

Terms for Software Leasing



1. Subject Matter of the Agreement

- 1.1 The Lessee leases from CIDEON the proprietary or third-party software described in greater detail in the Document of Leasing, including the data stored therein (hereafter referred to as the "Software"), and the associated user documentation in the language designated therein (together referred to as the "Subject Matter of the Agreement") under the conditions of use agreed in this agreement. The individual software modules (hereafter referred to as the "Modules"), some of which are optional, are referred to individually in the performance description.
- 1.2 The software source code is not part of the Subject Matter of the Agreement.
- 1.3 The performance description that is valid at the time the Subject Matter of the Agreement is shipped and made available to the Lessee before the agreement is concluded, and that is also described in the user documentation by the proposal, ultimately sets out the properties of the Software supplied by CIDEON. CIDEON shall not be liable for the properties of any Software exceeding this description. The Lessee may not derive such an obligation in particular from other representations of the Software in public statements or in advertising by CIDEON and/or the manufacturer, their employees or sales partners, unless CIDEON has expressly confirmed such additional properties in writing.
- 1.4 If employees of CIDEON grant guarantees before the agreement is concluded, such guarantees shall only take effect if they are confirmed in writing by CIDEON management.
- 1.5 The Lessee's General Terms of Business are not applicable in connection with this agreement. This remains the case even if CIDEON does not expressly contradict the Lessee's General Terms of Business.

2. Scope of use

- 2.1 CIDEON grants to the Lessee a non-exclusive right of use of the Software. The scope of this right of use in terms of time and content depends on the rules for software leasing specified in these Terms.
- 2.2 The right of use is limited in time and in terms of content it is limited to installation on a single computer workstation (single-user license) or on a server that is used exclusively within the company (network license) and is limited exclusively to internal company applications.
- 2.3 Unless otherwise agreed, the right of use applies only to the destination country as agreed between the parties in which the Software is to be used. Unless expressly agreed, the right of use is granted exclusively for the country in which the Lessee's registered place of business is located. If the agreed destination country or the Customer's registered office is located within the EU, then the entire territory of the EU shall apply.
- 2.4 The Software may only be reproduced to the extent needed for contractually agreed usage. The Lessee may create the necessary number of backup copies of the Software in accordance with standard practice. Backup copies on portable storage media are to be identified as such and identified with same the copyright notice as the original storage medium.
- 2.5 The Lessee is only authorized to make modifications, additions and other revisions to the Software as defined in § 69 c no. 2 of the German Copyright Act (UrhG) that are permitted as essential in this Act or which are expressly permitted within the contractually agreed use of the Software.
- 2.6 The Lessee is only entitled to decompile the Software within the limits of § 69 e UrhG and then only if CIDEON, after receiving a request in writing with appropriate notice, has not made available the data and/or information needed to ensure interoperability with other hardware and software.



- 2.7 If CIDEON provides the Lessee, for the purposes of supplementary performance or maintenance, with supplements (e.g. patches, supplements to the user manual) or a new edition of the Subject Matter of the Agreement (e.g. update or upgrade) that replace a Subject Matter of the Agreement provided previously ("Old software"), such supplements shall be subject to the provisions of this agreement.
- 2.8 If CIDEON makes available a new edition of the Subject Matter of the Agreement, the Lessee's authorizations arising from this agreement shall lapse in relation to the old software, even if CIDEON does not expressly request return of the old software, as soon as the Lessee is using the new Software in production. However, the Lessee may continue to use the old software to a limited extent for reasons of compatibility if his customers or suppliers are still using older versions.
- 2.9 The user documentation may not be duplicated or revised - subject to the provisions of paragraphs 2.4 and 2.5 (where the documentation is integrated into the Software).
- 2.10 The Lessee requires the prior written approval of CIDEON before using the Software in any way that exceeds the rights of use granted in this agreement. In the event of multiple use without approval, CIDEON is entitled to invoice for the leasing fees due for the more extensive use according to the CIDEON price list applicable at this time if the Lessee is unable to demonstrate that CIDEON has suffered a substantially lower loss. This shall not affect the right to make further claims for compensation outside the terms of this agreement.

3. Installation, training, Software-Service

- 3.1 For installation of the Software, CIDEON refers to the installation instructions described in the user documentation, particularly to the hardware and software environment that the Lessee must have. At the Lessee's request, CIDEON will install the Software on the basis of a separately concluded agreement and the current CIDEON price lists.
- 3.2 CIDEON will provide instruction and training by separate agreement on the basis of the current CIDEON list prices.
- 3.3 The Lessee shall participate in the Software-Service to the scope of the contractual level specified in the Document of Leasing, as it is offered by CIDEON in accordance with the respective current Software- Service Performance Description. Unless otherwise agreed, CIDEON shall only be responsible for rendering services with regard to the latest program version made available to the Lessee. The services shall extend to both the Software as well as to the related documentation. The rights and obligations of the Lessee with regard to new program versions within the scope of the Software-Service shall result exclusively from these Terms for Software Leasing.
- 3.4 The Lessee receives respectively the standard version of the new software version as formulated in the associated Performance Description. The Lessee shall itself be responsible for the adoption of any customer-specific adaptations. Individual programs as well as customer-specific adaptations based on customizing technologies, such as API programming, scripting, individualization of master data, batch routines, etc., are excluded from the services. Any work required in this regard for the purposes of maintaining executability following the delivery of new releases of the standard software is to be commissioned and paid for separately.
- 3.5 Unless otherwise expressly agreed, the following services shall not form an integral part of the agreement and shall require a separate agreement:
- Services for programs that are not used under the conditions of use specified by CIDEON.
 - Adapting the Software to new operating system releases or conversions of the Software to operating systems for which the CIDEON Software has not been generally released.
 - Service work that becomes necessary due to the non-observance on the part of the Lessee of the operating instructions, other types of incorrect operation, damage caused deliberately or as a result of gross negligence and/or changes to the Software or its data carriers.
 - Any services performed at the installation location.
 - Training services via the customer support.

In the event that such services are commissioned separately, CIDEON shall be entitled to invoice such in accordance with the applicable price, hourly and travel expense rates.



4. Protection of the Subject Matter of the Agreement, dongles

- 4.1 Unless the Lessee is expressly granted rights under the terms of this agreement, all rights in the Subject Matter of the Agreement (and in all copies made by the Lessee) – particularly copyrights and industrial property rights – remain with CIDEON or, if third-party software is supplied, with the manufacturer. This also applies if the Subject Matter of the Agreement are edited by CIDEON or the Licensor.
- 4.2 The Lessee shall keep the provided Subject Matter of the Agreement with due care so as to exclude the possibility of misuse. The Subject Matter of the Agreement (whether unchanged or revised) shall not be made accessible to third parties without first obtaining the written consent of CIDEON. A third party does not include the Lessee's employees or other persons who are on the Lessee's premises in order to use the Subject Matter of the Agreement in accordance with this agreement.
- 4.3 The Lessee is not permitted to change or remove copyright notices, identifications and/or CIDEON's or the Licensor's inspection numbers or references. If the Lessee modifies or edits the Subject Matter of the Agreement, such notices and identifications are to be transferred to the modified version of the Subject Matter of the Agreement.
- 4.4 The Lessee shall keep a record of the copies of Subject Matter of the Agreement produced on storage media in accordance with this agreement, and their locations, and shall provide CIDEON with information about and inspection of and access to this record upon request.
- 4.5 If the Lessee passes storage media, memory or other hardware on which the Subject Matter of the Agreement are stored (in full or in part, unchanged or revised) to third parties or relinquishes the direct ownership thereof, he shall ensure that the Subject Matter of the Agreement stored thereon are first completely and permanently deleted.
- 4.6 CIDEON is entitled to provide every installation of the Software with hardware or software copy protection (dongle) that allows the Lessee the usage of the Software limited in time in accordance with the period specified in the Document of Leasing. The Lessee is required to inform CIDEON immediately of any detected functional impairments or the loss of a dongle. CIDEON shall replace defective dongles on return of the old dongle. If such copy protection, which ultimately guarantees entitlement to the license, is lost, CIDEON is not obliged to replace the copy protection unless the leasing fee for the Software is paid once again.
- 4.7 The Lessee must ensure that the Software will only be used according to the agreed time period and/or if it is protected at the same time by a duly working dongle in case software is combined with a dongle. In the event of a culpable breach of this obligation, a contractual penalty amounting to the single leasing fee for the Software shall be due immediately. This shall not affect CIDEON's right to claim compensation that exceeds the contractual penalty.

5. Non-transferability of the right of use

The right of use granted under the terms of this agreement is non-transferable. The Subject Matter of the Agreement must not be transferred to third parties; this also applies to a temporary transfer and to transfer of use to third parties whether in return for payment or not, regardless of whether the Subject Matter of the Agreement is transferred in physical or intangible form.

6. Lessee's obligations to cooperate and to inform

- 6.1 The Lessee has informed himself about the essential features of the Software and bears the risk of whether they comply with his wishes and needs; in cases of doubt, he shall request advice from CIDEON employees or third parties experts before the agreement is concluded.
- 6.2 The Lessee has sole responsibility for setting up a functioning hardware and software environment for the Subject Matter of the Agreement - and one that is adequately dimensioned taking account of the additional load created by the Subject Matter of the Agreement.
- 6.3 Before use, the Lessee shall test the Software thoroughly to ensure it is free of defects and can be used in the existing hardware and software configuration. This also applies to software that he obtains under the terms of the warranty and maintenance.



- 6.4 The Lessee shall follow the instructions provided by CIDEON for the installation and operation of the Software, and shall, at regular intervals, check the websites provided on the Internet at www.cideon.de for current information, and shall take such information into account in his operation.
- 6.5 If CIDEON has further performance obligations that go beyond the provision of the Subject Matter of the Agreement, the Lessee shall cooperate therewith to the necessary extent free of charge by making available employees, working areas, hardware and software, data and telecommunications equipment, for example.
- 6.6 The Lessee shall grant CIDEON access to the Subject Matter of the Agreement for troubleshooting and debugging, either directly and/or indirectly by remote data transmission, as the Lessee sees fit.
- 6.7 The Lessee shall take appropriate precautionary measures in the event that the
- 6.8 software is not functioning properly, in whole or in part (through the daily backup of data, the diagnosis of bugs, regular review of data processing results, etc.).
- 6.9 Unless the Lessee has expressly indicated the contrary in advance, CIDEON may assume that all Lessee data with which it can come into contact is backed up.
- 6.10 The Lessee shall bear the disadvantages and additional costs arising from failure to fulfill these duties.

7. **Obligation to inform on defect**

If a defect arises in the leased Subject of the agreement during the leasing period, the Lessee shall be obligated to inform CIDEON thereof immediately (Para. 536c of the German Civil Code (BGB)). Para. 536b of the German Civil Code (BGB) shall apply for defects already known or not known due to gross negligence at the moment of conclusion of the agreement as well as for defects known at the time of acceptance.

8. **Defects of quality or title, other defaults in performance**

- 8.1 CIDEON warrants in accordance with the law on leasing the quality of the Subject Matter of the Agreement agreed under clause 1.3 and warrants that use of the Subject Matter of the Agreement to the contractual extent by the Lessee will not infringe any rights of third parties.
- 8.2 If defects of quality are identified, CIDEON shall first fulfill the warranty by supplementary performance. For this purpose, CIDEON shall at its discretion provide the Lessee with a new software release free of defects or shall rectify the defect; the identification by CIDEON of reasonable options for avoiding the impact of the defect shall also constitute the rectification of the defect.
- 8.3 If defects of title are identified, CIDEON shall first fulfill the warranty by supplementary performance. To this end, CIDEON may decide to provide the Lessee with a legally unobjectionable option of using the supplied Subject Matter of the Agreement or replaced or modified Subject Matter of the Agreement to an equivalent value.
- 8.4 The Lessee is required to adopt a new software release if the contractual range of functions is maintained and such adoption does not result in significant disadvantages.
- 8.5 The Lessee's right of termination on the grounds of failure to grant use within the meaning of Para. 543 (2), Clause 1 No. 1 of the German Civil Code (BGB) as well as the right to reduce the leasing price within the meaning of Para. 536 (1) of the German Civil Code (BGB) shall be precluded in as far as the supplementary performance or replacement within a reasonable period fails. An insignificant reduction in the suitability shall not be taken into account. CIDEON shall pay compensation or reimburse any costs incurred in vain due to a defect within the limits specified in clause 9.
- 8.6 In the event that CIDEON provides services regarding troubleshooting or rectifying defects, without being obliged to do so, CIDEON is entitled to claim compensation for this at its usual rates. This shall apply in particular if a defect is not verifiable or attributable to CIDEON. Furthermore, any additional costs incurred by CIDEON as a result of the Lessee's failure to properly meet his obligations pursuant to clause 6 are to be reimbursed.



- 8.7 Should claims be asserted by third parties that prevent the Lessee from using the rights granted to him under the agreement, the Lessee must notify CIDEON forthwith in writing and in detail. He shall hereby authorize CIDEON to conduct by itself the action against third parties in court and out of court. In the event that the Lessee is sued, he shall come to an agreement with CIDEON and shall only take legal action, in particular with respect to acknowledgments and settlement, with its consent.
- 8.8 The Lessee can only derive rights from other breaches of obligations by CIDEON if it has reported such breaches in writing to CIDEON and has granted CIDEON a grace period to remedy such breaches. This shall not apply insofar as a remedy is ruled out based on the type of breach of obligation. The limits specified in clause 9 shall apply to compensation or the reimbursement of any costs incurred in vain

9. Liability

- 9.1 Unless otherwise specified below, the Lessee shall not be entitled to assert any claims on whatever legal grounds - other than those described under Clause 8. CIDEON shall therefore not be liable for any damages that have not been caused to the subject matter of the agreement itself; in particular, CIDEON shall not be liable for any loss of profit or for any other financial losses incurred by the Lessee. Insofar as the contractual liability of CIDEON is excluded or limited, this shall also apply to the personal liability of employees, agents and subcontractors of CIDEON.
- 9.2 The above limitation of liability shall not apply if the cause of the loss is the result of intent or gross negligence, there is a personal injury involved or a claim for damages exists under the Product Liability Act (Produkthaftungsgesetz). The same shall apply insofar as CIDEON has issued a guarantee for the quality of the contractual performance that is contrary to the limitation of liability.
- 9.3 Provided that CIDEON breaches a material contractual obligation without due care, the liability for damages is limited to the losses that typically arise. Material obligations under the agreement are defined as those that create legal positions for the Lessee, which arise from the nature of the agreement itself with regard to its content and purpose, and those, the fulfillment of which enables the due execution of the agreement and the observance of which the Lessee relies on, and may rely on, regularly.
- 9.4 The strict liability on the part of CIDEON for faults already known at the moment of conclusion of the contract in accordance with Para. 536a (1) of the German Civil Code (BGB) is expressly excluded.
- 9.5 The right of CIDEON to contest the charge of contributory negligence (e.g. arising under clause 7) shall not be prejudiced.
- 9.6 The assignment of the Lessee 's claims governed by clauses 8 and 9 is excluded. Para. 354a of the German Commercial Code (HGB) remains unaffected.

10. Limitation of liability

The statutory period of limitation for claims pursuant to clauses 8 and 9 is one year. This shall not apply insofar as longer periods are prescribed by law pursuant to paras. 438 (1) no. 2 (buildings and goods for buildings), para. 479 (1) (right of recourse) and para. 634a (1) no. 2 (defects of a building) of the German Civil Code (BGB) as well as in cases of death, bodily injury or sickness, death, an intentional or grossly negligent breach of obligation and claims for damages under the Product Liability Act.

11. Term of agreement, end of the right to use the Subject Matter of the Agreement

- 11.1 The period of validity of the leasing agreement is specified in the Document of Leasing.
- 11.2 The right of immediate cancellation of the agreement for good cause remains unaffected for both parties.
- 11.3 In all cases of expiry of his right of use (e.g. through expiry of contract, termination) the Lessee shall return immediately all deliveries of the Subject Matter of the Agreement incl. dongle and delete all copies.



12. Final provisions

- 12.1 The Document of Leasing and these Terms for Software Leasing form an integral contract, with the provisions of the Document of Leasing taking precedence.
- 12.2 If the Lessee is a merchant, a legal entity under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising from and in connection with this agreement shall be the registered office of CIDEON. If CIDEON takes legal action, CIDEON shall also be entitled to choose the registered office of the Lessee as the place of jurisdiction.
- 12.3 German law shall apply exclusively.
- 12.4 The conclusion of the agreement and any subsequent amendments or supplements require the written form to be valid. This shall also apply to any amendment to this clause. No verbal subsidiary agreements have been made all declarations by the parties require the written form to be valid.
- 12.5 The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision hereof. The parties hereto shall negotiate in good faith to replace any ineffective provision with a provision, the effect of which comes as close as possible to that of the intention of the parties hereto. The same shall hold true in case of any omissions. If an inadmissible period is set, the legally permitted period shall apply.
- 12.6 The Lessee agrees that as part of the business relationship with CIDEON, personal data within the meaning of the data protection regulations may be gathered, stored and processed, provided this is necessary for executing this agreement.

[Date: January 2023]