VALID FROM MARCH 15TH 2023

# General Contractual Terms of dox42 GmbH

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# 1. Section: General Terms and Conditions ("GTC")

## 1.1 Definitions

"dox42" (hereinafter also: "we") is dox42 GmbH, Linke Wienzeile 8/29, 1060 Vienna, e-mail: info@dox42.com, www.dox42.com, company register number: FN 393153 t, VAT ID number: ATU67845433.

"Contractual Partner" is anyone who purchases or uses products or services from dox42. dox42 offers its products and services exclusively to companies. A company is any permanent organization of independent economic activity, even if it is not profit-oriented. Legal entities under public law are also considered as companies under these terms.

"Written form": The written form shall also be fulfilled if the communication is done by letter or e-mail.

## 1.2 Scope and general

### 1.2.1

These General Terms and Conditions apply to all contractual relationships between the contractual partner and dox42 and can be retrieved and saved at https://www.dox42.com/Terms-And-Conditions. The version valid at the time of the conclusion of the contract shall be applicable in each case. Depending on the subject matter of the contract, other sections shall also apply in addition to this section (see sections 2 to 3).

### 1.2.2

dox42 offers its products and services only to companies that act in accordance with our Business Ethical Guidelines, i.e. that ensure compliance with human rights, environmental protection, equal rights as well as fair working and remuneration conditions and refrain from unethical or even criminal activities, such as corruption, child or forced labor. Violations of these principles by the Contractual Partner are agreed as extraordinary grounds for termination of the contractual relationship.

### 1.2.3

Any special contractual terms and conditions applied by dox42 in individual cases shall take precedence over any provisions of these GTC and sections 2 to 3 deviating therefrom, irrespective of their other validity. Agreements with the Contractual Partner that deviate from these GTC and other supplementary agreements shall only be effective if they are confirmed by dox42 in writing. Declarations addressed to dox42 must also be in writing to be legally effective.

## 1.2.4

Any terms and conditions of the Contractual Partner shall not be accepted unless this is explicitly agreed in writing. A special objection to the Contractual Partner's terms and conditions by dox42 is not required.

# 1.3 Data protection, confidentiality and reference

## 1.3.1

Data protection is a central concern for us. dox42 processes personal data exclusively in accordance with the applicable data protection laws. This includes particularly the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Austrian Federal Act concerning the Protection of Personal Data ("DSG"). For details on data processing, please refer to our current privacy policy (https://www.dox42.com/Privacy).

## 1.3.2

dox42 and the Contractual Partner undertake to treat all knowledge of confidential information and trade secrets ("Confidential Information") of the other party obtained while initiating and executing the contract as confidential for an unlimited period of time and to use it only for the purpose of executing this contract. The Confidential Information of dox42 shall also include the subject matter of the contract and the goods and services provided based on the order.

## 1.3.3

The Contractual Partner shall only make the contractual product or service available to employees and other third parties to the extent that this is absolutely necessary for the contractual use. The Contractual Partner shall oblige these parties to comply with the obligations and conditions, in particular with this point, and to indemnify and hold dox42 harmless in case of breach of duty.

## 1.3.4

The contracting partner gives consent - revocable at any time - that its name including address and field of activity, and if applicable citing the respective product or service purchased and time period, may be used worldwide, factually and temporally unlimited so particularly on the Internet and in print, as a reference for marketing purposes of dox42.

# 1.4 Prices and terms of payment

## 1.4.1

All prices stated in our price lists, order forms or on websites are considered net prices. The prices stated are per defined product or defined service plus VAT at the statutory rate. Applicable are those prices, which are listed on the date of the Contract Partner's order. In the absence of a price indication in the individual case, the calculation shall be based on the dox42 price list valid on the day of delivery or service.

## 1.4.2

In the event of obvious typing, printing and/or calculation errors as well as price changes due to exchange rate fluctuations of more than 5%, we shall be entitled to correct the invoice and adjust the contract in the form of a valorization as long as the contract in question has not already been completely fulfilled on both sides.

## 1.4.3

The total amount is due for payment upon ordering in advance and without deduction unless special payment terms are agreed in writing in individual cases. Remuneration for Software Assurance and Subscription Contracts (see also Sections 2 to 3) shall be paid at the beginning of each billing/runtime period. In the case of partial deliveries, the full invoice amount may be debited. In the case of advance payment to our account, delivery will be made at the earliest after receipt of the full invoice amount.

## 1.4.4

The Contractual Partner may only offset claims of dox42 if its counterclaim has been acknowledged by us in writing or has been determined by a court of law.

## 1.4.5

In the event of delayed payment by the Contractual Partner, default interest in the amount of 10% p.a. or alternatively higher statutory default interest shall be charged regardless of fault. Furthermore, in case of delayed payment, the Contractual Partner undertakes to reimburse dox42 for any dunning and collection expenses incurred, insofar as they are necessary for appropriate legal prosecution. This includes in any case the costs of two reminder letters in the amount of EUR 10,-- each as well as one reminder letter of a lawyer assigned with the collection. We reserve the right to assert further rights and claims. If payment in installments has been agreed upon, dox42 reserves the right to demand immediate payment of the entire outstanding debt if partial amounts or additional claims are not paid on time (immediate maturity).

## 1.4.6

Products and services by dox42 shall remain the property of dox42 until full payment of the purchase price including all additional liabilities (retention title).

## 1.5 Order placement and contract execution

## 1.5.1

In the case of orders placed electronically, we will generally confirm receipt of the Contractual Partner's order. Acceptance of the order shall only be effective by dispatch or provision of the ordered product or execution of the ordered service, unless a specific written acceptance of the order is made in individual cases. Partial deliveries are permissible. After the expiry of 30 days, the contract is regarded as not concluded for lack of acceptance and the Contractual Partner is no longer bound to the order.

## 1.5.2

If supply for goods or services of dox42 is delayed partially or completely for reasons beyond dox42's control, as well as in case of force majeure and other unforeseeable events that cannot be averted by reasonable means (in particular operational disruptions of a technical or other nature), delivery and service obligations shall be suspended for the duration and to the extent of the impediment and the applicable deadlines shall be extended by this period accordingly. However, if such delays last longer than two months, the contracting parties shall both be entitled, subject to clause 1.5.3, to withdraw from the contract.

## 1.5.3

If dox42 is in delay with the supply of goods or services, the Contractual Partner may only withdraw from the contract after he has granted us a grace period of at least 14 days in writing and this period has expired without result.

# 1.6   Warranty and liability

## 1.6.1

The warranty period shall be six months from supply of the good or execution of the partial service or the service in case of unified services. dox42 shall improve defects at its own discretion by improvement or replacement. There are no price reductions. No warranty shall apply to software which the Contractual Partner or a third party modifies or otherwise improperly interferes with without dox42's consent, unless the Contractual Partner proves that the interference is not the cause of the defect within a timely notice of defects (see section 1.6.2.). The right of recourse against dox42 according to § 933b Austrian Civil Code („ABGB") is inadmissible. Complaints do not entitle the customer to withhold outstanding payments towards dox42. dox42 may claim an adequate compensation for expenses in connection with unjustified notices of defects.

## 1.6.2

The Contractual Partner shall report any defects immediately, at the latest within two working days, in writing and stating the information relevant for the identification of defects. dox42 shall only remedy defects if reported defects are reproducible or can be shown by machine-generated outputs. The Contractual Partner shall support dox42 as far as necessary in the elimination of defects, in particular to send a data medium with the software in question and to provide working materials, if required. These requirements shall apply accordingly to updates and other services provided on the basis of a software service agreement. Delayed notices of defects shall rule out any claims of the Contractual Partner (in particular due to delay, warranty, damages as well as mistake regarding the absence of defects).

## 1.6.3

The Contractual Partner acknowledges that the availability of our products and services is partly dependent on the functioning of the Internet and its infrastructure, over which we have no influence for the most part. In case of related failures and delays as well as generally in case of service disruptions (e.g. due to cyber attacks), claims of the Contractual Partner (especially based on non-performance or delay) against dox42 are inadmissible to the extent permitted by law. The regulations under point 1.5.2. and 1.5.3 remain unaffected.

### 1.6.4

In the case of software products, the Contractual Partner shall back up data in a manner appropriate to the application, usually on a daily basis, in order to minimize any loss of data. Furthermore, the Contractual Partner shall ensure that its data is backed up prior to maintenance, service and installation work. In case of loss of data, dox42 shall at most be liable for the effort required to restore the data in case of proper data backup.

### 1.6.5

In principle, dox42 is only liable for damages that we or our subcontractors have caused to the Contractual Partner intentionally or through qualified gross negligence. Liability for simple gross or slight negligence and for consequential damages, lost profits, indirect and consequential damages as well as for pure financial losses of any kind is excluded as far as legally permissible. For each case of damage caused by at least qualified gross negligence as well as for the total damage incurred within one calendar year, liability shall be limited to the damage whose occurrence was foreseeable for dox42 at the time of the conclusion of the contract, however, to a maximum of the purchase price of the product or service purchased by the Contractual Partner or, in case of a subscription to be paid on an ongoing basis, to the amount of the subscription to be paid annually in the year in which the case of damage occurred. This shall not affect liability under the Product Liability Act ("PHG") and for personal injury to the extent that it is legally inalienable.

## 1.7   Final provisions

### 1.7.1

The place of fulfillment and performance for all products and services shall be the registered office of dox42.

### 1.7.2

The place of jurisdiction for all legal disputes in connection with the contractual relationship shall be the competent court for Vienna-Innere Stadt; dox42 shall also be entitled to sue and make claims against the Contractual Partner at its general place of jurisdiction.

### 1.7.3

The contractual relationship and all claims derived therefrom shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and any conflict of law provisions.

### 1.7.4

The binding contractual language is German. Only the German versions of this or any other contractional document shall be legally binding, English translations serve information purposes only. For the German version of this document see https://www.dox42.com/de/Terms-And-Conditions

### 1.7.5

Should one or more of the provisions of these General Contractual Terms or the provisions of the contracts concluded on the basis thereof be or become legally invalid, this shall not affect the validity

of the remaining provisions. The invalid provision shall instead be replaced by another provision that comes as close as possible to the economic content of the legally invalid provision.

# 2. Section: Terms of use and licensing for software products

## 2.1 Scope

### 2.1.1

The following terms of use and licensing apply in addition to the General Terms and Conditions ("GTC") to all software products offered by dox42 as well as to all updates, extensions, additional modules and internet-based services (hereinafter referred to as "Software") offered by dox42 in this regard.

### 2.1.2

Violations by the Contractual Partner against the terms of use and licensing described in the following shall entitle dox42 to immediately revoke the right of use and to terminate the contract for cause, subject to further legal claims (especially for injunctive relief and damages).

## 2.2 Scope of use and licensing

### 2.2.1 General provisions

#### 2.2.1.1

The software is intellectual property of dox42 (exception: partner products, see point 2.2.2.3). The Contractual Partner acquires the granting of a right of use (hereinafter: "license") for the non-exclusive use of the software to the extent described. The subject matter of the contract is the provision - generally against payment - of a standard software for installation on the hardware of the Contractual Partner or the provision of access to an online-based software service ("SaaS"). The software itself shall remain the property of dox42. The software shall be provided as executable machine language program and/or object code or by transmitting an access code for downloading the same from the Internet to the Contractual Partner or by providing log-in data.

#### 2.2.1.2

The Contractual Partner is entitled to use the acquired software including documents only within the contractually regulated scope. Since dox42 software is based on Microsoft technology, the Contractual Partner is obligated to comply with the respective Microsoft terms of use and licensing conditions for the products used in addition. This applies in particular to the use of our SaaS application dox42 Online, which is operated on Microsoft Azure (for details see: https://azure.microsoft.com/en-us/support/legal/).

#### 2.2.1.3

The Contractual Partner is exclusively responsible for the proper installation and configuration of the software as well as its operation in a system landscape that corresponds to the current state of the art technical and organizational measures.

### 2.2.1.4

The Contractual Partner shall indemnify and hold dox42 harmless for any damage caused by interventions in our software due to insufficient security precautions of the Contractual Partner or his unauthorized modification of the software.

### 2.2.1.5

In particular, the Contractual Partner shall not be entitled to

- ▶ circumvent technical limitations of the software;
- ▶ reverse engineer, decompile or disassemble the software;
- ▶ extract parts of the software;
- ▶ to make a larger number of copies of the software than contractually agreed or legally permitted;
- ▶ publish the software so that others can copy it;
- ▶ use the software in a way that violates applicable laws or dox42's Business Ethical Guidelines (see GTC pt. 1.2.2);
- ▶ to use the software in scenarios where danger to life and limb may occur in the event of errors or failures;
- ▶ rent, lease, lend or give away the Software;
- ▶ use the Software for commercial or non-commercial software hosting services or "SaaS" scenarios.

### 2.2.1.6

If the Contractual Partner allows third parties (for example, but not limited to customers or employees) to access dox42 products, he must first ensure that they are aware of and accept these terms of use and licensing.

## 2.2.2  Product group specific provisions

### 2.2.2.1   dox42 Add-Ins

The software license includes an unlimited right of use for a one-time fee for one physical workstation or one defined user including all updates. When used via terminal server, each user requires a license.

### 2.2.2.2   dox42 Server

We offer dox42 Server licenses as Perpetual (On Premise) or as Subscription (On Premise) or Subscription for dox42 Online (SaaS). The software license for all dox42 Server products is permanently assigned to a Contractual Partner. The number of users of a solution created using the dox42 Server service interfaces as well as the number of documents generated on a dox42 Server (On Premise) is not limited. For dox42 Online, the number of generated documents is limited according to the individual order.

#### 2.2.2.2.1

For all dox42 Server products, every developer needs a dox42 Server Developer License (dox42 Server OEM Developer or dox42 Server Location Developer) to access the dox42 Server Service Interfaces or to create solutions directly or indirectly integrating these Service Interfaces. With the dox42 Server

Developer license, the Contractual Partner also acquires the licenses for necessary third-party components, whose separate terms of license and use shall be respected. Further details can be found in our current price list.

### 2.2.2.2.2

Depending on the dox42 Server Developer license granted, these solutions may only be used at one (dox42 Server Location Developer) or at any number (dox42 Server OEM Developer) of locations (addresses).

## 2.2.2.3 Partner products

In addition to the dox42 base products, dox42 offers numerous connectors and extensions. Some of these extensions are developed by dox42 partner companies and are intellectual property of these manufacturers. The contractual partner is not entitled to copy the interface or related material such as documents, documentations etc., neither in whole nor in part (except documentation for own use), to sell or to use it in any form without the consent of the respective manufacturer - even beyond the termination of the contractual relationship with dox42 - to remove license notices or to offer it under its own name. The terms of use and license conditions for software products of dox42 must be observed in addition.

The following partner products are currently offered by dox42 (as of 15.3.2023):

- dox42 D365 FO | AX
  - Manufacturer: Cegeka Business Solutions Österreich GmbH

- dox42 D365 BC | NAV
  - Manufacturer for NAV and BC-Version until including 20: Business Systemhaus AG
  - Manufacturer for BC from Version 21: MODUS Consult GmbH

- dox42 App for d.velop documents
  - Manufacturer: Alpin gmbh

- dox42 Skribble, dox42 MySQL
  - Manufacturer: DigiDox Consulting

## 2.3 Industrial property rights and copyrights

The contractual partner shall only use the software to the extent permitted by contract and/or law and shall strictly comply with all terms and conditions of use and licensing. Unless explicitly stated in the contract, dox42 does not grant the Contractual Partner any license or other type of rights of any kind under patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by dox42 or our product partners. This also applies to dox42's rights to our websites and their contents such as texts, graphics, logos, trademarks, titles, programs, price compilations, databases and other services.

# 3. Section: Special provisions for maintenance services

## 3.1 Scope

### 3.1.1

The following provisions apply in addition to the General Terms and Conditions ("GTC") and the Terms of use and license for software products for the dox42 Server Software Assurance offered by dox42.

## 3.2 Updates, contract duration/cancellation and support

### 3.2.1

Within the scope of dox42 Server Software Assurance, the Contractual Partner receives all updates for licensed dox42 Server products and support for one year in each case. For subscription licenses, Software Assurance is already included, for perpetual licenses it must be purchased separately.

### 3.2.2

An annual dox42 Subscription License or Software Assurance is automatically renewed for 12 months each year from the order date. If the Contractual Partner does not wish to do so, he may cancel it in written form 6 weeks before automatic renewal.

### 3.2.3

For support requests, the Contractual Partner can contact dox42 at [support@dox42.com](mailto:support@dox42.com).