SIEVERS E-Rechnung – End User Licence Agreement (EULA)

SIEVERS-SNC – A company of the SIEVERS-GROUP

Please read the following LICENCE TERMS/TERMS OF USE carefully BEFORE you install and use our software products. By installing our software products, you declare that you have read and understood the following terms and will observe them while using our software products. If you do not accept the following terms, you are not permitted to install and use our software products.

1. Scope

This End User Licence Agreement (hereinafter "Agreement") shall apply between SIEVERS-SNC Computer & Software GmbH & Co. KG (SIEVERS-SNC) and the end user who uses the software product SIEVERS E-Rechnung for Microsoft Dynamics NAV and Microsoft Dynamics 365 Business Central (hereinafter "Solution") in his/her company. Any other agreements concluded between SIEVERS-SNC and the end user regarding the acquisition and use of the Solution shall remain unaffected.

2. Right to install and use (licence)

SIEVERS-SNC grants the end user the personal, perpetual, non-exclusive and non-transferable right to install and use the Solution in his/her company. This right is granted subject to the suspensive condition of full payment of the agreed purchase price or full settlement of the respective user fees and, apart from that, subject to compliance with these terms.

3. Restrictions

The Solution is an add-on for Microsoft Dynamics 365 and Microsoft Dynamics NAV. The end user is obliged to acquire the right to use Microsoft Dynamics 365 / Dynamics NAV from his/her Microsoft partner or SIEVERS-SNC.

Without obtaining SIEVERS-SNC's prior consent, the end user is not entitled to rent, lease, lend, resell or distribute the Solution or any part thereof and the rights of use granted to him/her in any manner, including, but not limited to, provision of the Solution to others by sharing access to a single computer or a computer network or by releasing access information, or to offer the Solution to third parties as part of commercial software hosting services. The right to use the Solution in a network also does not include the right to transfer the software to other companies for use. The use of the Solution by group companies affiliated with the end user requires SIEVERS-SNC's written consent.

Furthermore, the end user is not entitled to remove or circumvent the existing protective mechanisms of the Solution designed to prevent unauthorised use, unless this is necessary to ensure trouble-free use. Likewise, copyright notices, serial numbers and any other features serving to identify the author and/or the software must not be removed or altered. The same applies to suppressing the display of corresponding features on the screen.

Furthermore, the end user is not entitled to alter or decompile the Solution, unless this is necessary to eliminate a defect. The burden of proof for this lies with the end user. If SIEVERS-SNC enhances or

replaces the Solution by way of cure, the end user shall have the same rights to this subsequently provided Solution. If the enhancement or replacement entails that the end user receives more than one – not necessarily complete – Solution, he/she must delete the surplus Solution, destroy any existing data carriers and confirm both to SIEVERS-SNC upon request. The rights to use the surplus Solution shall expire four weeks after starting to use the new Solution.

4. Remuneration

Insofar as SIEVERS-SNC provides the end user with the Solution or parts thereof as a trial version, the installation and/or use of the Solution is not subject to remuneration. If the end user intends to install and/or use the Solution as a full version, this is subject to payment of the corresponding licence fee. After full payment, the end user will receive the necessary licence key.

5. Overuse, audit

The installation and use of the Solution is limited in scope to one server with the agreed maximum number of workstations. Any installation and/or use beyond the contractually agreed scope, in particular simultaneous use of the software on more servers and/or workstations than permitted by the licence key, constitutes a breach of contract. In this case, the end user is obliged to inform SIEVERS-SNC of the overuse without delay.

In the event of overuse, the parties will try to reach an agreement on the extension of the rights of use. Without such an agreement, the end user is not permitted to overuse the software. For the period of overuse, i.e. until conclusion of such an agreement or cessation of overuse, the end user is obliged to pay compensation for the overuse in accordance with the price lists of SIEVERS-SNC.

If the end user fails to inform SIEVERS-SNC of the overuse, but there are indications of such overuse, SIEVERS-SNC is entitled to carry out a licence audit at the end user's premises to check whether the actual use of the Solution exceeds the contractually agreed scope of use. This audit must be carried out by an expert who is bound to maintain confidentiality, including towards SIEVERS-SNC, and is not bound by the instructions given by SIEVERS-SNC. The results of the audit will only be transferred to SIEVERS-SNC in the event of actual overuse. The audit must be announced in writing 4 weeks in advance, stating the auditor's identity and qualifications. The end user is entitled to reject the expert for good cause. Prior to the audit, the end user shall take appropriate measures for data backup and data protection to prevent personal data from being disclosed to the expert during the audit. The end user is obliged to provide the expert with the information necessary to carry out the audit and make available the contractual software ready for use.

If the licence audit reveals an overuse of the Solution by the end user, he/she is obliged to reimburse SIEVERS-SNC for the costs of the audit on presentation of proof.

6. Property rights

In relation to the end user, SIEVERS-SNC is entitled to all intellectual property rights, including copyrights and industrial property rights, to the Solution and any accompanying material. SIEVERS-SNC reserves all rights that have not been expressly transferred to the end user under this Agreement. In

relation to SIEVERS-SNC, the end user retains all proprietary rights, including copyrights and industrial property rights, to his/her data that are processed using the Solution and/or stored therein.

7. Liability for material and legal defects

Technical data, specifications and performance specifications in public statements, in particular in advertising media, do not constitute quality specifications. The functions of the Solution are specified in the description of the Solution, which is provided on the website of SIEVERS-SNC, and the corresponding additional agreements made.

Claims for defects shall expire twelve months after delivery of the Solution to the end user, unless the defect has been fraudulently concealed. The assertion of claims for defects is conditional upon the defects being reported to SIEVERS-SNC in text form within one week after they are first detected.

Cure shall be effected, at SIEVERS-SNC's option, by either remedying the defect or delivering a defect-free Solution. The delivery may also take place in such a way that SIEVERS-SNC provides the end user with a newer software version that has the contractually agreed quality and does not unreasonably affect the end user in using the Solution as compared to the quality agreed herein. As long as the end user has not fully paid the remuneration due under this Agreement and has no legitimate interest in retaining the outstanding remuneration, SIEVERS-SNC is entitled to refuse to effect cure.

SIEVERS-SNC shall not be liable in cases where the end user has made changes to the services provided by SIEVERS-SNC, unless these changes had no influence on the occurrence of the defect. SIEVERS-SNC shall also not be liable for the suitability of the Solution in respect of the end user's IT systems and/or the requirements of his/her business operations. The end user shall support SIEVERS-SNC in identifying and remedying the defect and shall grant access to the documents that reveal the exact circumstances surrounding the occurrence of the defect without delay.

Before asserting any claims for cure, the end user shall check by exercising the due care whether a defect justifying cure is present. If a claimed defect does not fall under the obligation to effect cure (pseudo-defect), the end user may be charged for the services for verification and defect elimination provided by SIEVERS-SNC at SIEVERS-SNC's applicable remuneration rates, plus any expenses incurred, unless the end user would not have been able to recognise the pseudo-defect even by exercising all due care. The place of performance for cure shall be SIEVERS-SNC's place of business. Cure may be effected by transferring the Solution by means of telecommunication, unless transfer by means of telecommunication is unreasonable for the end user, for example for reasons of IT security.

8. Other liability

SIEVERS-SNC shall be liable for wilful intent and gross negligence. In the event of slight negligence, SIEVERS-SNC shall only be liable for breach of an essential contractual obligation (material obligation), the discharge of which is an essential prerequisite for the proper performance of the contract and the discharge of which the end user may rely upon as a matter of course, as well as for damage arising from injury to life, limb or health, in the event of fraud, agreed guarantees and to the extent that the Product Liability Act is applicable. SIEVERS-SNC is obliged to exercise due and proper care that is customary in the industry. The liability in the event of a slightly negligent breach of a material obligation shall be

limited in terms of amount to the foreseeable damage the occurrence of which must be typically expected. In all other cases, the liability of SIEVERS-SNC shall be excluded.

Insofar as the end user uses a free trial version of the Solution, SIEVERS-SNC's liability shall be limited to wilful intent and gross negligence. SIEVERS-SNC shall not be liable for loss of data and/or programmes to the extent that the loss is attributable to the end user's failure to create data backups to ensure that any lost data can be recovered with reasonable effort.

The above provisions shall also apply in favour of SIEVERS-SNC's vicarious agents.

9. Termination for cause

Both SIEVERS-SNC and the end user are entitled to terminate this Agreement for cause. A cause for SIEVERS-SNC is deemed to exist, in particular, if the end user violates the restrictions set forth in Sec. 3 of this Agreement.

10. Applicable law, place of jurisdiction, miscellaneous

The end user may only set off claims of SIEVERS-SNC against counterclaims that are uncontested or have been established by a court of law.

This Agreement shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The place of jurisdiction and place of performance shall be Osnabrück.

Any modifications and amendments to this Agreement must be made in writing.

Should individual provisions of these terms of use be found invalid or unenforceable, in whole or in part, the validity of the remaining provisions of these terms of use shall not be affected. The same applies in the event that these terms of use turn out to contain any gaps or omissions.

As of: 24/04/2024