signed email) or text form (e.g., email, fax, SMS) is not sufficient as a written form.

## 8. Limitation of Liability

### 8.1. Damages

#### 8.1.1. EASY is liable for damages in accordance with the statutory provisions for injury to life, body, or health.
#### 8.1.2. The contractor is liable for damages resulting from an intentional or grossly negligent breach of duty by the contractor or a commissioned subcontractor. Furthermore, the contractor is liable regardless of the degree of fault for damages resulting from injury to life, body, and health, as well as for damages resulting from the assumption of a guarantee in accordance with § 276 (1) of the German Civil Code (BGB). If the contractor assumes a guarantee for specific characteristics of the contractually owed service, such a guarantee is only binding if it has been declared in writing by the contractor.
#### 8.1.3. Insofar as the contractor is not liable according to the above clauses 8.1.1 and 8.1.2 1st sentence, their liability is limited to the contractually typical foreseeable damage, but at most to the amount of the Order value of the respective individual contract. For all damages within a calendar year, the contractor is, however, liable at most (a) up to the gross compensation payable by the client in the respective calendar year or (b) up to an amount of 500,000 EUR, whichever is higher.
#### 8.1.4. Insofar as the liability according to 8.1 is excluded or limited, this also applies to the personal liability of the contractor's organs, employees, workers, staff, representatives, and subcontractors.
#### 8.1.5. contractual liability claims according to 8.1 expire within two years.
#### 8.1.6. Liability for any potential loss or damage to data is limited to the effort required to restore the data from the secured data material, provided that the client is responsible for data backup, assuming proper data backup has been performed.

EASY is liable for other damages exclusively under the following conditions: EASY is liable for damages resulting from a simple negligent breach of essential contractual obligations, limited to the amount of the foreseeable damage that typically can be expected to occur in contracts of this type. An essential contractual obligation in the aforementioned sense is understood as a duty that is essential for achieving the purpose of the contract or whose fulfillment enables the proper execution of the contract and on whose compliance the Customer may regularly rely.

8.2. The parties agree that the compensation paid by the Customer to EASY in the twelve months preceding the damage event is the amount of the foreseeable damage.

8.3. EASY's liability for indirect and consequential damages, such as lost profits, downtime, financial losses, data loss, or data corruption is excluded.

8.4. Contributory Negligence

Any contributory negligence of the Customer shall be credited against the amount of any potential claims for damages. In particular, EASY is only liable for the recovery of data to the extent that the Customer has taken all necessary and reasonable data backup precautions and measures of IT security owed by them according to the recognized rules of technology and has ensured that the data can be reconstructed from machine-readable data material with reasonable effort.

8.5. . Exclusion

In all other respects, any liability is excluded.

9. **Limitation Period**

9.1. Subsequent Performance

Unless there is a case of intent or fraud, the Customer's claim for subsequent performance due to defects in the services shall become statute-barred within twelve months, beginning with the provision of the service.

9.2. Damages

Except in the cases of 0, the Customer's claims shall become statute-barred within twelve months, starting with the delivery or service.

9.3. Distinction between Warranty and Liability for EASY Software Deployed

Warranty claims, limitation periods, and liability for EASY standard software and project developments used by the Customer are not subject to this contract but are regulated in separate agreements and Terms and Conditions.

10. **Confidentiality and Data Protection**

10.1. Confidential Information

The information, knowledge, results, data, and documents (hereinafter referred to as "Confidential Information") communicated to or obtained by the respective other party in the course of executing the contract are subject to confidentiality, regardless of how they are embodied, the manner in which they are disclosed or accessed (e.g., also by unencrypted e-mail), or whether they are explicitly marked as confidential (e.g., "confidential" or "secret"). This includes, in particular, know-how, intellectual property rights, source code, and other intellectual property or other work results that are disclosed within the scope of the contract and/or its execution, and other non-public information obtained by the respective party in the context of the contract and/or its implementation. The parties undertake to keep the Confidential Information secret in the sense of a trade secret according to the GeschGehG (German Trade Secrets Act) and to use it only for the purposes of this contract and its execution and only within the limits provided for in this contract. Their internal disclosure within the company must be limited to the extent necessary for the execution of the contract ("need-to-know"). The right to reverse engineering under the GeschGehG is excluded. The parties must take appropriate technical and organizational measures to prevent Confidential Information from becoming accessible to Third-Parties. The parties are obligated to ensure that their employees and individuals who become aware of the Confidential Information are bound by confidentiality in accordance with these provisions. Within the scope of legal possibilities, these obligations will also be imposed on the employees of the respective party after they leave the company.

The obligation to maintain confidentiality and not to exploit Confidential Information does not apply if such information was demonstrably known to the respective party before the communication, was known or publicly accessible to the public before the communication, becomes known after the communication without the fault of the respective party, or essentially corresponds to information disclosed or made accessible to the respective party by a legitimate Third-Party at any time.

The confidentiality obligations remain in force after the end of the term of the contract, regardless of the manner of termination, until the expiry of a further three (3) years. Companies affiliated with one of the parties within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) are not considered Third-Parties within the meaning of this provision.

10.2. Return of Confidential Information

Any received Confidential Information will be returned by EASY or the Customer upon completion of their services, and all remaining copies will be deleted.

10.3. Data Protection

If the Customer or a Third-Party commissioned by them must access the Customer's storage media within the scope of contract execution, the Customer ensures that access to personal data is prevented or kept as low as possible. The Customer has obligated its agents appointed for the execution of the contract to comply with data protection provisions. If the access exceeds the scope described above as a secondary consequence of contract execution, the Customer will enter into a data processing agreement with EASY according to Art. 28 GDPR. The data processing agreement (in accordance with GDPR) concluded between the parties shall then apply.

11. **Assignment**

The assignment or transfer of rights and/or obligations from a contract by the Customer requires the consent of EASY. Excluded from this is the assignment or transfer to another legal entity that represents a majority-owned company of the Customer according to §§ 16, 17 Abs. 2 AktG, or the assignment of monetary claims.

12. **Final Provisions**

All agreements that represent a change, addition, or clarification of this contract must be written down and made part of this contract as Annex Package, Part 7. This also applies to the modification or addition of this written form clause. Should individual clauses of this contract be or become wholly or partially ineffective or unenforceable, the validity of the remaining provisions shall not be affected. The same applies in the event that this contract contains a regulatory gap. In addition to this contract, the General Terms and Conditions of EASY SOFTWARE Customer

(https://easy-software.com/de/contracts/agb/). The court of jurisdiction for all disputes arising from this contract is Essen, North Rhine-Westphalia. The law of the Federal Republic of Germany shall apply.

**Annex Package Parts 1 to 6**
(if needed, supplemented by Part 7)