

License and General Terms and Conditions for dox42 products

(valid from 5th March 2018)

Solely the German version is legally binding; this version is just a translation.

1 General Conditions and Contract Formation

- 1.1 Exclusively, these general terms and conditions (“T&C”) apply to all sales and deliveries of dox42 GmbH, Vegagasse 5/2, 1190 Vienna (hereafter “licenser”) of the software products **dox42 Enterprise Add-In, dox42 Word Add-In, dox42 Excel Add-In, dox42 PowerPoint Add-In, dox42 Enterprise Server, dox42 Server for Documents, dox42 Server for Spreadsheets, dox42 Server for Slides, dox42 SAP, dox42 Dynamics AX (dox42 Dynamics 365 for Finance and Operations), dox42 Dynamics NAV und dox42 Dynamics CRM (dox42 Dynamics 365 for Sales), dox42 Integrated** (“dox42”), which may include associated updates, extensions, internet-based services, support services and documents provided by dox42 GmbH. Deviating terms and conditions by the licenser for individual cases that vary from these conditions overrule the general terms and conditions without harming their other application. Applicable is the current valid edition of the T&C at the time of formation of the contract.
- 1.2 By placing an order with the licenser or in the online shop, at the latest however at acceptance of delivery/service, the customer declares agreement to be bound by the T&C. Deviating general terms and conditions as well as other additional arrangements with the customer that vary from these conditions are only valid, if they are explicitly confirmed in writing by the licenser as replacing these conditions. To be legally effective, all statements directed at the licenser have to be made in writing (possible are also fax and email).
- 1.3 We will confirm the receipt of the customer’s electronic order. This acknowledgement of receipt does not constitute a binding acceptance of the order. The acceptance of your order only takes place upon delivery of the ordered goods, provided there is no explicit acceptance in writing within 30 days of receipt of your order. By the end of this period, the customer is no longer bound and the contract shall not be considered as having come into existence.
- 1.4 If a condition in this contract or the respective amended agreement is or becomes invalid, the validity of the remainder of this contract and amended agreements will not be affected.
- 1.5 The general terms and conditions of the customer to the contract are only valid, if the licenser has expressly agreed to them in writing. A special dissent by the licenser is not necessary.
- 1.6 In case of uncertainty or dispute the German version of these general terms and conditions overrules.

2 Scope of Software License

- 2.1 The software “dox42” is intellectual property of the licensor. The customer acquires by purchase the – non-exclusive – right of usage of the software in accordance with these terms and conditions. Subject matter of the contract– in general against payment – is the assignment of the standard software for installation on the hardware of the customer including defined additional services (= license). The program itself remains property of the licensor. The software is provided to the customer in the form of an executable machine language program and/or object code or by transfer of a key for download from the Internet.
- 2.2 The customer is only entitled to use the software including all documents internally within the limits of the contract. The customer must not (a) circumvent technical limitations of the software; (b) reverse-engineer, de-compile or disassemble the software; (c) attempt to extract parts of the software; (d) produce more copies than stated within the license agreement or legally permitted;(e) host the software for third parties to copy; (f) use the software in violence to the law; (g) rent, lease, lend or transfer the software; (h) use the software for commercial or non-commercial software hosting services or software as a service scenarios (SAAS).
- 2.3 **dox42 unlimited Key (for all dox42 Add-Ins):** Upon payment of the agreed single payment, the customer is granted the right to use the software for an unlimited period for one workstation or one specified user.
- 2.4 **dox42 free program (for all dox42 Add-Ins):** The software license is granted to the customer without payment for use on one workstation for a limited period of time including all updates within this period. With the end of the “free program”, all rights of use of the corresponding dox42 Add-In expire, should the customer not acquire an “unlimited key” (confer 2.3).
- 2.5 For each developer who accesses the **dox42 Server** service interfaces or creates solutions based upon or directly or indirectly using these interfaces you need to buy a **dox42 Server Developer License** (dox42 Server OEM Developer or dox42 Server Location Developer). With the dox42 Server Developer License you purchase necessary third-party components with a separate license agreement you need to accept.
- 2.6 The software license for all **dox42 Server products** is permanently allocated to one customer. The number of end-users of each solution using or based upon the dox42 Server service interfaces as well as the number of generated documents is unlimited. Depending on your dox42 Server Developer License your end-users may use your solution at exactly one location (dox42 Server Location Developer) or unlimited (dox42 Server OEM Developer) locations (addresses).
- 2.7 If you grant third parties (for example, but not limited to customers, partners or colleagues) access to dox42 products you are responsible to ensure that these third parties accept this terms of license.

2.8 Partner products

dox42 NAV, dox42 NAV for Server (= „dox42 NAV Document Creator“) is intellectual property of Business Systemhaus AG. You are not allowed to copy (except copies of the documentation for your own use), sell or use dox42 NAV Document Creator or any associated material - partly or as a whole - without prior approval of Business Systemhaus AG. You may not remove license notices or offer dox42 NAV Document Creator in your name. dox42 NAV Document Creator is licensed per NAV data base (NAV license number).

dox42 Dynamics AX, dox42 Dynamics AX for Server and dox42 Dynamics 365 for Finance and Operations, dox42 Dynamics 365 for Finance and Operations Server (=“dox42 AX”) is intellectual property of Solutions Factory Consulting GmbH. You are not allowed to copy (except copies of the documentation for your own use), sell or use dox42 AX or any associated material - partly or as a whole - without prior approval of Solutions Factory Consulting GmbH. You may not remove license notices or offer dox42 AX in your name.

3 Remuneration and Terms of Payment

- 3.1 Prices are stated in the online shop in Euro per software product (= license) and exclude VAT. Only the prices given in the online shop are effective at the time of the order. In default of stated prices in individual cases, prices are effective as stated in the licensor's price list at the time of delivery. Additional services, like customer specific programming and consultancy are subject to settlement in accordance with the licensor's commonly applied rates plus VAT and expenses. This is applicable especially for travel costs and expenses.
- 3.2 The licensor reserves the right of withdrawal in the event of manifest misspelling, misprint and/or miscalculation as well as exchange rate fluctuation of more than 5 %, prior to the execution of the contract in full by both parties.
- 3.3 The purchase price becomes due immediately with ordering, without deductions, except expressly stated otherwise in individual agreements on payment in writing. Remuneration for permanent or service contracts is due at the beginning of each accounting/contractual period. Payment may only be effected via credit card or advance transferral to our banking account. The credit card may be debited at the time of order. In the case of partial delivery, payment in full may be debited. In case of an advance to our banking account, delivery will be effected after receipt of payment in full at the earliest.
- 3.4 The customer is only entitled to set-off rights if his counter-claims are found to be legally valid, are undisputed or acknowledged by us in writing. For consumer business under the KSchG (Austrian Consumer Protection Act), set-off may also be valid in accordance with § 6 (1) Z 8 KSchG in case of illiquidity and if the counterclaim stands in legal connection with our legal claim.
- 3.5 A late fee shall be charged on any overdue amounts and any other fees and expenses not paid, at the rate of 10 % p.a., or the highest rate allowable under applicable law. In the event of default of payment, the customer obligates himself to compensate the licensor in full all

collection fees, expenses and cash expenditures related to the collection of the debt, necessary for adequate prosecution. Herein included are expenses for two payment reminders at EUR 10.00 each, as well as costs of the attorney commissioned with the collection of unpaid debts. We reserve the right to the assertion of possible rights and claims in excess of this. Should payment by instalments have been agreed upon, the licensor reserves the right to demand immediate payment in full, in the event of payment default by the customer (immediate maturity).

- 3.6 Delivered goods remain the property of the dox42-vendor until all current and future claims are satisfied.

4 Delivery and Place of Performance

- 4.1 The licensor guarantees to execute orders without unnecessary delay, in any event within 30 days after receipt of order and payment. Incidentally, stated periods for and dates of performance and delivery are only approximate, unless confirmed expressly as binding. Partial deliveries shall be permitted.
- 4.2 If agreed dates of delivery/performance are not met because of delays caused by force majeure and other events beyond the licensor's control that could not have been averted by reasonable means, the period of performance shall be extended suitably by the corresponding period and scope. If the delivery deadline is exceeded by more than two months, both parties are entitled to withdraw from the contract.
- 4.3 In the case of default, the customer may only withdraw from the contract after granting the licensor a grace period of 14 days in writing and the same has expired unsuccessfully. Claims for compensation by the customer due to non-fulfilment or late delivery are barred, except for valid claims due to deliberate or gross negligence.
- 4.4 The place of performance for all services under this contract shall be the principal office of the licensor.

5 Right of Withdrawal for Consumers

- 5.1 If the customer is a consumer he is, pursuant to § 5e KSchG, entitled to rescind the contract or contract statement within seven work days from submission (a statement of withdrawal postmarked before the deadline is sufficient); Saturday does not count as a work day. The period begins with the date of receipt of the purchased goods by the customer.
- 5.2 In the case of a rescission the licensor shall reimburse payments made by the customer. The usage rights expire and the customer shall delete all copies of the software.

6 Liability and Warranty

- 6.1 In cases of minor negligence, liability of the licensor, as well as his employees or agents, is excluded for property damage or financial loss to the customer, be they direct or indirect damages, loss of profit or consequential damages. Liability for any one case of damage shall be limited to damages that were foreseeable for the licensor at the time of the contract

conclusion limited to a maximum of three times the value of the purchase price per case of damage. For on-going payments of flat rate amounts, liability is limited to the flat rate amounts to be paid in the year in which the individual damages occurred. For consumers as defined by the KSchG, only the first sentence applies.

- 6.2 The customer is obliged to back-up the data on a daily basis to achieve least possible data loss. Incidentally, the customer is obliged to secure a back-up prior to maintenance, service and installation work. In the case of data loss, the licensor is only liable for the expenses required for restoring of the data when proper data back-ups have been made.
- 6.3 The disclaimer referred to in clause 6.1 is not valid in the case of a liability according to Austrian Product Liability Act (PHG). Any claims for recourse by customers or third parties to the licensor from the title "product liability" in accordance with the PHG are excluded, unless the claimant proves that the fault has been caused by the licensor at least by gross negligence.
- 6.4 Customers who are not consumers must comply with the legal obligation to inspect and give notice of defects (§ 377 UGB). The same shall apply correspondingly for updates and other services, provided by the licensor on the terms of a software service agreement. Delays in the notification of defects by the customer shall void all warranty claims for the defect in question and consequential damages.
- 6.5 The customer shall communicate defects in a reproducible way by indicating all useful information necessary to detect the defect. The licensor may only be obligated to a warranty, if the defects reported can be reproduced or demonstrated on the basis of machine-generated records. The licensor can choose between repair and replacement. The customer shall support the licensor as far as possible in the elimination of defects and especially, at the request of the licensor, hand over a data carrier with the relevant program as well as make available the necessary work material. A demand for price reduction can only be made after the expiry of a reasonable period for repair.
- 6.6 Any warranty claims are subject to a limitation period of six months from the day of delivery; in dealing with consumers the statutory warranty obligation applies. The warranty lapses for any programs which have been modified by the customer or a third party without the consent of the licensor or in which the customer has otherwise inexpertly interfered unless the customer proves, when reporting a defect that the defect did not result from any such modification or manipulation. The customer's right to recourse against the licensor under § 933b Abs 1 ABGB expires one year from the day of delivery/performance. Customer complaints do not entitle the customer to retain the payment of the purchase price of the delivery affected by the defect. The licensor can insist on remuneration of his outlay insofar as he has worked on the basis of an error report without an error existing.
- 6.7 The licensor accepts no liability for technical faults in the operation of the online shop. It also reserves the right to suspend operation at any time; without prejudice to the proper fulfilling of already closed contracts.

7 Data Protection

The customer agrees that the licensor may electronically process, collect and store disclosed personal data (name, address, email address, credit card data, data for bank transfers) for purposes of fulfilling the contract, providing support and for the licensor's own advertising purposes and to send promotional material by electronic post. The customer may revoke this declaration at any time without any statement of reasons.

8 Industrial Property Rights and Copyright

- 8.1 The customer undertakes to only use the software according to contractually or legally permitted parameters and to strictly guard all possible licensing terms. This also applies to the licensor's rights to the latter's web page and its contents, such as texts, graphics, logos, trademarks, titles, programmes, compilations of prices, databases and other services.
- 8.2 If a third party asserts justified claims against the customer due to infringement of property rights by goods delivered by the licensor and used according to the terms of the contract, the licensor shall choose within the scope of the guarantee under clause 6, whether to acquire, at the licensor's own expense, the right to use the intellectual property right with respect to the suppliers concerned or whether to modify the deliveries such that they no longer infringe the intellectual property rights or replace them. If this would be impossible for the licensor under reasonable conditions, the customer is entitled to the statutory rights of reduction. The licensor is entitled to restrain the customer from using the services according to the above provisions, should intellectual property right claims be asserted against him.
- 8.3 Claims of the customer shall be excluded, if the infringement of the intellectual property right is caused by specifications made by the customer, to a type of use not foreseeable by the licensor or to the supplies being modified by the purchaser or being used together with products not provided by the licensor.

9 Court of Jurisdiction and Applicable Law

- 9.1 The exclusive court of jurisdiction for all disputes from this business contract relationship is – in those cases where the customer is not a consumer – agreed to be Vienna-Inner City. The licensor shall be entitled to also file a suit at the customer's place of business.
- 9.2 The contractual relationship and all the rights and claims, which are associated with or derived from it are subject to Austrian Law excluding UN Commercial Law and all jurisdictional reference standards to other jurisdictions.