

DOCUSNAP365 LICENSE AGREEMENT

§1. Object of the Contract

1.1. The object of the Contract is the provision of the software DocuSnap365 (hereinafter referred to as "Software") by the company DocuSnap GmbH, Franz-Larcher-Str. 4, 83088 Kiefersfelden, Germany, (hereinafter referred to as "Licensor") to the user of the Software (hereinafter referred to as "Licensee"). DocuSnap365 is a Software as a Service for the inventory, documentation, and analysis of IT infrastructures.

1.2. DocuSnap365 consists of a SaaS application at docuSnap365.com and the DocuSnap Enterprise Gateway (hereinafter: DEG), which is installed by the Licensee in its network and exchanges data between the Licensee's system and the SaaS application docuSnap365.com. The performance description and the system requirements are available on the website docs365.docuSnap.com.

1.3. The offer of the Licensor is directed exclusively at commercial customers and corporations under public law. The customer assures that it is not a consumer in the sense of § 13 BGB (German Civil Code).

§2. Conclusion of the Contract

2.1. When placing an order in the Licensor's web shop, the Licensee issues a binding offer to conclude a rental contract. The contract is concluded when the Licensor accepts the offer in the form of an order confirmation by email or by providing access to the software.

§3. Remuneration

3.1. The software is charged according to use (pay-per-use).

3.2. The basis for the calculation of the remuneration is the sum of all objects that are inventoried with the software. Object is every element that is inventoried, documented and analyzed with the software. A list of all objects subject to licensing can be viewed at <https://www.docuSnap.com/en/buy/docuSnap365-licensed-objects>

3.3. Upon conclusion of the contract, the Licensee rents the software with a specified number of maximum objects available to the Licensee for the duration of the contract period. The remuneration is to be paid in advance for the selected billing period. During the billing period, an upgrade to a higher number of objects for the future is possible at any time. The difference amount until the end of the current billing period will be charged at the time of the upgrade. A downgrade to a lower number of objects will only take effect at the end of the current billing period.

3.4. The Licensee can extend the software with add-ons, which are available to the Licensee for the duration of the contract period. During the billing period, an upgrade to a higher add-on for the future is possible at any time. The difference amount until the end of the current billing period will be invoiced at the time of the upgrade. A downgrade to a smaller add-on will only be effective at the end of the current billing period.

§4. Contract Duration

4.1. The rental contract is concluded for an unlimited period of time.

It can be terminated by either party at any time at the end of the billing period. The termination can also be made in text form (§ 126b BGB, e.g. by e-mail)

4.2. The option of extraordinary termination for an important reason remains unaffected. An important reason exists if, under consideration of all the circumstances of the individual case and under consideration of the mutual interests, the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed expiry. This is in particular the case if insolvency proceedings are opened against the Licensee's assets and the insolvency administrator refuses to enter into this contract.

§5. Download and Installation of the DocuSnap Enterprise Gateway (DEG)

5.1. The DocuSnap Enterprise Gateway can be downloaded by the Licensee into their docuSnap365.com account.

5.2. The installation of the Software is carried out by the Licensee, unless otherwise agreed. The Licensee is advised that the Software will only function properly if the DEG is running on its system; the Licensee has to ensure this on its own responsibility.

§6. Duties of the Licensee

6.1. The Licensee shall protect its access data to the Software against access by third parties in accordance with the state of the art and keep it safe.

6.2. The Licensee shall ensure that the Software is only used to the contractually agreed extent. Any unauthorized access must be reported to the Licensor without delay.

6.3. The Licensee is obligated and warrants that no data will be stored in the Software, the use of which would violate applicable law, governmental official directives, rights of third parties or agreements with third parties and shall indemnify the Licensor against all claims of third parties.

6.4. The Licensee shall check the data for viruses or other harmful components before storing them in the Software and shall use state of the art measures for this purpose (e.g. virus protection programs).

6.5. When using the API interface, the Licensee shall refer to the documentation at docs365.docuSnap.com.

6.6. The Licensee shall use the Software within the scope of this License Agreement and shall refrain from doing anything that jeopardizes the availability and security of the Software; in particular, the Licensee may only access the Software to the extent necessary to fulfill the purpose of the Agreement. This shall also apply in particular to access to the Software via the API interface.

6.7. In the event of a breach of the obligations from § 6.2, 6.3, 6.4, 6.5 and 6.6 by the Licensee, the Licensor is entitled to take appropriate measures to protect the Software in particular to remove unlawful data and to temporarily block access to the Software. The Licensee shall be informed immediately.

§7. Interoperability and Effects on Systems or Networks

7.1. The Software has been developed and tested by the Licensor in good faith. Nevertheless, the Licensor is not able to simulate all possible system and software environments and test the Software for corresponding, long-term compatibility. The Licensee must ensure that the Software is tested by qualified IT staff before use, in particular the effects on systems and networks with regard to the interoperability with other computer programs. The Licensor shall not be liable for downtimes due to the disregard of this obligation. This obligation also applies to updates of the Software.

7.2. The Licensee must notify the Licensor without delay if any irregularities occur in the use of the Software, in particular in the event of incompatibilities and negative effects on systems and networks.

§8. Rights of Use

8.1. The Licensee has the non-exclusive, non-transferable right to use the Software within the framework of the following conditions of use. The above right of use is limited to the duration of the contract.

8.2. The Software may not be passed on to third parties or decompiled (i.e. returned into the source code) without the agreement of the Licensor, unless this is expressly permitted through this License Agreement or by law. If reverse engineering, decompiling or disassembling (hereinafter referred to as "Decompiling") is required to achieve interoperability with other computer programs, the Licensee must contact the Licensor prior to Decompiling the Software and request provision of the information required to achieve such interoperability. If the Licensor provides this information for the interoperability without culpable hesitation, the Licensee is not entitled to Decompile the Software.

8.3. The Licensee is not entitled to, either itself or through a third party:

- a. sub-license or sell, let, loan or lease the Software or any part of the Software;
- b. change the Software in its entirety or in part or to create derivative works that are based in whole or in part on the Software;
- c. remove the Software's existing protective mechanisms against unauthorized use or to circumvent them, unless this is required to achieve error-free use. Copyright notices, serial numbers as well as any Software identification features must also not be removed or changed. The same applies for a suppression of the on-screen display of such features.

§9. Further development of the Software and Support

9.1. The Software is constantly being developed and updated. For the DocuSnap Enterprise Gateway, the Licensor provides updates that are automatically installed via the update function. With further development, the Licensor may introduce new functions. The functions existing at the time of the conclusion of the contract shall remain in place. There is no entitlement to customer-specific further development. With the further development, functions and the visual appearance of the Software may change; the functions according to the service description (§ 1.2) at the time of the conclusion of the contract remain unaffected.

9.2. A service desk is provided for the Licensee on working days (Monday - Friday excluding statutory holidays at the location of the Licensor's head office) between 8:00 am and 5:00 pm CET/CEST

(UTC+1/UTC+2). During this time the Licensor shall also respond to any reported problems and queries received from the Licensee by email.

9.3. When reporting problems with the use or application of the Software, the Licensee shall provide as much detail as possible and describe the problem symptoms and the previous instructions to the Software. The support and service desk provide services in the context of a solution for a particular case. The support and the service desk do not provide training. The Licensee shall support the Licensor fully in the provision of services pursuant to this Contract and in particular provide information for the removal of problems that show the circumstances in which the problem occurred. If the Licensor is obligated to provide services for which it must access the Licensee's IT system, the Licensee must enable the corresponding access to the Software through the Internet. Access is obtained through an encrypted connection.

§10. Availability

10.1. The Licensor guarantees an overall availability of the Software of at least 99% per year. The total availability does not take into account maintenance times amounting to a total of 4 hours per month; these are announced to the Licensee in the customer portal with a notice period of 2 weeks. Likewise, times during which the Licensee is responsible for the unavailability of the Software are not taken into account.

10.2. Total availability shall mean the Licensee's access to the SaaS web portal and the Licensee's ability to use the main functions of the Software.

10.3. Any unavailability must be reported to the Licensor without delay.

§11. Liability for Material and Legal Defects

11.1. Technical data, specifications and performance indications in public statements, in particular in adverts, do not constitute indications of quality. The functionality of the Software is dependent on the performance description services that can be viewed on the Licensor's website at docs365.docusnap.com and its supplementary agreements.

11.2. The Licensor warrants the functionality of the Software only within the framework of the respectively applicable system requirements that can be viewed on the website docs365.docusnap.com.

11.3. The Licensor warrants the maintenance of the contractually agreed condition of the Software for the contract term and also that the use of the Software according to the contract does not violate any third-party rights. The Licensor will remove any material and legal defects of the Software that arise in due course.

11.4. The Licensee is obligated to inform the Licensor of defects of the Software on discovery without delay. For material defects, this includes the description of the time the defect occurred and the circumstances.

11.5. Strict liability for initial defects pursuant to § 536a para. 1 BGB is precluded. The Licensor's liability for culpability remains unaffected.

11.6. Warranty rights against defects are excluded for the demo version.

§12. Liability

12.1. The Licensor is strictly liable only in the case of intent or gross negligence and in the case of a negligent violation of fundamental contractual obligations, without the fulfilment of which an orderly execution of the contract would not be possible and on the compliance with which the contractual partner may ordinarily rely. The Licensor's

liability for damages arising from injury to life, limb or health is unlimited. In the case of the demo version, the Licensor shall only be liable for intent and gross negligence; there shall be no liability for simple negligence.

12.2. In the case of simple negligence, the Licensor's liability is limited per claim to the foreseeable loss typical for the contract.

12.3. Liability pursuant to the German Product Liability Act remains unaffected by the sections above.

12.4. The Licensor must take the due care and attention usual to this particular industry. When determining whether the Licensor is at fault, the Licensee and the Licensor agree that it is not possible to produce the Software without any technical errors.

12.5. The Licensor is not liable for the loss of data and/or programs if the damage is the result of the Licensee failing to undertake daily data backups and to thus ensure that lost data can be restored with an acceptable effort. The Licensor is also not liable if the loss of data is due to incorrect operation of the API interface.

12.6. The above regulations also apply towards the Licensor's fulfilment agents.

§13. Data protection and confidentiality

13.1. The Licensor undertakes to comply with the applicable data protection laws, in particular the German Data Protection Regulation (DSGVO; Datenschutzgrundverordnung) and the German Federal Data Protection Act (BDSG; Bundesdatenschutzgesetz).

13.2. As part of the improvement of the Software telemetry data on the use of the Software is processed. The legal basis is the legitimate interest (Art. 6 para. 1 p. 1 lit. f DSGVO). Further information, including the right to object, can be found in the data protection information at <https://www.docusnap.com/data-protection/>.

13.3. The Licensor shall offer the Licensee upon request a contract for the commissioned processing of Art. 28 para. 3 DSGVO.

§14. Changing the License Agreement

14.1. The Licensor reserves the right to amend this License Agreement at any time, subject to a reasonable notice period of at least six weeks. Notice is provided by sending the changed license agreement in text form to the Licensee, stating the date from which the change shall come into force.

14.2. If the Licensee does not object to the amended agreement within four weeks after receipt of the announcement in writing or text form, the amended agreement is deemed to have been accepted.

14.3. If the Licensee objects in due time pursuant to the above section, both parties are entitled to terminate the contract at the point in time at which the change of the license agreement comes into force. The Licensee will be reimbursed by the Licensor for any rent already paid in the future.

§15. Final Clauses

15.1. Should individual provisions of this Contract be or become ineffective in whole or in part, the validity of the remaining provisions is not affected. The parties already agree at this stage that in this case the invalid provision shall be replaced by a valid provision that is as close as possible to the economic intent of the invalid provision. The same applies to any regulatory gaps contained in the Agreement.

15.2. A right of retention can only be exercised on the basis of counter claims arising from the respective contractual relationship.

15.3. The contractual parties may only offset claims that have been determined by a court of law or that are undisputed.

15.4. German law under exclusion of UN sales law applies.

15.5. The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract is the court responsible for the location of the Licensor's head office, providing the Licensee is a merchant, a legal entity under public law or a special fund under public law.