GENERAL TERMS AND CONDITIONS OF EASY SOFTWARE AG

GENERAL PROVISIONS

§ 1 Application scope

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

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

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

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

§ 2 Customer's obligations to cooperate

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

2.2. The Customer is obliged to obtain all necessary rights concerning third-party hardware and software he uses himself. The same applies in case the software enables the indirect usage of third-party's software

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

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

§ 3   Subcontractors

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

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

§ 4 Copyright and related rights

4.1. EASY ensures that the copyright of the software is owned by EASY, the software is free from any third-party rights and shall indemnify the Customer from claims by third parties including the reasonable costs of legal defense. The indemnification requires that

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

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

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

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

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

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

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

4.3. If EASY is unable to provide a workaround pursuant to clause 4.2, EASY may terminate the contract. Further rights of the Customer remain unaffected.

§ 5 Deadlines and Dates for Supplies and Services

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

5.2. Deadlines and dates automatically extend by the time of impairment, plus an appropriate recovery period if

5.2.1. the Customer does not meet his obligations to cooperate in due time, or

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

§ 6 Changes to the subject of the contract / Change Requests

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

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

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

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

§ 7 Conditions, Remuneration and Terms of Payment

7.1. For licensing software the Customer will pay the license fee to EASY as defined in the respective License Terms and order confirmation. Details about the license terms are regulated in the General Terms and Conditions "Licensing".

7.2. Remuneration for professional services (consulting) provided by EASY as well as services carried out as part of maintenance is based on time and material pursuant to the most recent EASY price list unless other arrangements have been made in writing. Details about rendering professional services are regulated in the General Terms and Conditions "Consulting".

7.3. The amount of remuneration which is payable annually by the Customer to EASY for software maintenance results from the Information on Software Maintenance and order confirmation. If the Customer acquires more licenses, modules or other software, the remuneration for software maintenance will be adjusted accordingly. Details about the license fee and the license terms are regulated in the General Terms and Conditions "Licensing" and "Software Support and Maintenance", as well as in the "Licensing Policy" and the "Maintenance and Support Rules".

7.4. Remuneration is due on the billing date.

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

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

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

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

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

§ 8 Other Warranty

8.1. In case of defects of the contractual performance, in particular the software and its documentation, the Customer shall report this immediately and provide information known to be relevant for identifying the defect in writing in accordance with the provisions of commercial law (e.g. § 377 HGB - German Commercial Code).

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

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

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

8.5. Warranty claims will lapse within one (1) year, beginning with the provision of the software or Patches/ Hotfixes/ Bugfixes or new release versions. Services subject to acceptance will begin to lapse upon acceptance of the service. In case of fraudulent intent, in case of intentional breach and gross negligence and taking over a guarantee (Garantie), the statutory warranty provisions remain unaffected.

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

§ 9 Limited Liability

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

9.2. In the event of simple negligence, EASY shall be liable only in the event of violating material contractual obligations and limited to the amount of the predictable damage whose occurrence can be typically anticipated for contracts of this type. Essential contractual obligations within the above meaning are obligations essential to reaching the purpose of the contract or whose fulfillment enables proper implementation of the contract and adherence to which the customer may rely upon on a regular basis. The typically foreseeable contractual damage is such which can be typically expected in usual damage progression.

9.3. Apart from that, liability by EASY is precluded. Except in cases according to clause 10.1, damage claims by the Customer will lapse within twelve (12) months from gaining knowledge, but not later than 10 years after those claims arose. In cases according to clause 9.1 the legal statute of limitations shall apply.

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

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

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

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

§ 10 Export regulations

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

§ 11 Non-disclosure and data protection

11.1. The Customer and EASY shall treat the information they receive from the respective party as part of initiating and executing the contract as strictly confidential. The term "Information" is subject to broad interpretation and comprises, in particular, any documents of electronic type or print format, including the terms of the contract, as well as the information that has become known during a verbal presentation or discussion. Such information as is publicly known or that the Customer or EASY has received from third parties without violating a confidentiality obligation is exempt from the confidentiality obligation. Confidential information received shall only be used inasmuch as the information is necessary to fulfill the purpose of the contract. The use for other purposes is not allowed, unless the other party, respectively, submits its prior written consent.

11.2. EASY or the Customer will return confidential information that they may have obtained when their services are complete and will delete all remaining copies unless the respective party is legally obligated to retain a copy of the information. In that case, it will be destroyed promptly after expiration of the legal retention period.

11.3. The parties shall adhere to the applicable provisions of data protection. Inasmuch as the services provided by EASY constitute order data processing according to Art. 28 DSGVO or concluding an agreement according to Art. 28 Abs. 3 DSGVO is mandatory, the parties conclude an agreement on data processing according to the contract text available at https://easy-software.com/en/ag/contracts/odpa concurrently with confirmation of order.

§ 12 Transfer of rights

Cession or transfer of rights and/or obligations arising from a contract by the Customer requires prior written consent by EASY.

§ 13 Final provisions

13.1. Contracts and contract amendments, contract-related declarations, notifications, and documentation as well as other legal transactions to which no special legal written form requirements apply must be in writing unless the Parties agree on different, additional formalities. In addition to the formalities specified in Clauses 126, 126 a, 126 b of the civil code of Germany (Bürgerliches Gesetzbuch – BGB) or similar regulations from other legislations, declarations using electronic signatures (Clause 127 of the civil code of Germany) also satisfy written form. This also applies to modifying a written form provision.

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

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

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

ADDITIONAL PROVISIONS

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

§ 14 End of life / End of life termination

14.1. EASY software is subject to constant technological progress. In individual cases, this may cause changes to the software in such a manner that the software is completely replaced in terms of functionality by a new product or a new solution ("successor"). In that case, the successor will replace the software. The Customer is not entitled to a license for the

successor. To clarify, the parties hereby agree that an innovation which is only a new release version does not constitute a successor.

14.2. EASY shall inform the Customer of its planned changes to the software product suite via the EASY Newsletter and via its home page on a regular basis. If the EASY software

14.2.1. is replaced by a successor or

14.2.2. if it is no longer developed and therefore discontinued,
EASY must announce this measure by giving six (6) months' written notice ("End of Life").

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

§ 15 Term of contract / termination

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

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

15.3. The right to terminate a contract for good cause remains unaffected. From EASY's viewpoint, good cause exists particularly when

15.3.1. the Customer materially violates his contractual duties, particularly when the Customer performs illegal changes to the software by himself or through third parties;

15.3.2. an insolvency cause within the context of Sections 17 to 19 of the German Insolvency Code (InsO) exists with the Customer;

15.3.3. the Customer's financial situation deteriorates in such a manner that proper fulfillment of the contract can no longer be expected, even if there is no insolvency cause within the meaning of Sections 17 to 19 InsO, or when

15.3.4. the Customer is in arrears paying the owed remuneration for more than two months or a total amount that equals the remuneration for two months.

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

REFERENCES

In addition to these General Terms and Conditions the following regulations apply:

- General Terms and Conditions "Licensing" (https://easy-software.com/en/contracts/gtcl/)

- General Terms and Conditions "Software Support and Maintenance" (https://easy-software.com/en/contracts/gtcm/)

- General Terms and Conditions "Consulting" (Professional Services) (https://easy-software.com/en/contracts/gtcc/)

- General Terms and Conditions "Cloud" (https://easy-software.com/en/contracts/gtcs/)

General Terms and Conditions "Licensing"

Version: January, 1 2019

EASY SOFTWARE GROUP

These General Terms and Conditions "Licensing" represent a supplement to the General Terms and Conditions of EASY SOFTWARE.

• https://easy-software.com/us/contracts/gtc/
• https://easy-software.com/uk/contracts/gtc/
• https://easy-software.com/tr/contracts/gtc/
• https://easy-software.com/en/contracts/gtc/
• https://easy-software.com/en/ag/contracts/gtc/
• https://easy-software.com/en/esd/contracts/gtc/
• https://easy-software.com/en/ees/contracts/gtc/
• https://easy-software.com/en/ems/contracts/gtc/

and other subsidiaries.

The EASY Licensing Policy is applicable:
https://easy-software.com/en/contracts/gtcl/policy/.

§ 1 Rights of Use, Third-Party Rights

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

1.2. The Customer is entitled to use the software within a network or another multi-station computer system, so it can be executed at the same time or consecutively by more than one workstation, so-called multi-user application. The type and number of users (clients) authorized to access the software or another kind of license metric (e.g. number of server, documents, pages, workflows, processes per period, files or mail boxes) depend on the type and scope of the software used pursuant to the respective Feature and Performance Description and the scope laid down by EASY in the order confirmation. If for example the number of users authorized to access the software is restricted compared to the total number of users connected to the computer system, the Customer must ensure the restriction by means of technical and organizational measures and provide reasonable evidence regarding those measures to EASY.

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

1.4. Any use of the software that is in excess of the agreed scope (over-use), particularly using the software with more than the agreed number of users who have access, constitutes an infringement. The Customer must notify EASY immediately in writing of such over-use. If it transpires that when checking (paragraph 1.5) or otherwise that the use of the contractual software by the customer exceeds the contractual agreements, the Customer shall have the right to conclude a contract with EASY on increasing the scope of use. In this case, EASY reserves the right to not grant agreed discounts in excess of the quantity discounts provided for in the current price list. This does not affect EASY's right to claim indemnities.

1.5. EASY is entitled to review the usage of the software, which is subject the contract, once every year. In doing so, EASY is allowed, among others, to check the number of users to whom EASY grants the capability to access the software via interfaces. Other software- or hardware-specific usage criteria can be essential for the calculation of the remuneration if the written

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

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

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

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

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

§ 2 Additional provisions

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

§ 3 The right to review when selling Oracle products

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

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

PROVISION OF SOFTWARE FOR ONE-OFF REMUNERATION (SOFTWARE PURCHASE)

§ 4 EASY's obligation in case of software purchase

4.1. EASY grants the customer the right of use according to § 5 for paying a one-off fee. §§ 1 and 2 of the General Terms and Conditions and the scope described in an individual contractual license overview, as well as the scope of the description of functionality and services for the software sold apply. When using the software, the Customer has to consider further restrictions (e.g. different license classes, restrictions of use) that may be defined in a license contract or order confirmation for the software sold.

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

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

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

§ 5 Granting rights when purchasing software

5..1 The Customer shall be granted, subject to the condition precedent of full payment, the non-exclusive, unlimited and thus, in terms of time, unrestricted, only in case of giving up his own usage transferable right to use the software (including the software provided as part of software maintenance), including documentation within the contractually agreed scope.

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

Appendix of the General Terms and Conditions "Licensing"

Provisions of EASY's vendors

Appendix of the General Terms and Conditions "Licensing"

Provisions of EASY's vendors

§ 1 Applicability

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

§ 2 Additional license terms for EASY SOFTWARE that contains ABBYY SDK from ABBYY Europe GmbH

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

2.2. The Customer may not perform or make it possible for other persons to perform any activities included in the list below:

2.2.1. Disassembling or decompiling (i.e. extract the source code from the object code) ABBYY SDK (Application, data bases, and other ABBYY SDK components), except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation.

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

2.2.3. Transfer any rights granted to the Customer hereby and other rights related to ABBYY SDK to any other person, not authorized to use ABBYY SDK.

2.2.4. Make it possible for any person not entitled to use ABBYY SDK and working in the same multi-user system as the Customer to use ABBYY SDK.

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

2.3. Adobe PDF Library

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

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

2.3.3. Intellectual property rights. The Adobe Software incorporated into EASY-Software is owned by Adobe and its suppliers; and its structure, organization and code are the valuable trade secrets of Adobe and its suppliers. The Adobe Software is also protected by United States Copyright Law and International Treaty provisions. The Customer may not copy the

Adobe Software incorporated into the EASY-Software, except as provided in this license agreement. Any copies that the Customer is permitted to make pursuant to this license agreement must contain the same copyright and other proprietary notices that appear on or in the EASY-Software. The Customer agrees not to modify, adapt, translate, reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of the Adobe Software incorporated into EASY-Software. Except as stated above, this license agreement does not grant the Customer any intellectual property rights in the Adobe Software.

2.3.4. License for fonts. If the EASY-Software or Adobe Software incorporated into EASY-Software includes font software, the Customer may embed the font software, or outlines of the font software, into its electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. The Customer may fully embed any font owned by Adobe.

2.3.5. Warranty. ABBY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE RESULTS THE CUSTOMER MAY OBTAIN BY USING THE ADOBE SOFTWARE INCORPORATED INTO EASY-SOFTWARE.

2.3.6. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ABBYY'S BREACH OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTY INDICATED IN SECTION 2.4.5. OF THIS LICENSE AGREEMENT, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

2.3.7. Some countries or legislations do not allow precluding or restricting casual damage, subsequent or concrete damage, precluding the legal warranty or restricting the warranty term; therefore, the above restrictions may not apply to the customer. To the extent permissible, any implied warranties are limited to thirty (30) days. This warranty gives the Customer specific legal rights. The Customer may have other rights, which vary from state to state or jurisdiction to jurisdiction.

2.3.8. Export Rules. The Customer agrees that the Adobe Software incorporated into EASY-Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Adobe Software incorporated into EASY-Software is identified as export controlled items under the Export Laws, the Customer represents and warrants that the Customer is not a citizen, or other located within, an embargoed nation and that The Customer is not otherwise prohibited under the Export Laws from receiving the Adobe Software incorporated into EASY-Software. All rights to use the Adobe Software incorporated into EASY-Software are granted on condition that such rights are forfeited if the Customer fails to comply with the terms of this license agreement.

2.3.9. Trademarks. Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

2.4. LIZARDTECH

2.4.1. ABBYY SDK parts contain software licensed by ABBYY from LIZARDTECH INC.

2.4.2. The integrated software products of LIZARDTECH origin, as well as any associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

2.4.3. License grant. The Customer is granted a personal, nonsublicensable, nontransferable, nonexclusive license to use the SOFTWARE as integrated (as well as any associated documentation). The Customer will not rent, sell, lease or otherwise distribute the SOFTWARE or any part of it.

2.4.4. NO WARRANTIES FOR THE SOFTWARE. The SOFTWARE is provided "AS IS" and with all faults. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT (INCLUDING LACK OF NEGLIGENCE) IS WITH THE CUSTOMER. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE CUSTOMER'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF THE CUSTOMER HAS RECEIVED ANY WARRANTIES REGARDING THE PRODUCT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LIZARDTECH.

2.4.5. NO LIABILITY FOR CERTAIN DAMAGES. EXCEPT AS PROHIBITED BY LAW, LIZARDTECH SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

2.4.6. Limitations on Reverse Engineering, Decompilation and Disassembly. The Customer may not reverse engineer, decompile or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

§ 3 Additional license terms for EASY SOFTWARE that contains Oracle products

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

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

3.3. The use of software incorporating Oracle-programs by the Customer's clients and suppliers is permitted if it enables interaction with the Customer in the furtherance of the Customer's internal business operations and is in compliance with this license agreement. 3.4. The Customer is responsible for its clients, agents, contractors or outsourcing-partners to comply with this license agreement when using the application package.

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

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

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

3.8. It is prohibited to:

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

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

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

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

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

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

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

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

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

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

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

3.14. The Customer may not modify the programs.

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

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

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

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

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

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

General Terms and Conditions
"Software Support and Maintenance"

Version: January 1, 2019

EASY SOFTWARE GROUP

https://easy-software.com/en/contracts/gtcm

These General Terms and Conditions "Software Support and Maintenance" apply in addition to the "General Terms and Conditions" of EASY SOFTWARE

- https://easy-software.com/us/contracts/gtc/
- https://easy-software.com/uk/contracts/gtc/
- https://easy-software.com/tr/contracts/gtc/
- https://easy-software.com/en/contracts/gtc/
- https://easy-software.com/en/ag/contracts/gtc/
- https://easy-software.com/en/esd/contracts/gtc/
- https://easy-software.com/en/ees/contracts/gtc/
- https://easy-software.com/en/ems/contracts/gtc/

and other subsidiaries.

§ 1 Subject of software support and maintenance

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

The EASY Maintenance and Support Rules are applicable: https://easy-software.com/en/contracts/gtcm/policy/.

The contractual software maintenance services provided by EASY is available during the following business hours: Working days (Monday through Friday) between 9 a.m. and 5 p.m., except for German Federal and North Rhine Westphalian public holidays, as well as except Christmas Eve (December 24) and New Year's Eve (December 31).

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

1.3. The contractual software maintenance services do not include, in particular, the following services ("Additional Services"):
1.3.1. Maintenance services outside the business hours (1.1).
1.3.2. Maintenance services that can only be provided at the software's installation site.
1.3.3. Services that are necessary when using the software in a hardware and software environment other than recommended by EASY.
1.3.4. Services due to scripting: Inasmuch as the software contains interfaces which enable scripting by the Customer and the Customer performs scripting by himself or a third party, maintenance services that become necessary due to the previous named actions are not part of this contract.
1.3.5. Services that are based on other customizations which are not authorized by EASY or changes to the software's program code made by the Customer or a third party.
1.3.6. Services regarding interoperability of the software with third-party software which is not part of this contract.
1.3.7. Services for the software which become necessary through improper use and/or through breach of the Customer's auxiliary obligations (Obliegenheitsverletzung), e.g. ignoring user documentation (e.g. operator errors).
1.3.8. Services for hardware, operating systems, networks, or for software from third party manufacturers.

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

§ 2 Additional customer participation services in software maintenance

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

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

§ 3 Remuneration, billing, changes

3.1. EASY may announce changes regarding the software maintenance fee in writing by giving three months' notice to the end of quarter year. In that case, the new remuneration will be valid from 1st of the following quarter year unless the Customer previously terminates the maintenance contract according to clause 3.3.EASY will refer the Customer to that option when announcing the fee.

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

3.3. If the maintenance fee increases by more than 5 % within 12 months of the last fixing, the customer is entitled to terminate the contract with one month's notice to the end of the month prior to the effective date of the increase.

§ 4 Term of contract / termination

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

4.2. The software maintenance contract ends December 31 of the calendar year following one (1) year to the year the contract became effective (example: if the contract starts July 15, 2019, it will end December 31, 2020). The contract will be extended by one (1) year unless it is terminated by a party by giving three (3) months' written notice prior to the end of the respective term. So if not terminated at due date the software maintenance contract will automatically be renewed by another consecutive year.

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

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

Appendix:

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

**Appendix of the General Terms and Conditions
"Software Support and Maintenance"**

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

§ 1 Subject of service

1.1. EASY will provide maintenance for the software listed in the order confirmation from the buyer / contractor (hereinafter referred to as Customer), using EASY PCM Process2Go® and EASY PCM Process2Design® from EASY SOFTWARE AG.

The object of these maintenance terms is to assist the customer through EASY in troubleshooting system problems in order to keep the number and duration of unplanned system outages as low as possible. In addition, these maintenance provisions regulate delivery of current software updates to the customer.

1.2. For maintaining products using EASY PCM Process2Go® and EASY PCM Process2Design® from EASY SOFTWARE AG the following provisions override the provisions of General Terms and Conditions "Software Support and Maintenance" in case they contradict. The respective order confirmation will refer to the overriding validity. Apart from that, the provisions of the General Terms and Conditions and the General Terms and Conditions "Software Support and Maintenance" apply without restrictions.

§ 2 System maintenance scope

2.1. Terminology
Working day: Monday through Friday, 8:00 a.m. to 06:00 p.m., excluding German public holidays.

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

2.2. Problem reports and queries
Problems and queries can be transmitted to EASY only through trained and authorized employees of the Customer via the EASY support portal. EASY will train the Customer's employees for the products used by the end of the project.

The contact persons to be authorized are named by the Customer not later than one month after concluding the maintenance contract.

2.3. Maintenance service
EASY will perform the following professional services for the software products and developments listed in the order confirmation.

Software maintenance: Free delivery of software updates and upgrades of the software licenses listed in the order confirmation.

The provisions from the respective manufacturers, which have been listed separately in an appendix to the order confirmation, apply for maintaining the shipped software by third parties listed separately in the order confirmation.

Problem acceptance: The Customer's authorized employees can submit their queries electronically via the support portal; EASY will then process them. The Customer shall report problems with the software that may occur only via this portal.
Response times: Within a working day, response times of one working hour are complied with for P1 system problems, eight working hours for P2 system problems, and sixteen working hours for P3 system problems or other queries.

Troubleshooting: EASY endeavors to troubleshoot problems that occur as quickly and efficiently as possible. Troubleshooting occurs, where technically feasible or justifiable, as remote maintenance to minimize processing times.

2.4. Preclusion
Maintenance of the hardware used, of the operating system environment and of the network is precluded. This may require a separate agreement.

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

§ 3 Customer's rights and duties

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

3.2. The Customer is obliged to execute and log the administrative tasks he has to perform himself only on instructions given by EASY.

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

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

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

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

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

§ 4 EASY's rights and duties

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

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

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

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

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

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

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

§ 5 Maintenance fees

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

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

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

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

§ 6 Interventions

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

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

6.3. Inasmuch as EASY performs tasks to restore the original state upon separate prior agreement these services will be billed separately.

§ 7 Maintenance start date

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

EASY SOFTWARE

General Terms and Conditions "Consulting" (Professional Services)

Version: January 1, 2019

EASY SOFTWARE GROUP

https://easy-software.com/en/contracts/gtcc

The General Terms and Conditions "Consulting" apply in addition to the "General Terms and Conditions" of EASY SOFTWARE

- https://easy-software.com/us/contracts/gtc/
- https://easy-software.com/uk/contracts/gtc/
- https://easy-software.com/tr/contracts/gtc/
- https://easy-software.com/en/contracts/gtc/
- https://easy-software.com/en/ag/contracts/gtc/
- https://easy-software.com/en/esd/contracts/gtc/
- https://easy-software.com/en/ees/contracts/gtc/
- https://easy-software.com/en/ems/contracts/gtc/

and other subsidiaries in the context of §§ 15 ff German law on stock corporations (Aktiengesetz, or AktG).

§ 1 Professional services

1.1. Professional services ordered by the Customer, such as implementing or customizing software, shall be agreed separately, at least via an order confirmation by EASY. For this purpose, the Parties will typically agree on the following:

1.1.1. Content of the professional services;

1.1.2. Type and scope of professional service: the assignment is usually performed as a service rendered based on a service contract (Dienstvertrag) unless the Parties agree otherwise;

1.1.3. Presumable start date of rendered service;

1.1.4. Remuneration.

1.2. Ordering services via a contract for services (Werkvertrag) requires express references and contracting; in such cases, concluding a separate contract for service (Werkvertrag) referring to guidelines by EASY is usually necessary.

1.3. An order confirmation or separate agreement notwithstanding, the following applies if EASY provides professional services.

§ 2 Customer's Obligations to cooperate

2.1. If the Customer instructs EASY to provide professional services, the Customer's obligations to cooperate include in particular

2.1.1. providing information regarding processing of data and organization of projects which are necessary for the agreed services;

2.1.2. providing a hardware and software environment, including a development, test and production environment that equals the minimum requirements listed in the EASY software description; if a change of the environment becomes necessary due to a change to and an improvement of the software with the same functionality which is marked by the addition to or change of the primary or the secondary digits of the software's version number (e.g. from 3.1 to 4.0 or 3.2) (so-called release), the Customer will have to execute this change at his own cost;

2.1.3. providing test data in compliance with data protection law;

2.1.4. enabling remote access to the Customer's systems;

2.1.5. other necessary technical facilities required for EASY to provide the services, e.g. power supply, telephone connections, and data transmission lines.

§ 3 Acceptance of services under a contract for services

3.1. Professional services are subject to acceptance in that they have been expressly agreed as services under a contract for services (Werkleistungen) in the context of §§ 633 ff Civil Code of Germany (Bürgerliches Gesetzbuch, or BGB).

3.2. The Parties shall promptly create written acceptance minutes for acceptance of services under a contract for services (Werkleistungen) in which they record the results of the acceptance. Objections to the minutes must be declared on site or immediately after delivery of the acceptance minutes.

3.3. The Customer may not refuse acceptance due to minor defects. Minor defects that may be found must be recorded in the minutes and will be remedied by EASY within a reasonable time.

3.4. The acceptance is deemed given if the Customer uses the software or professional service in his ordinary business operations.

§ 4 Granting rights for Professional Services

4.1. Concerning professional services the following shall apply to the work results.

4.2. EASY grants the Customer concerning work results produced for the Customer as part of the professional services a simple right to use.

4.3. The right to use granted entitles the Customer to use the work results only for product-specific purposes and only within its company. The right includes the right to copy but not to modify, amend or decompile to the extent such use would exceed Section 69c German Copyright Law (Urheberrechtsgesetz, or UrhG). The Customer is not allowed to sell or distribute the right to use or the services provided by EASY.

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

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

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

§ 5 Remuneration

5.1. Unless the Parties expressly agreed otherwise, remuneration for professional services will be billed by EASY on a monthly basis in arrears. Invoicing will be not later than the end of the subsequent month. If, for instance, professional services are rendered in March, they will be billed not later than by the end of April.

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

5.3. All prices apply, plus the costs incurred for postage, packaging, insurance, traveling expenses and other expenses and the respective sales tax/VAT that applies.

§ 6 Remuneration in the event of the Customer's cancellation of appointments for Professional Services

6.1. If the Customer cancels an agreed appointment for professional services, such as implementation, training, or consulting services, in writing, the agreed remuneration will be reduced as follows:

6.1.1. in case of cancellation of more than seven (7) business days prior to the agreed date, 100%;

6.1.2. in case of cancellations of between one (1) and seven (7) days prior to the agreed date, 70 %;

6.1.3. in case of cancellations of between one (1) and three (3) business days prior to the agreed date, 50%;

6.1.4. in case of cancellation of one (1) business day or less prior to the agreed date, full remuneration must be paid.

6.2. In case of canceling dates for services within the meaning of Clause 5.1, the Customer has no claim to subsequent rendering of the service by EASY for the canceled date.

6.3. For professional services subject to acceptance pursuant to § 3, Section 649 of the Civil Code of Germany (BGB) shall remain unaffected.

General Terms and Conditions
for EASY Cloud Services

January 1, 2019

EASY SOFTWARE GROUP

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

v1.0

General Terms and Conditions for EASY Cloud Services

These General Terms and Conditions for EASY Cloud Services represent a supplement to the General Terms and Conditions. The General Terms and Conditions and these terms for Cloud Services, together with an order/order confirmation and the other documents attached thereto or referred to therein, constitute the contractual terms for Cloud Services (also "Agreement").

1. Use of services

1.1 EASY places the EASY Cloud Services listed in the Customer's order (the "Services") at the Customer's disposal in accordance with the present contractual terms and the Customer's order. Except where agreed otherwise in the terms or in the order, the Customer has the non-exclusive, worldwide and restricted right to use the Services exclusively for its internal business operations for the period laid down in the order unless the Services, as required by these contractual terms or the order, are ended at an earlier date (the "Performance Period"). The Customer may allow its users to use the Services for the said purpose and is responsible for ensuring that the users comply with the provisions of these contractual terms and its own order.

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

1.3 The Customer is not permitted, and it may not arrange for or permit *o*thers:

1.3.1 to use the Services in order to harass persons, to cause damage, loss or injury to persons or property, to publish materials that are false, defamatory or obscene, to infringe data protection rights, to promote fanaticism, racism, hate or suffering, to send unsolicited mass emails, junk emails, spam or chain letters, to infringe copyrights or in any other way to violate applicable law, ordinances or regulations,

1.3.2 to carry out or disclose any benchmark, availability or performance tests on the Services, or

1.3.3 to carry out or disclose network recognition, port and service recognition, weak-point scans, cracking of passwords, remote-access or penetration tests of the Services. In addition to other rights which EASY has on the basis of these contractual terms and the Customer's order, EASY also has the right to take corrective measures in case of a breach of the above-stated principles. Such corrective measures may include the removal or deactivation of access to Services whose use constitutes a breach of the said principles.

2. Remuneration and payment

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

2.2 If the Customer exceeds the volume of services ordered, the Customer must acquire the excess volume without delay and pay the relevant and corresponding amount.

3. Intellectual property rights and restrictions

3.1 The Customer retains all proprietary rights and industrial property rights to its contents. EASY or its licensor (in the case of the use of third-party Cloud platforms) retains all proprietary rights and industrial property rights to the Services, the works derived therefrom and all the work products developed or provided by EASY or commissioned by EASY within the framework of these contractual terms.

3.2 The use of the Services will possibly give the Customer access to third-party contents. Except where laid down otherwise in the order, all proprietary rights and industrial property rights to third-party contents and the use of those contents are subject to the separate provisions of third parties which were agreed between the Customer and the third party concerned.

3.3 The Customer grants EASY the right to host, use, process, display or transfer its (the Customer's) contents in order to provide the Services in accordance with these contractual terms and the Customer's order. The Customer has sole responsibility for the correctness, quality, integrity, lawfulness, reliability and appropriateness of its contents and for obtaining all the rights related to its contents which EASY needs for the performance of the Services.

3.4 The Customer is not permitted, and it may not arrange for or permit *o*thers:

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

3.4.2 to access the Services and use them in order to create or support, directly or indirectly, products or services which compete with EASY, or

3.4.3 to license, sell, transfer, assign, distribute or outsource the Services, to permit timesharing of service office use of the Services, or to exploit same or make them available to third parties, except where such use is permitted by these contractual terms or the Customer's order.

4. Non-disclosure

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

5. Protection of the contents processed by the Customer via the Cloud Services

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

5.2 Except where the Customer's order determines otherwise, EASY will comply with the provisions of the agreement laid down in the GDPR (contract data processing) for data processing by EASY for EASY Cloud Services (the "data processing agreement"). The data processing agreement can be accessed at

https://easy-software.com/en/ag/contracts/odpa/,
https://easy-software.com/en/esd/contracts/odpa/,
https://easy-software.com/en/ees/contracts/odpa/ or at the website of an affiliate of EASY and reference thereto makes it an integral part of this contract; it defines how EASY, within the framework of the provision of the Services, processes the personal data provided to EASY by the Customer. The Customer agrees to effect all the necessary communications and to obtain the permissions and the releases which are necessary for the use of the Services and for their provision by EASY.

5.3 EASY protects the Customer's contents as set forth in the performance specifications, which lay down the administrative, physical, technical and other protective measures which are applied to the contents of the Services and which also describe other aspects of system administration which are applicable to the Services. EASY and the group companies of EASY SOFTWARE AG may implement certain aspects of the Services (e.g. administration, maintenance, support, disaster recovery, data processing etc.) on a worldwide basis at its sites and/or by using subcontractors, in compliance with the provisions of data protection law.

5.4 The Customer is responsible for security deficiencies and the consequences of such deficiencies which arise from its contents, including viruses, Trojans, worms or other malicious program routines which are contained in its contents or from the use of the Services in such manner as does not conform to the provisions of these contractual terms. The Customer may disclose its contents to third parties or transfer same to third parties; in the event of such disclosure or transfer EASY will bear no responsibility for the security or confidentiality of such contents.

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

6. Performance interruptions

6.1 The parties are in agreement that the Cloud Services required within the framework of these contractual terms represent a novel and multiform type of service and that in the event of any possible interruptions of performance the application of the special warranty provisions of obligation law regulated in the German Civil Code does not do justice to the interests of the parties. It is therefore agreed that, instead, the following provisions will apply exclusively in connection with interruptions of performance.

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

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

6.3 If there occurs an interruption of performance, the Customer is obliged to let EASY have a written complaint – without delay, but not later than two weeks after becoming aware of such interruption – which describes the error in the Services (including any service request number that may possibly be available). If such complaint is not made, any claims and rights on grounds of the particular interruption of performance, to the extent that such was apparent to the Customer, will be excluded.

6.4 In the event of a complaint under section 6.3 the Customer is obliged to give EASY the opportunity to rectify the interruption of performance complained about. If such rectification is basically successful, any possible

breach of obligation by EASY will be deemed resolved. If however the interruption of performance cannot be rectified within a reasonable deadline, the Customer will have the right to terminate the particular contract concerned (extraordinary termination) at a reasonable period of notice. If EASY is responsible for the interruption of performance, the Customer may, instead of or in addition to termination, assert claims for the loss on the scale laid down in section 7. All claims and rights on grounds of an interruption of performance become time-barred in six months as from the time the first complaint was made about an interruption or, under section 6.3, should have been made.

7. Limitation of liability

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

7.1.1 In case of loss of life, physical injury or damage to health, in case of claims under the German product liability act and in other cases where EASY's liability cannot, under mandatory law, be excluded or limited, EASY will be liable pursuant to the relevant statutory provisions.

7.1.2 In the case of willfully caused damage or loss, EASY is liable under the relevant statutory provisions.

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

7.1.4 In the case of gross negligence by persons discharging obligations on EASY's behalf, EASY is liable under the relevant statutory provisions if an essential obligation has been breached; in the case of breach of an obligation that is not an essential obligation, EASY's liability is limited to loss under standard contract conditions that was predictable at the time the parties concluded the contract. An essential obligation is an obligation whose fulfillment made the correct performance of the contract possible in the first place and on whose fulfillment you may normally rely.

7.1.5 In the case of mildly negligent breach of an essential obligation, EASY's liability is limited to loss under standard contract conditions that was predictable at the time the contract was concluded. You and EASY are in agreement that the predictable loss under standard contract conditions will in no case be greater than the sum of the payments that were in fact made for the Services, under the order from which the liability resulted, during the twelve (12) months immediately preceding the event giving rise to the claim.

7.1.6 Strict or no-fault liability for damages (e.g. under section 536a (1) BGB, German Civil Code) for interruptions of performance that were present when these contractual terms of the Customer's order were agreed is excluded.

7.1.7 In other respects, liability by EASY is excluded.

7.2 EASY reserves the right to object on grounds of contributory negligence. The Customer is in particular obliged to ensure regular data backup and state-of-the-art anti-virus protection Data backup must be implemented at adequate intervals, but at least once a day, so as to ensure data restoration at reasonable effort and expense. In the event of a loss of data for which EASY is responsible, EASY will be liable only to the level of the expense resulting from due and proper data backup and anti-virus measures.

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

8. Additional provisions for indemnification in case of infringements of IP rights

8.1 Where EASY is the provider and, in exercise of its option as provided for in section 5.2 of the General Terms and Conditions, terminates the license for services which form part of the Services and demands their return or discontinuation, including EASY software, EASY will return the unused payments which the Customer made in advance for the said services. Where such services involve the technology of third-party providers and the termination of the license by EASY is prohibited by the terms of the license of the third-party provider, EASY will be entitled to terminate in written form, at 30 days' notice, the Services which are related to the said services and to return the unused payments which the Customer made in advance for the said services.

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

8.3 The term "user documentation" in the General Terms and Conditions also comprises the performance specifications to which reference is made in the Customer's order for the Services.

9. Term and termination

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

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

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

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

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

9.2.2 the Customer or its users access or use the Services in order to commit unlawful acts, or

9.2.3 the principles regulated herein governing the permitted scope of use are being violated. Where appropriately practicable and legally permissible, EASY will give the Customer advance notice of such Suspension. EASY will take appropriate measures to restore the Services without delay as soon as EASY has established that the problem causing the Suspension has been resolved. EASY will make the Customer's contents (as existing at the date of Suspension) available during the period of Suspension. Suspension within the framework of this subsection does not absolve the Customer from its obligation to make payments as laid down herein.

9.3 Should EASY or the Customer be in breach of essential provisions of these contractual terms or of an order (as specified in the General Terms and Conditions) and if this breach of contract is not remedied within thirty (30) days of receipt of a written warning, the other party will be entitled to terminate the contract within the framework of which the breach of contract has occurred. If EASY terminates the contract as provided for in

the preceding sentence, the Customer is obliged to pay within 30 days all the amounts which have fallen due up to the time of such termination and all amounts which have not yet been paid for the Services as required by the contract concerned, plus taxes and expense incurred. Except in the case of non-payment of fees, the party which is not in breach of contract may agree, at its own discretion, to extend the 30-day period for as long as the party in breach of contract continues to make appropriate efforts to remedy the breach. The Customer agrees that it will not use the Services offered if and when, subject to the provisions of these contractual terms, it defaults on the remedying of a breach within the meaning of the first sentence of this subsection.

9.4 EASY will place the Customer's contents (as existing at the end of the Performance Period) at the Customer's disposal for a period of at least 60 days after the end of the Performance Period), thus enabling the Customer to retrieve the contents. After the end of this 60-day period and subject to any possible statutory requirements, EASY will delete, or otherwise render inaccessible, all the Customer's contents that are still present in the Services.

10. Contents, Services and third-party websites

10.1 The Services may possibly enable the Customer to link with, to transfer its contents or third-party contents to, or to have access to the websites, platforms, contents, products, services and information of third parties (collectively "Third-party Services"). EASY has no influence over and is not responsible for such Third-party Services. The Customer has sole responsibility for compliance with the access and usage conditions of Third-party Services. Where EASY accesses and uses Third-party Services at the Customer's instance for rendering its own Services, the Customer alone is responsible for ensuring that such access and use, including the use of passwords, access data or tokens issued to the Customer or otherwise made available to the Customer, are permitted according to the access and usage conditions of these services. If the Customer transfers its contents or third-party contents from the Services to a Third-party Service or to a different location, or has such transfer made, this transfer represents a dissemination by the Customer and not by EASY.

10.2 Third-party contents which EASY renders accessible are made available "as is" and in their existing form ("as available") without any warranty or guarantee. The Customer acknowledges and agrees that EASY is not responsible for the contents of third parties and is not obliged to check, monitor or correct same. EASY excludes any and all liability arising from or in connection with third-party contents.

10.3 The Customer acknowledges that the properties, type, quality and availability of third-party contents may change at any time during the Performance Period.

11. Service monitoring, analyses and EASY software

11.1 The Services are monitored by EASY continuously in order to support EASY in the operation of the Services, to process the Customer's service requests, to detect and eradicate threats to the functionality, security, integrity and availability of the Services and of contents, data and applications in the Services, and to detect and rectify unlawful acts or breaches of the guideline on acceptable usage. EASY's monitoring tools are used neither to collect nor to store the Customer's contents in the Services except as is necessary for these purposes. Software which does not come from EASY and which is provided by the Customer or one of its users and stored in the Services or is executed in or via the Services is not monitored by EASY and no problems related thereto are addressed by EASY. The data collected by means of EASY's monitoring tools (the Customer's contents excepted) may also be used to support the management of EASY's service portfolio, to improve the products and services offered by EASY and for license management.

11.2 EASY is entitled

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

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

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

11.3 EASY is entitled to provide the Customer with online access for downloading specific EASY software for use together with the Services. Where EASY licenses its own software to the Customer and does not specify any separate provisions for this software, this software is provided as a component of the services, and you have the non-exclusive, worldwide and restricted right to use this EASY software, exclusively for your use of the Services, in accordance with the provisions set forth in these contractual terms and in the Customer's order. You are entitled to permit your users to use the EASY software for that purpose, and you are responsible for ensuring that your users comply with the terms of the license. Your right to use the EASY software will end via communication from us (by message to that effect in the internet or by other means) or as of the end of the Services related to the EASY software, whichever event occurs earliest. Notwithstanding the above, where EASY software is licensed to you on the basis of separate provisions, your use of the software will be governed exclusively by those separate provisions.

12. Additional export conditions

The Customer acknowledges that the Services are designed in such manner that the Customer and its users can access the Services regardless of location and can relocate or transfer its (the Customer's) contents between the Services and to other locations such as the users' workplaces. The Customer alone is responsible for authorizing and managing the user accounts, for export controls and for the geographical relocation of its contents.

13. Additional provisions regarding communications

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

13.2 EASY may send information to its Services Customers in the form of general notices in an EASY portal for the Services and information directed to the Customer personally by email to the customer email address stored at EASY as required by the GDPR or by franked mail to the Customer's postal address stored at EASY as required by the GDPR.

14. Miscellaneous

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

14.2 The business partners of EASY and other third parties, including all third parties with which the Services have an integration or which the Customer has commissioned to provide advisory services, implementation services or applications interacting with the Services, are independent of

EASY and are not agents of EASY. EASY is not liable or responsible for problems with the Services or the Customer contents arising from the actions of such business partners or third parties unless the business partner or the third party renders services as a subcontractor of EASY on the basis of a commission in accordance with these contractual terms. In this case EASY is liable only to the same extent as is provided for in the case of subcontractors subject to the provisions of these contractual terms.

14.3 Before placing an order subject to these contractual terms it is the responsibility of the Customer alone to establish whether the Services will meet the Customer's technical or business .requirements or the requirements of regulatory law. EASY will support the Customer in its efforts to determine whether the use of the standard Service will meet those requirements. Additional fees may be charged for additional work performed by EASY or changes to the Services. The Customer bears sole responsibility for compliance with regulatory law in connection with its use of the Services.

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

14.5 It is expressly agreed that the provisions of the present contractual terms and any order placed with EASY will have precedence over the provisions which may possibly be contained in order documents, portals or other documents which do not come from EASY; such provisions do not apply in any circumstances to the Services ordered. In the case of contradictions between the provisions of an order and the present contract provisions, the order will prevail. Except where expressly laid down otherwise in an order, however, the provisions of the data processing agreement have precedence over any and all deviating provisions in an order. These contractual terms and orders placed subject thereto cannot be changed, and rights and restrictions cannot be modified or cancelled except in a text which authorized representatives of both the Customer and EASY have signed or accepted online; EASY is however entitled to update the performance specifications, which may include publication of updated documents on EASY's websites. These contractual terms do not establish any rights of third parties.

15. Contract definitions

15.1 "EASY software" refers to every type of software, software agent, applications, solutions, use or tool which EASY provides to the Customer for downloading in order to facilitate the Customer's access to, operation of and use of the Services..

15.2 "Program documentation" refers to the user manuals, help windows and read-me files for the Services and all EASY software. The Customer can inspect the documentation at https://easy-software.com/de/software/easy-cloud/ or at another internet address specified by EASY.

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

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

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

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

15.4 "Third-party contents" refers to all software, data, texts, images, audio and video materials, photographs and other contents and materials in any format which are obtained or derived from third-party sources outside EASY and which the Customer can access within the framework of or in connection with its use of the Services. Examples of third-party contents are: data feeds from social network services, dictionaries and marketing data. Third-party contents also include material coming from third parties which, through use of the Services, is accessed by the Customer or by means of tools provided by EASY or is obtained in such manner.

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

15.6 "Contents" of the Customer refers to all the software, data (including personal data within the of the data processing agreement for EASY Cloud Services as defined in these contractual terms), texts, images, audio and video materials, photographs, applications that do not come from EASY or third-party applications and other contents and materials in any format, which are provide by you or your users and which are stored in the Services or executed via the Services. These Services subject to contractual terms, EASY software, other EASY products and Services and EASY's intellectual property and all adaptations or edits thereof do not fall within the scope of "contents". The contents also include any and all third-party contents which the Customer incorporates in the Services through use of the Services or by means of tools provided by EASY.

15.7 Terminology which is used in this appendix but not defined has the same meaning as in the General Terms and Conditions.

Special terms and conditions for Cloud Services which are offered on a SAP Cloud Platform

The following terms and conditions for Cloud Services supplement the General Terms and Conditions for EASY Cloud Services and prevail in case of conflict with the General Terms and Conditions for EASY Cloud Services.

EASY PCM SAP Cloud Services

e.g. for PCM Employee File Cloud (pls. see attached)

License Terms of EASY SOFTWARE AG
EASY PCM SAP Cloud Services

Section 1   Subject
These License Terms form the basis for the relationship between the parties regarding the customer's use of one or more EASY PCM SAP Cloud Services (the "service"), which are offered and distributed as Software-as-a-Service (SaaS) solution. They describe the general framework for the use of the EASY PCM SAP Cloud Services, but not any services related to this use, other than initial set-up or implementation services or the technical support for the service.

Section 2   Rights of use
(1)   For the duration of the term (Section 3), EASY SOFTWARE AG grants the customer a simple, non-transferable and unlimited right to use the EASY PCM SAP CLOUD Service (the "service") along with the service documentation solely for the purpose of processing the internal business transactions of the customer and his affiliated companies in accordance with the contractual terms and the service description [see attachements, e.g. https://extranet.easy.de/pages/viewpage.action?pageId=42444015#tab-English]. With regard to contents and geography, the rights of use for the EASY PCM SAP Cloud Service do not go beyond the scope that SAP offers to the customer for using the SAP Cloud service that corresponds to the EASY software.
(2)   The customer may permit his authorized users to use the service at the contractually agreed scope in accordance with the usage metrics and volumes arranged in the purchase order/order confirmation.
The access data for the service may not be used multiple times or by several persons simultaneously. However, the data may 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 his authorized users, affiliated companies and business partners, as well as his own actions and omissions, and he will commit the above to use the service and the Cloud materials in accordance with the contract. For the remainder, the customer is not permitted to sub-license, sell, lease or rent the service and the Cloud materials, or to otherwise make them available to third parties.
(3)   During the use of the Cloud service, the customer may not: (a) copy, translate, disassemble, decompile, reverse engineer or otherwise modify, or create works derived from, the service or a documentation (insofar as this is not permitted in accordance with mandatory law and even possible at a technical level), in whole or in part. However, the required amount of copies may be made of the documentation for internal use; (b) use the service in a manner that violates the applicable laws, in particular the transmission of information and data that is illegal or breaches third-party rights; and (c) endanger or bypass the operation or the security of the service.
(4)   The customer is responsible for monitoring the use of the service and will immediately report any use that goes beyond the contractual agreements (in particular the agreed usage metrics and volumes) to EASY SOFTWARE AG in writing. In that case, the customer must sign a supplementary agreement that shows the additional use and additional remuneration. Such remuneration applies as of the date on which the relevant metrics have been exceeded. EASY SOFTWARE AG is entitled to verify that the service is used in accordance with the contract, in particular compliance with the agreed usage metrics and volumes.
(5)   EASY SOFTWARE AG may temporarily suspend the customer's access (particularly user names and passwords) to the service as a defense against damages if and insofar it is sufficiently probable that any further use of the Cloud service by the customer, the authorized users or a third party in violation of the contract using the customer's access data could have a negative effect on the service, a SAP Cloud service or other SAP customers or third-party rights in a way that requires immediate action to defend against damages. EASY SOFTWARE AG will immediately notify the customer of such a suspension. To the extent that circumstances allow, the customer will be informed ahead of time in writing or by e-mail. EASY SOFTWARE AG will limit the time period and scope of the suspension to the extent that can be reasonably justified, given the circumstances of the case.
(6)   The service may contain links to web services that are offered by SAP, SAP partners or third-party providers on external websites, which may be accessed via the Cloud service and that are subject to the terms of use of these providers. EASY SOFTWARE AG only provides technical access to the contents of such incorporated services, the contents of which are the exclusive responsibility of these third parties.
(7)   Authorized users can use mobile applications (mobile apps) to access the services that are defined in more detail in the service description,

which in turn are provided through third-party websites, such as the Apple App Store or the app store for Android devices. The use of such mobile application per se is subject to the terms that are agreed at the time the mobile application is downloaded or accessed, not the provisions under these License Terms.

Section 3   Term of the contract, termination
(1)   The license agreement is established when the customer accepts an offer submitted by EASY SOFTWARE AG (purchase order). EASY SOFTWARE AG confirms the establishment of the agreement with an order confirmation.
(2)   The term and the start of use are found in the offer submitted by EASY SOFTWARE AG, which is based on these License Terms. The offered term is deemed agreed upon acceptance of the offer; it is automatically extended by another 12 months ("extended term") after the expiry of the termination notice period. In accordance with a notice period of 90 days until the end of the initial or corresponding extended term, the customer may (i) terminate the user contract in writing or (ii) reduce the number of defined users and/or packages. The customer's termination of the contract or reduction of the defined users/packages must be sent to the address above in writing. EASY SOFTWARE AG is entitled to terminate the user contract in writing in accordance with a notice period of 90 days to the end of the initial or the corresponding extended term.
(3)   Terminations must be issued in writing. This requirement is not deemed satisfied with e-mail or fax transmissions.
(4)   The parties reserve the right to terminate the user contract for important cause. Important cause for termination by EASY SOFTWARE AG includes in particular:
a)   a significant breach of obligations from the supply or service contracts that are concluded in the context of this contract, particularly the failure to submit payments;
b)   serious breaches of contract or breaches of provisions that were arranged outside of the contract, which lead to a loss of mutual trust or the business basis;
c)   application to commence insolvency proceedings / refusal to commence insolvency proceedings due to a lack of assets or submission of an affirmation in lieu of oath or similar proceedings;
d)   complete or partial and significant discontinuation of business operations, for an actual or foreseeable duration of more than six months.
(5)   In the period between the time when the termination is issued and the time it goes into effect, and also for a period of 30 days after the end of the contract, EASY SOFTWARE AG will enable the repatriation of customer data from the customer's productive Cloud system to the customer, if and insofar this is permitted as per the contracts concluded between the customer, EASY SOFTWARE AG and SAP. Data, including customer data, that is still on the servers after the effective termination date will be irrevocably deleted at the latest after 90 days, unless SAP does not allow for the deletion of this data on a technical level, or if the parties agree that such data must continue to be stored in accordance with the applicable laws and regulations. The customer will take the appropriate measures to ensure compliance with the required statutory provisions for data retention, e.g. with regular back-ups on data carriers. Furthermore, the customer will not assert any claims against EASY SOFTWARE AG or its subcontractors that require the use of such data to defend against the claims.
(6)   In turn, the customer commits to return all EASY PCM SAP Cloud Service products in his possession (e.g. documentation that the customer does not require for obligatory process documentation), or he will give EASY SOFTWARE AG the option to take possession of transferred products after a reasonable time period (max. three months after a request).

Section 4   Fee, service packages and licenses, rendering of accounts
(1)   The customer orders the EASY PCM SAP Cloud Service from EASY SOFTWARE AG for a license fee pursuant to the metrics (e.g. number of users, files, other units or data records), as agreed upon acceptance of the offer.
The license fee must be paid in advance; this applies to one-time fees as well as periodic usage fees. Discounts are not provided.
Payments are due 14 days after the first day of the month. As of the due date, EASY SOFTWARE AG may charge default interest in the amount of the applicable statutory default interest rate.
(2)   All agreed fees are exclusive of applicable VAT.
(3)   A supplement will be added to this license agreement if the customer orders additional services (e.g. more users).
(4)   SAP requires EASY SOFTWARE AG to verify the actual rate of utilization by the customer (e.g. active users of EASY PCM SAP Cloud Services)

against the background of SAP-licensed users. The customer must be notified of this inspection in advance.

(5)   Use of SAP Cloud Platform interfaces for the connection of EASY SOFTWARE AG services by the customer requires a separate agreement between the customer and SAP and is therefore subject to the provisions of the then applicable SAP price list. The type and scope of accounting for the use of such a SAP interface is arranged directly by the customers and SAP, unless the parties explicitly agree to something different in writing.

(6)   EASY SOFTWARE AG reserves the right to temporarily block some or all of the access to the EASY PCM SAP Cloud Service until payment is submitted, in the event that the payment obligations to EASY SOFTWARE AG are not met within three months of the payment target. EASY SOFTWARE AG will inform the customer of such a step with reasonable advance notice.

(7)   The customer may only apply amounts against undisputed or legally established claims and may only base a withholding right on undisputed or legally established claims.

(8)   EASY SOFTWARE AG may increase the agreed prices for EASY PCM SAP Cloud Services vis-a-vis the customer in accordance with a 90-day notice period by way of a written adjustment notification, in accordance with the following principles:

a)   The first price increase is limited to the percentage by which the index has increased on a cumulative basis, on the basis of the value of the index at the time the purchase order went into effect. All subsequent price increases are limited to the percentage by which the index has increased on a cumulative basis since that time, on the basis of the index status at the time of the previous price increase ("change framework").

b)   The index of average gross monthly earnings of full-time employees in Germany for the industry sector "Provision of IT services" (currently in quarterly figures published by the German Federal Office of Statistics in the technical series 16, series 2.4, Group J 62) must be used as a basis for determining the change framework. If this index is no longer published, then that index published by the German Federal Office of Statistics that most closely depicts the development of average gross monthly earnings in the aforementioned industry sector shall be authoritative for determining the change framework .

c)   Such an increase goes into effect at the beginning of the next extension period for the purchase order.

d)   In the case of a price increase, the customer may terminate the license agreement with EASY SOFTWARE AG that is affected by the increase with a notice period of 30 days. The termination goes into effect at the end of the term of the agreement.

e)   In the event that the fees are amended, EASY SOFTWARE AG will inform the customer of such changes in advance. If the increase exceeds 5%, the customer may, within forty-five (45) days of the increase notification, terminate the license agreement or reject the increase. Terminations must be issued in writing. If the customer rejects the increase, EASY SOFTWARE AG can terminate the license agreement with a notice period of six (6) months.

Section 5   EASY PCM service as a 'supplement' or 'add-on' to SAP Cloud services

(1)   Under certain conditions, SAP will authorize the operation of independent software applications that supplement SAP products on the SAP Cloud platform "supplements"), as well as extensions ("add-ons") for SAP Cloud services that the customer has licensed from an official SAP partner such as EASY SOFTWARE AG. SAP will authorize, activate or deactivate a supplement or add-on pursuant to the information provided by the respective SAP partner.

(2)   SAP reserves the right to reject or withdraw an activation if it has reason to believe that the operation of a supplement or add-on could have a negative effect on the customer's SAP Cloud service system. SAP also reserves the right to temporarily or completely deactivate a supplement or add-on that affects the contractually agreed function and availability of other SAP Cloud services. Moreover, SAP reserves the right to deactivate a supplement or add-on if the supplement or add-on does not meet the quality standards that have been agreed between the SAP partner and SAP, or if the SAP partner fails to meet his contractual obligations vis-a-vis SAP.

(3)   EASY SOFTWARE AG does not assume any guarantee that a supplement or add-on in a future release of the SAP Cloud application that is used by the customer will be eligible for activation. EASY SOFTWARE AG does not guarantee that a supplement or add-on will be available permanently or without interruption. Except for cases of intentional action, EASY SOFTWARE AG does not assume any liability for damages suffered by the customer due to the use of the supplement or add-on.

(4)   In the absence of a different written arrangement between the customer and SAP or EASY SOFTWARE AG, the SLAs arranged for SAP Cloud services do not apply to the operation of a partner supplement or add-on.

Section 6   Service levels, maintenance window and support
The availability of the EASY PCM SAP Cloud Service, the service levels and the maintenance window, as well as the support provided by EASY SOFTWARE AG will depend on the SAP Cloud services used by the customer and the SAP Cloud platform that is used (supplements, add-ons or standalones). The customer must observe the applicable General Terms and Conditions for SAP Cloud services of SAP Deutschland SE & Co.KG ("Cloud GTC") or otherwise applicable GTC of SAP.

Insofar as EASY SOFTWARE AG is technically and legally able to do so (taking into account this dependence), it will provide support services in accordance with the support conditions that are attached to these License Terms.

Section 7   Data privacy and data security
The customer and EASY conclude a contract for the contract processing of data in accordance with the European General Data Protection Regulation (GDPR). The contract text is available at www.easy.de/agb and is deemed to apply to the parties upon confirmation of the order, unless the parties arrange another contract for the contract processing of data that takes precedence in this regard.

Section 8   Warranty
(1)   EASY SOFTWARE AG warrants that the EASY PCM SAP Cloud Service (service) meets the specifications agreed in the service description [see attachements, e.g. https://extranet.easy.de/pages/viewpage.action?pageId=42444015#tab-English] for the duration of the term, and that the service does not breach any third-party rights if it is used by the customer in accordance with the contract. EASY SOFTWARE AG will rectify any material defects and defects of title associated with the service in accordance with para. 4. In the event EASY SOFTWARE AG fails to rectify the defect after the expiry of a reasonable extension set by the customer in writing, and if the fitness of the service is significantly impaired as a result, the customer has the right to terminate the contract (whereby the termination must be issued in writing). If the fitness of the service for use as per the contract is significantly impaired, the customer has the right to reduce the remuneration by the appropriate amount. Section 10 applies to damage compensation due to defects.

Any liability regardless of negligence or fault with regard to defects that already existed at the time the contract was concluded pursuant to sec. 536a (1) Alt. 1 BGB (*German Civil Code*)) is hereby excluded.

(2)   With respect to consulting services that are rendered as work performance, EASY SOFTWARE AG warrants that the consulting service corresponds to the agreed service description. Warranty is provided in the form of supplementary performance in accordance with para. 4. In the event supplementary performance is not successful following the expiry of a reasonable extension set by the customer in writing, the customer has the right to reduce the fee payable as per the relevant purchase order for the affected consulting service by the appropriate amount, or withdraw from the order. Section 10 applies to damage compensation due to defects.

(3)   In the event EASY SOFTWARE AG does not render the consulting services subject to acceptance, or fails to do so in a timely manner, or if EASY SOFTWARE AG commits other breaches of obligation with regard to the consulting services or the Cloud service outside of the scope of the liability for material defects and defective title, the customer must reprimand EASY SOFTWARE AG in writing and must provide EASY SOFTWARE AG with a reasonable extension so that EASY SOFTWARE AG is given an opportunity to properly render the service or otherwise rectify the situation. Section 10 applies to damage compensation.

(4)   EASY SOFTWARE AG will rectify any defects in a Cloud service or consulting services subject to acceptance by providing the customer with a new, defect-free status of the consulting service or Cloud service, or by rectifying the defect. Defects may also be rectified by EASY SOFTWARE AG informing the customer of reasonable options for avoiding the impact of the defect. In the case of defective title, SAP will, at its discretion, either (i) procure the right for the customer to use the Cloud service or the consulting service as per the contract, or (ii) replace the Cloud service or consulting service or modify it so that the alleged breach is rectified but the use by the customer as per the contract is not unreasonably impaired as a result, or (iii) terminate the purchase order and refund the fee that has been paid by the customer for the term remaining after the termination date and provide damage compensation in the context of Section 10.

(5)   The customer must immediately reprimand any breach of obligation committed by EASY SOFTWARE AG in writing, with a detailed description of the reason for the reprimand.

(6) Warranty rights due to material defects and defective title for consulting services that are eligible for acceptance expire one year after acceptance. The warranty for the Cloud service applies accordingly for support services.

Section 9   Confidentiality

Both parties to the contract will treat in confidence all confidential information and all trade secrets of the other party that were acquired in connection with the contract regarding EASY PCM SAP Cloud Services or other EASY services, and that were expressly marked as confidential or secret, or for which it must be assumed that they are confidential or secret.

Section 10   Liability

(1)   In all cases of contractual and non-contractual liability, EASY SOFTWARE AG will only pay damages or refund unsuccessful expenses as follows:

a)   the full amount in the case of intentional action; in the case of gross negligence and the absence of a feature for which EASY SOFTWARE AG has assumed a guarantee, only at the amount of the foreseeable damages that were supposed to be prevented with the breached obligation or the guarantee;

b)   in other cases: only due to a breach of an essential obligation, if this puts the purpose of the contract at risk, and always limited to EUR 100,000.00 per damage event.

Objections based on contributory negligence are reserved. The limitations of liability pursuant to para. 1 do not apply to the liability for personal injury and liability according to the product liability legislation.

(2)   A one-year period of limitation applies to all claims against EASY SOFTWARE AG for damage compensation or refund of unsuccessful expenses in the case of contractual and non-contractual liability. This does not apply to liability in the case of intentional action or gross negligence, or liability for personal injury or pursuant to the product liability legislation. The period of limitation pursuant to para. 2 sentence 1 begins on the date designated in sec. 199 (1) BGB. Regardless of knowledge, damage compensation claims fall under the limitation provision three years after the damage event. The above limitations of liability also apply to claims against employees, subcontractors or other authorized agents of EASY SOFTWARE AG.

(3)   The contents of the EASY PCM SAP Cloud Services are provided on an 'as is' basis. "Contents" refers to texts, numeric data, visual data and other data or contents that are made available by EASY SOFTWARE AG, SAP or third parties through EASY PCM SAP Cloud Services or in another manner in connection with the EASY PCM SAP Cloud Services. EASY SOFTWARE AG does not assume any guarantee with regard to the accuracy, freedom of third-party rights or the completeness of such contents. The customer uses contents of this type at his own risk. EASY SOFTWARE AG does not assume any guarantee vis-a-vis the customer or third parties regarding the use of these contents by the customer or recourse to the same.

Section 11   Marketing

(1)   EASY SOFTWARE AG is authorized to announce (publicly or non-publicly) or approve announcements disclosing that the parties have concluded a contract for EASY PCM SAP Cloud Services, and it may also include the name of the customer in marketing materials, product-accompanying materials and in press releases of EASY SOFTWARE AG as a reference for the provision of EASY PCM SAP Cloud Services or EASY SOFTWARE AG services, provided that EASY SOFTWARE has informed the customer in writing and that the customer did not object within two weeks of the notification. This also includes the right to use the customer's trademark or logo for this purpose.

(2)   The parties may set out the details in a separate reference customer agreement, which may also give EASY SOFTWARE AG the right to grant the resulting marketing authorizations to its own sales partners.

Section 12   Amendment of terms

(1)   EASY SOFTWARE AG reserves the right to amend this contract with future effect. Such amendments will only be made if this is required, e.g. changes to the SAP Cloud service terms of use that are approved by SAP and that form the basis of this contract.

(2)   EASY SOFTWARE AG reserves the right to make changes to documents that form a part of the EASY PCM SAP Cloud Service user contract by way of reference (e.g. service description, price list, support concept) for technical or organizational reasons with future effect.

(3)   Such changes go into effect three (3) months after the customer was notified by EASY SOFTWARE AG in a written or electronic form. In the event that the customer's justified interests are significantly impaired as a result of these changes, the customer is entitled to terminate the user contract at the end of the above time period with a notice period of two (2) months before the changes go into effect. The changes will be deemed as having been accepted by the customer if the customer does not terminate the contract within the designated time period.

Section 13   Other provisions

(1)   Mülheim an der Ruhr shall be the exclusive place of jurisdiction for all legal disputes from or in connection with the contract for EASY PCM SAP Cloud Services.

(2)   In the event that individual provisions in the user contract are found to be invalid, it shall not affect the validity of the remaining provisions. Instead, a legitimate, valid and feasible provision will be added that most closely corresponds to the invalid provision.

(3)   In particular, EASY PCM SAP Cloud Services, EASY documents and Cloud services are subject to the export control laws and provisions of Germany, the European Union or the United States of America. The customer acknowledges his obligation to ensure that his exports associated with the use of EASY PCM SAP Cloud Services, EASY documents or Cloud services meet all applicable local, national and foreign laws and regulations as well as the provisions of the contract for EASY PCM SAP Cloud Services.

Attachment: Terms of Service and Support of EASY SOFTWARE for EASY PCM SAP Cloud Services

Attachment:

Terms of Service and Support for EASY PCM SAP Cloud
Services

1.

Terms of Service for EASY PCM SAP Employee File Cloud

https://extranet.easy.de/pages/viewpage.action?pageId=42444015#tab-English

Terms of Support for EASY PCM SAP Employee File Cloud

https://extranet.easy.de/pages/viewpage.action?pageId=42444015#tab-English