

DOCUSNAP LICENSE AGREEMENT AND SERVICE CONTRACT

§1. Object of the Contract

1.1. The object of the Contract is:

a. the provision of the software DocuSnap (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") and

b. in the event of the conclusion of a service contract within the scope of option to purchase the Software (§ 1.3), the further development of the Software and the provision of support services by the Licensor to the Licensee in accordance with the provisions of this Contract.

1.2. DocuSnap is a computer program for the inventory, documentation, and analysis of IT infrastructures.

1.3. The Software is either provided permanently (purchase option) or temporarily (rental option).

1.4. The Licensor's offer is solely aimed at commercial customers and public bodies. The customer assures that it is not a consumer in the sense of § 13 BGB [German Civil Code].

1.5. The detailed performance description of the software is available at <https://www.docusnap.com/en/buy>

1.6. The demo version of the Software enables the use of the Software for a limited time for the purpose of testing the Software.

§2. License Calculation and Scope

2.1. The basis for the calculation of the license is the sum of all network sizes captured with the Software. The network size is the sum of all systems (work stations and servers) in a network. This includes Windows systems (server and desktop operating systems), Linux and Mac OS/X systems, Unix, and Thin-Clients. Both virtual and physical systems are counted. Mobile devices (smartphones, tablets) and SNMP systems such as routers, printers, switches, and other active network participants are excluded from the calculation.

2.2. When using the Software, the Software verifies the licensed number of systems with the actual number of systems to be inventoried. Additionally, a verification against the existing active computer accounts in the Active Directory Services (ADS) is performed. If the number of systems to be inventoried or the existing computer accounts exceed the license size, the functionality of the Software is limited.

§3. Conclusion of the Contract

3.1. When placing an order in the Licensor's web shop, the Licensee issues a binding offer to conclude a purchase contract (purchase option) or to conclude a rental contract (rental option). The contract is concluded when the Licensor accepts the offer in the form of an order confirmation by email. This also applies to the conclusion of the service contract, which must be concluded with the purchase option.

§4. Remuneration

4.1. The purchase price or rent for the Software is calculated depending on the sum of all network sizes pursuant to § 2.1 on the Licensor's website with a license calculator and shown during the order process in the web shop.

4.2. The remuneration for the Service Contract per calendar year is set at 19 % of the net list price of the Software excluding the respectively applicable statutory VAT at the time. This applies regardless of whether and how frequently the services pursuant to this Contract are used. The service charge is paid in advance.

§5. Contract Duration of the Rental Option and Service Contract

5.1. The Rental Contract and the Service Contract are each concluded for an unlimited period of time. The respective contract can be terminated by either party at any time at the end of the billing period in the customer portal. The termination can also be made in text form (§ 126b BGB, e.g., by e-mail)

5.2. 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.

§6. DocuSnap Service Contract

6.1. In the case of the purchase option, the Software can only be purchased together with a DocuSnap Service Contract provided by the Licensor.

6.2. The Licensor provides the following services (Services) under the Service Contract outside the existing statutory and contractual warranty rights, which remain unaffected:

- a. The further development of the Software (§ 10) as well as
- b. The provision of support services and a service desk (§ 11).

§7. Download and Installation

7.1. The Software can be downloaded by the Licensee on the Licensor's website www.docusnap.com. The Licensee must ensure that it suitably and durably secures the downloaded installation file for any later re-installations.

7.2. The Software is installed by the Licensee, unless agreed otherwise.

§8. Interoperability and Effects on Systems or Networks

8.1. The Software has been developed and tested by the Licensor in good faith. The updates are 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 and the updates are tested by qualified IT staff before use in productive systems and system environments, 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.

8.2. The Licensee must inform the Licensor immediately if any anomalies arise during the use of the Software, in particular in the case of incompatibilities and negative effects on systems and networks.

§9. Rights of Use

9.1. 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 not limited by time in the case of the purchase option and is limited to the duration of the rental period in the case of the rental option.

9.2. The Licensee can only use the Software if it activates the Software online following installation. For this, the Licensee must enter an activation code which it receives from the Licensor by email. If there is no internet connection, the Licensor also offers the option of an offline activation. On expiry of the rental period, the Software is deactivated by the Licensor.

9.3. 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.

9.4. 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;

9.5. 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.

9.6. The above rights of use are granted subject to conditions precedent at the point in time the full purchase price is paid or when the full rent is paid. Until this point in time, the Licensor agrees to the use of the Software in accordance with the above conditions.

9.7. The preceding paragraphs apply to the provision of updates accordingly.

§10. Further development of the Software

10.1. The Licensor provides further developments of the Software in the form of updates for downloading free of charge for the duration of an existing service contract or, in the case of the rental option, for the

duration of the contract term. The updates improve the Software, add functions, and adapt it to the state of the art. Version upgrades of the Software (e.g., from DocuSnap 12 to DocuSnap 13) are also included. The updates are covered by the DocuSnap Service Contract in terms of time, if the day of the first possible download of the update is within the contract period of the DocuSnap Service Contract. There is no entitlement to a customer-specific further development.

§11. Support and Service Desk

11.1. The Licensor will advise and support the Licensee in the event of problems with regard to the Software by telephone or other means of remote communication in the event of an existing Service Contract or the rental option in accordance with the following paragraphs.

11.2. 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.

11.3. 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, the conditions of use, previous instructions to the Software, the number of workstations affected, a description of the system and hardware environments including any third-party software used.

11.4. Each report must be made immediately after discovering the problem. The participation obligations of § 13 apply.

11.5. The support and the service desk assist the Licensee in removing the problems listed in paragraph 3. 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.

§12. Undue Performances

12.1. Subject to deviating agreements in individual cases, the Licensee is not entitled to the following services:

- a. The adaptation of the Software to versions used by other users or that are sold by the Licensor.
- b. The adaptation of the Software to a changed hardware or software environment, including the adaptation to changed operating systems.
- c. The adaptation of the Software to statutory or other sovereign requirements.
- d. The removal of errors caused by the Licensee or third parties, including the service disruption by third-party software.
- e. The installation of the Software supplied within the framework of this Contract.
- f. The instruction and training of the Software users.

12.2. The list in paragraph 1 is not conclusive. If performances are not named, it cannot be deduced that these performances are part of the Licensor's contractual obligations.

12.3. If necessary, the Licensor agrees to provide performances that are undue according to this Contract on the basis of a separate agreement against a separate remuneration.

§13. 13. Licensee's Duties of Participation

13.1. The provision of the services pursuant to this Contract is subject to the use of the Software by the Licensee in its most current version. Further, the Licensee must comply with the respectively valid system requirements that can be viewed on the Licensor's website www.docusnap.com.

13.2. 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 (EventLog, DocuSnapLog, Remote Analysis Option) 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 by way of long-distance data transmission, the Licensee must enable the corresponding access to the Software through the internet. Access is obtained through an encrypted connection.

§14. 14. Liability for Material and Legal Defects

14.1. 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 description in the specification of services that can be viewed on the Licensor's website and its supplementary agreements.

14.2. 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 www.docusnap.com.

14.3. Purchase option

- a. In the case of the purchase option, claims for defects lapse within a period of twelve months from first activation. This also applies to the provision of updates, starting with the provision of the update, if at the time of the defect no Service Contract should still exist.
- b. Subsequent fulfilment is provided exclusively through removal of the defect. The defect is usually removed by providing an update.
- c. Until the Licensee has paid the remuneration due pursuant to this Contract in full and does not have a legitimate interest in retaining the full remuneration, the Licensor is entitled to refuse subsequent fulfilment.

14.4. Rental option

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

14.5. Demo version

Warranty rights are excluded for the demo version.

14.6. The Licensee shall support the Licensor in the detection and removal of defects and, in particular, provide error information (EventLog, DocuSnapLog, Remote Analysis Option) that show the circumstances in which the error occurred.

§15. Liability

15.1. 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.

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

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

15.4. 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.

15.5. 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.

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

§16. Data protection

16.1. 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).

16.2. When activating the Software online, an activation key is transmitted online and stored. This activation key is used to verify the Licensee's rights of use.

§17. Changing the License Agreement for the Rental Option and the Service Contract

17.1. The Licensor reserves the right to amend this License Agreement in the case of the rental option and the Service 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.

17.2. If the Licensee does not object to the amended agreement within four weeks after receipt of the announcement at least in text form (§ 126b BGB), the amended agreement is deemed to have been accepted.

17.3. 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 or remuneration already paid for the service contract in the future.

17.4. Final Clauses

17.5. 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.

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

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

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

17.9. 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.