# DOCUSNAP LICENSE AGREEMENT AND SERVICE AGREEMENT

## §1 Subject of the contract

1.1 The Subject of the Contract is:

a) The provision of the Docusnap Software (hereinafter referred to as "Software") by Docusnap GmbH, Franz-Larcher-Str. 4, D-83088 Kiefersfelden (hereinafter referred to as the "Licensor") to the user of the Software (hereinafter referred to as the "Licensee") and

b) In the event that a Service Agreement is entered into as part of the Software purchase option (Section 1.3), the Licensor shall be responsible for the further development of the Software and the provision of support services to the Licensee in accordance with this agreement.

1.2 Docusnap is a computer program for inventorying, documenting, and analyzing IT infrastructures.

1.3 The Software is provided either on a permanent basis (purchase option) or for a limited time (rental option).

1.4 The Licensor's offer is intended exclusively for commercial customers and public-law entities. The Licensee represents that he or she is not a consumer as defined in § 13 of the German Civil Code (BGB).

1.5 The detailed Software specifications and system requirements are available at https://docs.docusnap.com. The functions are ultimately defined by this statement of work.

1.6 The demo version of the Software allows for limited-time use of the Software for the purpose of testing it.

## §2 License Calculation and Scope

2.1 The license is calculated based on the total of all network sizes tracked by the Software. Network size is the total number of systems (workstations and servers) in a network. These include Windows (server and desktop operating systems), Linux, Mac OS X, Unix, and thin clients. Both virtualized and physical systems are counted. Mobile devices (smartphones, tablets) and SNMP systems—such as routers, printers, switches, and other active network devices—are excluded from the calculation.

2.2 When the Software is used, it compares the licensed number of systems with the actual number of systems to be inventoried. In addition, a comparison is performed with the existing active computer accounts in Active Directory Services (ADS). If the number of systems to be inventoried or the number of existing computer accounts exceeds the license limit, the Software will only function on a limited basis.

## §3 Conclusion of Contract

3.1 When placing an order with the Licensor, the Licensee submits a binding offer to enter into a purchase agreement (purchase option) or a rental agreement (rental option). The contract is concluded upon the Licensor's acceptance of the offer in the form of an order confirmation via email. This also applies to the conclusion of the Service Contract, which must be entered into in conjunction with the purchase option for a term of at least one billing period (1 year) .

3.2 The Licensee's general terms and conditions shall not apply, even if the Licensor has not specifically objected to their validity. Any differing or conflicting terms and conditions shall apply only if the Licensor has expressly acknowledged them, at a minimum in writing.

## §4 Remuneration

4.1 The purchase price or rental fee for the Software is calculated using a license calculator on the Licensor's website based on the sum of all network sizes as specified in Section 2.1, and is displayed during the ordering process in the online store.

4.2 The fee for the Service Agreement is specified in the online store, in the quote, or in the customer portal. This applies regardless of whether and how often services under this contract are utilized. Payment is made in advance.

4.3 All prices are net prices and do not include the applicable sales tax.

## §5 Protective Measures in the Event of Payment Difficulties and Insolvency

5.1 Advance Payments and Security Deposits. The Licensor is entitled to require advance payments for the provision of its services or to demand the provision of appropriate security deposits, particularly if facts come to light that call into question the Licensee's creditworthiness or if the Licensee defaults on its payment obligations. Acceptable forms of security include, in particular, bank guarantees, sureties, or security provided on first demand. The amount of the security shall not exceed the

anticipated loss and shall be released at the Licensee's request once the purpose of the security no longer applies.

5.2 Right of retention; right to terminate in the event of late payment. In the event of a delay in payment by the Licensee, the Licensor is entitled, without prejudice to its statutory rights, to exercise its right of retention and/or to terminate the contract for cause following a written demand for payment.

5.3 Right to Terminate in the Event of Insolvency Proceedings. If the Licensee files a petition to initiate insolvency proceedings with respect to its assets, or if such a petition is filed, the Licensor shall be entitled to terminate the Agreement without notice. This also applies if the Licensee ceases payments or if facts come to light that indicate the Licensee's imminent insolvency and would make it unreasonable for the Licensor to continue the contractual relationship.

5.4 Right of Retention with Respect to Data and Systems. In the event of late payment or reasonable doubts regarding the Licensee's ability to pay, the Licensor is entitled to withhold the release of data that was processed or stored in connection with the performance of the contract, as well as the granting of system access, until all outstanding claims have been settled. The Licensee remains obligated to pay the agreed-upon compensation for the period during which the services are not available to the Licensee due to the right of retention.

5.5 Special Provisions Related to Insolvency. In the event that insolvency proceedings are initiated with respect to the Licensee's assets, the Licensor is entitled to make further performance of the contract contingent upon the insolvency administrator providing adequate security. In this case, the Licensor is not obligated to provide services that are not recognized as liabilities of the estate. If services have already been rendered but have not yet been paid for, the Licensor may make the release of the processed data contingent upon the settlement of the outstanding amounts.

5.6 Relationship to Other Provisions: The foregoing provisions shall take precedence over any conflicting agreements, unless such agreements expressly provide otherwise in writing. The Licensor's statutory rights of retention and termination remain unaffected.

## §6 Contract Term for the rental option and Service Agreement

6.1 The rental agreement and the Service Agreement are each entered into for an indefinite term. Either party may terminate the applicable contract at any time through the customer portal, effective at the end of the billing period. You may also submit your notice of termination by email to sales@docusnap.com .

6.2 The right to terminate the contract for cause remains unaffected. Good cause exists if, considering all circumstances of the individual case and weighing the interests of both Parties, continuation of the contractual relationship until completion of the work cannot reasonably be expected of the terminating party.

## §7 Docusnap Service Agreement

7.1 Under the purchase option, the Software may only be acquired in conjunction with a Docusnap Service Agreement from the Licensor with a term of at least one billing period (1 year) . With the rental option, the services covered by the Service Agreement are included in the rent.

7.2 Under the Service Agreement, the Licensor shall provide the following services (hereinafter "Services"), in addition to the existing statutory and contractual warranty rights, which remain unaffected:

a) the further development of the Software (Section 12) as well as

b) the provision of support services and the operation of a service desk (Section 13).

## §8 Download and Installation

8.1 The Software may be downloaded by the licensee from the licensor's website at https://www.docusnap.com . The licensee must ensure that the downloaded installation file is permanently backed up in an appropriate format for use in the event of a future reinstallation.

8.2 Unless otherwise agreed, the Software shall be installed by the Licensee.

## §9 Interoperability and Its Impact on Systems or Networks

9.1 The Software has been developed and tested by the Licensor to the best of its knowledge and belief, and future updates will be developed and tested in the same manner. Nevertheless, the Licensor cannot simulate all possible system and Software environments or test the Software for full and ongoing compatibility. The Licensee must ensure that the Software and updates are tested by qualified IT personnel before being deployed in production systems and system environments, particularly with regard to interoperability with other computer programs and their impact on systems and networks. The Licensor shall not be

liable for any failures resulting from a breach of this obligation.

9.2 The Licensee must immediately notify the Licensor if any issues arise during the use of the Software, particularly in the event of incompatibilities or adverse effects on systems and networks.

## §10 Rights of use

10.1 The Licensee has the non-exclusive, non-transferable right to use the Software within the scope of this License Agreement and to the extent licensed pursuant to § 2.1 . The right of use described above is unlimited in duration for the purchase option and limited to the duration of the lease term for the lease option.

10.2 The Licensee may use the Software only if he or she activates it online after installation. To do this, the Licensee must enter an activation code that they receive from the Licensor via email. If there is no Internet connection, the Licensor also offers the option of offline activation. At the end of the rental period, the Software will be deactivated by the Licensor.

10.3 The Software may not be transferred to third Parties, decompiled, disassembled, or reverse engineered without the Licensor's consent, unless expressly permitted by this license agreement or by law. If reverse engineering, decompilation, or disassembly (hereinafter referred to as "decompilation") is necessary to achieve interoperability with other computer programs, the Licensee must contact the Licensor prior to decompiling the Software and request that the Licensor provide the information necessary to achieve such interoperability. If the Licensor provides this information regarding interoperability without undue delay, the Licensee is not entitled to decompile the Software.

10.4 The Licensee is not authorized, either on its own or through a third party, to:

a) to sublicense, sell, rent, lend, or lease the Software or any part of the Software;

b) to modify the Software, in whole or in part, or to create derivative works based entirely or partially on the Software;

c) to remove or circumvent the Software's existing protection mechanisms against unauthorized use, unless this is necessary to ensure uninterrupted use. Copyright notices, serial numbers and other features used for Software identification may not be removed or changed. The same shall apply if the display of such features on the screen is suppressed.

d) The granting of the foregoing rights of use is subject to the condition precedent of full payment of the purchase price or full payment of the rent. Until that time, the Licensor consents to the use of the Software in accordance with the above terms and conditions.

10.5 Under the purchase option, the Licensee is entitled to transfer the granted Software license to a third party, provided that

a) the Licensee irrevocably and completely ceases use of the Software and deletes or renders unusable all copies of the Software—including any backup and archive copies,

b) the transfer applies to all usage units; that is, the license may be split only if each individual license purchased is transferred separately to a third party and no copies remain with the Licensee,

c) the third party undertakes, by written declaration to the Licensor, to comply with the contractual terms of use and, upon request, confirms to the Licensor that it has received the license and has the exclusive right to use it,

d) the Licensee notifies the Licensor of the transfer in advance and, upon request, provides evidence of the complete termination of its own use and the deletion of all copies.

The right to transfer the license does not apply to the extent that mandatory statutory provisions, individual contractual agreements, or the rights of third Parties preclude such a transfer. The Licensor may refuse to grant consent to the transfer only for good cause.

10.6 The preceding paragraphs apply mutatis mutandis to the provision of updates.

## §11 Right to Audit

11.1 The Licensor is entitled to conduct audits to verify the Licensee's use of the Software in accordance with the contract, as well as compliance with the contractual agreements, particularly with regard to proper licensing.

11.2 Audits may be conducted after prior notice is given with a reasonable lead time of at least four weeks. Audits must be conducted during the Licensee's normal business hours and must not unreasonably interfere with the Licensee's business operations.

11.3 The Licensee agrees to provide the information necessary to conduct the audit and to make available the necessary documents as well as access to the relevant systems and data. The scope of the documents and systems to be reviewed is limited to what is necessary to verify that they are being used in accordance with the contract and that the terms of the agreements are being complied with.

11.4 The audit is conducted by professionally qualified individuals designated by the Licensor. These individuals are required to

maintain confidentiality regarding all information obtained during the audit. The Licensee may refuse to designate certain individuals for good cause.

11.5 The Licensor shall bear the costs of the audit, provided that the audit does not reveal any material breaches of contractual agreements. If any material violations are identified, the Licensee shall bear the audit costs.

11.6 The right to conduct an audit shall remain in effect for the duration of the contractual relationship and shall expire two years after the termination of the contract, unless statutory retention periods require a longer period of validity.

11.7 The results of the audit will be documented in writing and communicated to both Parties. If violations are detected, the Licensee must pay the fees for the excess licenses used, including for past periods.

## §12 Further development of the Software

12.1 The Licensor shall provide further developments of the Software free of charge in the form of downloadable updates for the duration of an existing Service Agreement or, in the case of the rental option, for the duration of the contract term. These updates improve the Software, add new features, and bring it up to the current state of the art. Major version updates to the Software (e.g., from Docusnap 14 to Docusnap 15) are also included. The updates are covered by the Docusnap Service Agreement in terms of timing if the date on which the update first becomes available for download falls within the term of the Docusnap Service Agreement. There is no entitlement to a customer-specific modification.

## §13 Support and Service Desk

13.1 If a Service Agreement or rental option is in effect, the Licensor will advise and assist the Licensee regarding the Software by telephone or other means of remote communication in accordance with the following paragraphs in the event of any problems.

13.2 A service desk is available to the Licensee on business days (Monday through Friday, excluding public holidays at the Licensor's headquarters and any non-business days) between 8:00 a.m. and 5:00 p.m. CET/CEST (UTC+1/UTC+2) to receive and respond to problem reports and inquiries.

13.3 If the Licensee encounters any problems when applying or using the Software, the Licensee shall describe them in as much detail as possible, including a description of the symptoms of the problem, the operating conditions, any prior instructions given to the Software, the number of workstations affected, and a description of the system and hardware environment, including any third-party Software used.

13.4 Each report must be submitted immediately after the problem is discovered. The obligations to cooperate set forth in § 15 apply.

13.5 The Support and Service Desk assist the Licensee in resolving the issues listed in Section 13.3. The Support and Service Desk provides services to resolve specific issues on a case-by-case basis. The Support and Service Desk do not provide training.

13.6 The Licensor is entitled to have support services provided by third Parties.

## §14 Services not owed

14.1 Unless otherwise agreed in individual cases, the Licensee is not entitled to the following services:

a) Adapting the Software to versions that are in use by other users or distributed by the Licensor.

b) Adaptation of the Software to a changed hardware or Software environment, including adaptation to changed operating systems;

c) The adaptation of the Software to legal or other sovereign requirements.

d) The correction of errors caused by the Licensee or third Parties, including malfunctions caused by third-party Software.

e) The installation or application of updates to the Software provided under this contract.

f) Instruction and training for Software users.

g) The provision of support services for older versions of the Software.

14.2 The list in 14.1 is not exhaustive. Even if services are not mentioned, it cannot be concluded that these services are the subject of Licensor's contractual obligations.

14.3 The Licensor agrees to provide, if necessary, services that are not required under this Agreement, based on a separate

agreement and in exchange for separate compensation.

## §15 Obligations of the Licensee

15.1 A prerequisite for the provision of services under this Agreement is that the Licensee uses the current version of the Software. In addition, the Licensee must meet the applicable system requirements, which can be viewed on the Licensor's https://docs.docusnap.com website.

15.2 The Licensee shall assist the Licensor in every respect in the performance of the services under this Agreement, in particular with regard to the identification and rectification of defects, and shall, in particular, provide information necessary for troubleshooting (EventLog, DocusnapLog, remote analysis capabilities) that clarifies the specific circumstances surrounding the occurrence of the problem. To the extent that the Licensor is obligated to provide services that require it to access the Licensee's IT system via remote data transmission, the Licensee must grant the Licensor the necessary access to the Software via the Internet. Access is provided via an encrypted connection.

15.3 The Licensee is required to back up its data regularly, particularly before the Licensor provides support.

## §16 Liability for material and legal defects

16.1 Technical data, specifications and performance specifications in public statements, especially in advertising material, are not quality specifications. The functionality of the Software is governed by the specifications, which can be viewed on the Licensor's website, and by any supplementary agreements entered into in connection therewith.

16.2 The Licensor guarantees the functionality of the Software only within the scope of the applicable system requirements, which can be viewed on the website https://docs.docusnap.com .

16.3 Purchase option

a) Cure shall be effected exclusively by remedying the defect. The issue is typically resolved by providing an update.

b) As long as the Licensee has not yet paid the full amount of compensation due under this Agreement and has no legitimate interest in withholding the outstanding compensation, the Licensor is entitled to refuse to provide subsequent performance.

16.4 Rental Option

a) The Licensor warrants that the Software will maintain the contractually agreed-upon quality throughout the term of the agreement and that no third-party rights will interfere with the use of the Software in accordance with the agreement. The Licensor will remedy any material defects or defects of title in the Software within a reasonable period of time.

b) The Licensee is required to notify the Licensor in writing of any defects in the Software immediately upon their discovery. In the case of quality defects, this shall be done by describing the time of occurrence of the defects and the more detailed circumstances.

c) The strict liability for initial defects in accordance with §536a para. 1 BGB is excluded. The Licensor's liability for negligence remains unaffected.

16.5 Demo version

Warranty rights are excluded for the demo version and all other versions provided free of charge.

## §17 Liability

17.1 The Licensor shall be liable only in cases of willful misconduct, gross negligence, and negligent breach of essential contractual obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contracting party may regularly rely (cardinal obligations). The Licensor bears unlimited liability for damages resulting from injury to life, limb, or health. With regard to the demo version, the Licensor is liable only in cases of willful misconduct and gross negligence; the Licensor is not liable for ordinary negligence.

17.2 In cases of simple negligence, the Licensor's liability for each claim is limited to the foreseeable damages typical for this type of contract, up to a maximum of €500,000.

17.3 Liability under the Product Liability Act remains unaffected by the above provisions.

17.4 The Licensor is obligated to exercise the standard of care customary in the industry. In determining whether the Licensor is at fault, the Licensee and the Licensor agree that Software cannot be created without technical errors.

17.5 Licensor is not liable for the loss of data and/or programs insofar as the damage is due to the fact that the Licensee has failed

to carry out data backups and thus ensure that: that lost data can be recovered with reasonable effort.

17.6 The Licensor is not liable for third-party components and resources over which it has no control.

17.7 If the Licensor provides an update as a gesture of goodwill when there is no active service contract, the Licensor shall be liable only for willful misconduct and gross negligence in accordance with the principles of the law governing gifts (§ 521 of the German Civil Code (BGB)).

17.8 The foregoing provisions also apply for the benefit of the Licensor's agents.

17.9 Neither party shall be liable for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is attributable to an extraordinary, unforeseeable, and unavoidable event beyond its control (force majeure). Force majeure includes, in particular, acts by an enemy of the state, pandemics, epidemics, fires, floods, mobilization, wars, civil unrest, sabotage, accidents, uprisings, terrorism, blockades, embargoes, storms, explosions, strikes, lockouts, significant operational disruptions (e.g., power supply, the Internet, services provided by third Parties, in particular cloud providers), delayed or defective deliveries, acts or omissions by government agencies, and failures or delays on the part of third Parties or government agencies from whom permits, authorizations, licenses, concessions, or approvals must be obtained. Each party shall use reasonable efforts to minimize the duration and consequences of any failure or delay in performance resulting from an event of force majeure. In this case, the obligations are suspended until the force majeure and its consequences have been resolved. If the force majeure event continues for more than 90 consecutive days, both Parties are entitled to terminate the agreement with notice effective at the end of the month. In the event of force majeure, the Licensor is not obligated to have technicians work at times or in locations where their safety or health could be at risk.

## §18 Statute of limitations

18.1 All claims by the Licensee, in particular claims for defects and claims for damages, are subject to a statute of limitations of twelve months from the statutory commencement of the limitation period, unless a shorter limitation period is provided by law. This does not apply to claims arising from intentional or grossly negligent breaches of duty, fraudulent misrepresentation, warranties assumed by the Licensor, or claims for damages resulting from injury to life, body, or health. Claims for damages arising from a breach of essential contractual obligations due to simple negligence (cardinal obligations, i.e., obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the contracting party may reasonably rely) are also excluded, insofar as such claims relate to damage that is typically foreseeable under the contract. In such cases, the statutory limitation periods apply.

## §19 Data protection

19.1 The Licensor agrees to comply with applicable data protection laws, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

19.2 Upon execution of this Docusnap License Agreement and Service Contract, the Licensee and the Licensor simultaneously enter into the Data Processing Agreement attached hereto pursuant to Article 28 par. 3 of the GDPR.

19.3 When the Software is activated online, an activation key is transmitted and stored via the Internet. This activation key is used to verify the Licensee's rights of use.

19.4 For customer service, support, and Software improvement, the Licensor uses telemetry software that collects information about which modules and features are used in Docusnap. As a general rule, no personal data (e.g., names or specific inventory details) is collected. Data is collected solely at the customer level, not at the user level. Therefore, no employee data is collected. The telemetry feature can be disabled in the Software settings. Further information, including details on your right to object, is available in the privacy policy at https://www.docusnap.com/datenschutz/.

19.5 If the Licensee is bound by professional secrecy within the meaning of Section 203 of the German Criminal Code (StGB), the Licensor will offer at request a professional secrecy confidentiality agreement.

## §20 Confidentiality / Secrecy

20.1 The Parties mutually agree to treat as strictly confidential all information, documents, data, and findings (hereinafter collectively referred to as: "Confidential Information") that has been designated as confidential or whose confidentiality is implied by the circumstances—regardless of the form of transmission (e.g., in writing, orally, or electronically)—to treat such information as strictly confidential, to use it solely for the performance of this Agreement, and not to disclose it to third Parties. This applies in particular to Confidential Information, which includes business, technical, financial, legal, and other information not available to the public, as well as information that has been designated as confidential or whose confidential nature is implied by the circumstances.

20.2 This obligation does not apply to information that (a) was already generally known or publicly available at the time of receipt, (b) becomes generally known or publicly available after receipt without a breach of this Agreement, (c) was already known to

the respective receiving party prior to receipt without any confidentiality obligation, or (d) can be demonstrated to have been developed by the receiving party independently and without reference to the information received, (e) must be disclosed pursuant to an order by a government authority or court or due to statutory requirements, in which case the receiving party must, to the extent legally permissible and reasonable, notify the disclosing party in advance of the disclosure obligation so that the latter may take legal action. Mandatory legal disclosure obligations remain unaffected.

20.3 Each party agrees to take appropriate technical and organizational measures to protect the Confidential Information, at least in accordance with the state of the art. Upon termination of the Agreement, all Confidential Information received must be returned immediately upon request or—to the extent technically possible—deleted; this does not apply to the extent that statutory retention requirements preclude such action.

20.4 The confidentiality obligation shall remain in effect for a period of five years after the termination of the contract.

## §21 Amendment to the License Agreement for the Rental Option and the Service Agreement

21.1 The Licensor reserves the right to amend this license agreement, the rental option, and the Service Agreement at the end of the billing period, provided that reasonable notice of at least six weeks is given. Notice shall be given by sending the amended agreement in writing to the Licensee and shall be deemed to have been received when it is sent to the most recent email address on file in the customer portal.

21.2 If the Licensee does not object to the amended agreement within four weeks of receiving the notice—at a minimum by email to sales@docusnap.com—the amended agreement shall be deemed accepted.

21.3 A timely objection by the Licensee in accordance with the preceding paragraph shall be deemed a termination of the License Agreement and the Service Agreement as of the end of the billing period.

## §22 Price Adjustments

22.1 The Licensor is entitled to adjust the contractually agreed prices by up to 15% at the end of the billing period. The Licensor must notify the Licensee in writing of any intended price increase at least 60 days before the end of the billing period. The Licensee then has the option to terminate the contract by the end of the billing period, effective at the end of the billing period, either through the customer portal or by email to sales@docusnap.com. If the Licensee does not exercise its right to terminate the agreement, the price adjustment will take effect at the start of the new billing period.

22.2 The statutory provisions governing price adjustments, particularly in the event of a change in the basis of the transaction, remain unaffected.

## §23 Final Provisions

23.1 Should individual provisions of the Parties' agreements be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. In this case, the Parties agree to replace the invalid term with a valid term which comes as close as possible to the economic purpose of the invalid term. The same applies to any gaps in the agreement.

23.2 A right of retention may only be asserted due to counterclaims arising from the respective contractual relationship..

23.3 The contracting Parties may only offset claims that have been legally established or are undisputed.

23.4 The laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) are applicable.

23.5 The exclusive venue for all legal disputes arising out of or in connection with this Agreement shall be the court having subject-matter jurisdiction over the Licensor’s place of business, provided that the Licensee is a merchant, a legal entity under public law, or a special fund under public law.

Status: August 2026