

# License Agreement

Between the end user

and

**conion media GmbH**

Fruchtallee 23a, 20259 Hamburg, Germany

hereinafter referred to as the seller

The software "Anveo" (hereinafter also referred to as the software) is an extension for Microsoft Dynamics 365 Business Central, Microsoft Dynamics NAV and Navision. The end user receives rights of use for this software in accordance with the following end user license agreement.

## **§ 1**

### **End user rights to make copies of the software**

(1) The end user may copy the software to the extent that the respective reproduction is necessary for the use of the software.

(2) In addition, the end user may make a duplication for backup purposes. However, only the absolutely necessary number of backups may be made and stored that require a standard backup strategy. These backup copies must be marked as such. The backup copies may only be used for purely archival purposes.

(3) Further copies, including the output of the program code to a printer, are prohibited by the end user.

(4) The end user is not permitted to pass on the software and the associated accompanying materials including the Anveo license to third parties. If the supporting Microsoft partner is not an Anveo partner, the transfer of the software to the partner requires a written declaration of consent from the seller.

## **§ 2**

### **Licenses**

(1) A valid Anveo license as well as valid Microsoft Dynamics licenses and, if applicable, further licenses are required for the operation of the software in accordance with the respectively valid license conditions of the respective rights holder and, if applicable, compatible hardware. It is the responsibility of the end user to agree to and ensure these licensing obligations together with his/her supporting Microsoft Dynamics Partner.

Details can be found in the respective Anveo product descriptions.

(2) Anveo Service Plan - Updates to the software, called "Anveo Service Plan", are available for a separate annual fee of 16% of the license value. The Anveo Service Plan is mandatory for the first year and optional from the 2nd year. The subscription right to the updates exists for one year and is automatically extended

unless the update subscription right is cancelled one month before the end of the period. If no Anveo Service Plan existed for a period, this can be concluded retroactively at 25% of the license price per year. Updates do not include costs for training, installation or updating, but they can be ordered separately as a service.

### **§ 3**

#### **Multiple usage and network use by the end user**

(1) The end user is authorized to use the software on his/her hardware in accordance with the following paragraphs.

(2) The issuing of a license takes place in accordance to conditions, which are agreed upon separately, as stated in detail in the relevant current price lists. The license issued can be found in the invoice and license key.

(3) The Anveo license issued authorizes the end user to install the software only on one computer system for live operation and other computer systems for development and test purposes. Further installations are not permitted.

### **§ 4**

#### **Decompilation and program changes made by the end user**

(1) Retranslation of the issued program code into another code form (decompilation) and other types of reverse engineering of the software including modifications to the program for one's own use are prohibited. Furthermore, own use also includes any usage which serves professional or commercial purposes, in as far as this usage is limited to own usage by the end user or his/her employees and is not in any shape or form disseminated to external third parties for commercial purposes.

(2) Removal of any copy protection or similar protection measures is only authorized if this protection process compromises or prevents the trouble-free use of the program. In the case of a compromise in or prevention of trouble-free usability caused by the protection measures, this must be proven by the end user. The end user must present by means of a detailed written explanation the program modifications made and the error symptoms to the copyright holder.

(3) In as far the aforementioned modifications are made for commercial reasons, they are authorized only when they are essential for the creation, maintenance or function of an independently created inter-operational program and where the necessary information has also not publicized or made accessible in any way such by request to the copyright holder.

(4) The removal or modification of any copyright notice, serial numbers and other features which serve the purpose of program identification is strictly prohibited. The same applies to any means of suppressing the display of such features on the screen.

(5) The software licenses are strictly non-transferrable. The right of return is excluded from this agreement.

## **§ 5**

### **Warranty for defects**

(1) With regard to the software delivered to the seller, the law of defects under the sales contract shall apply. The parties are aware that software can never be completely free of errors and is only a tool for creating products for which conion media naturally cannot offer any guarantee. The software depends on the development of Microsoft Dynamics, its licensing and third-party software (cf. § 1 Paragraph 1, § 6 Paragraph 2). No guarantee can be given for older versions of Microsoft Dynamics (formerly Navision) or browsers. This also applies to new versions for which conion media is unable to check or produce compatibility. Due to dependencies on external software and in particular Microsoft Dynamics, conion media reserves the right to deviate from the described functional scope or to completely delete functions without prior notice.

(2) The period of warranty for defects is one year upon signing the licensing agreement.

## **§ 6**

### **Liability and damages**

(1) The seller bears unlimited liability for personal and material damages caused by intent or gross negligence. This also applies to cases of material damages to privately used material goods in terms of liability in accordance with product liability laws. The seller is further liable for missing guaranteed features.

(2) Apart from the aforementioned cases, the seller is only liable for negligent breaches of obligation, if an obligation is breached whose compliance is of significant importance for achieving the purpose of the agreement (cardinal duty). In the case of a slight breach of cardinal duty damages are limited to foreseeable damages typical to the contract concerned.

## **§ 7**

### **Term of contract**

(1) This contract comes into effect with the installation of the Anveo software and runs indefinitely.

(2) The right to extraordinary termination remains unaffected.

## **§ 8**

### **Written Form, Seller's General Terms and Conditions, Data Protection**

(1) All agreements which contain an amendment, addition or specification of these contractual conditions as well as special guarantees and agreements must be recorded in writing. If they are declared by representatives or auxiliary persons of the right holder, they are only binding if the right holder gives his written consent for this.

(2) The contracting parties undertake to comply with the applicable data protection regulations when executing this contract and to impose compliance with these regulations on their employees. The parties undertake to prove to their respective data protection officer, if available, on request compliance with this obligation in the form required by law. Further information on data protection at conion media is available here: <https://www.anveogroup.com/en/imprint/>.

## **§9**

### **Non-disclosure agreement**

The parties undertake to treat confidentially all confidential information which becomes known to them during the execution of this contract and to use it only for contractually agreed purposes. The duty of confidentiality does not apply to such persons who are authorized to take note and who are legally or contractually bound to secrecy or insofar as they oppose the exercise of their own claims or the other party has agreed to the disclosure. Confidential information within the meaning of this provision is information, documents, statements and data which are designated as such or which by their nature are to be regarded as confidential.

## **§ 10**

### **Final provisions**

(1) There are no additional agreements to this contract. Supplements or changes to this contract must be made in the statutory written form. Text form is not sufficient. This also applies to this written form clause.

(2) This agreement shall be governed by the laws of the Federal Republic of Germany with the exception of the CISG United Nations Convention on Contracts for the International Sale of Goods from 11 April, 1980). Hamburg, Germany shall be the sole place of jurisdiction for all disputes arising from and in connection with this contract.

(3) Should individual provisions of this agreement be partly or wholly not legally valid, the validity of the remaining provisions of this contract should hereby remain unaffected. The same provision applies in the case that this contract contains an omission. In place of an invalid or impracticable provision or omission, the parties to this contract agree on an appropriate provision that within the framework of what is legally permissible comes closest to what the parties to this agreement intended or would have intended when this contract was concluded.