

Special Licence Conditions (SLC) of DOCUFY GmbH

1 Scope

Subject of these Special Licence Conditions (SLC) is the supply and licensing of standard software, standard modules or individually created software by DOCUFY (licensed information). The applicability of the SLC is not dependent on the protection under which the licensed information may or may not fall.

The SLC apply also to licensed information that DOCUFY may provide to the Licensee within the framework of maintenance services, subsequent supplies or warranties. The provisions apply analogously for all other works subject to DOCUFY's copyrights that may be provided in conjunction with the licensed information.

Adaptation, installation, implementation, data input or advice on the procurement of the licensed information are not the subject of these SLC.

If DOCUFY employs third-party software or the customer requires third-party software in order to be able to use the services provided by DOCUFY, the respective licence conditions of the third-party supplier shall apply. The customer is obliged to obtain knowledge of their contents and to agree to these, or to express objections without delay also to DOCUFY. In particular, using DOCUFY software may require usage of Open Source components. If DOCUFY supplies or installs third-party software covered by the scope of this paragraph, then for the avoidance of doubt this shall be done on behalf of Licensee, who shall acquire any software and licenses directly from the third party concerned.

2 Rights of Use

2.1 Licence Models

The Annex "Licence Models" shows the licence models of DOCUFY. The quotation shows which model is being offered to the customer. The following provisions and terms apply for the licence models:

2.2 Server Licence

The server licence comprises the non-exclusive right to use the licensed information within the framework of the contract purpose on one (1) central computer (server) that is connected via a network with other computers (clients) and provides these with access to the licensed information. The licence does not cover in particular permanent duplications on storage media of the clients. The simultaneous running of multiple versions of the software on one or more servers is not permitted.

2.3 Workstation Licence

The workstation licence comprises the non-exclusive right to use the licensed information within the framework of the contract purpose on one (1) workstation computer.

2.4 Test Licence

A test licence grants the right to install the licensed information on a separate system not suitable for productive use and to use it purely internally for test purposes. Such a licence can be granted either for testing the software, in which case the licence expires automatically three (3) months after the handover of the software, or as a second

licence for test purposes with a main licence for the productive use, in which case the licence expires with notice of its termination, but not later than with the main licence without the requirement for a separate notice of termination. The test licence is in particular not transferable and the installation on an alternative or other system shall require the approval of DOCUFY.

2.5 General Terms for Licences

Use in the context of this clause 2 is the normal running and use of the software, including the associated technical intermediate storage.

Each technically separable structure with a CPU is regarded as a computer. Computers in which the CPU consists of several processors are regarded as one computer as long as this serves only to split the computing load in order to increase, i.e. accelerate, the performance and does not expand the use.

Individual adaptations are licensed in the same way as the software to which the adaptation essentially relates.

Only the object code, not the source code is licensed.

The rights of use are finally granted only after payment of the remuneration due for the licence. Until such time, the customer is granted only the provisional right of use; this expires in the event of a delay in payment.

If the use of the licensed information is protected by passwords or license keys, these must be treated strictly confidentially. Passing on to persons for whom the password is not intended, in particular to third parties or other employees of the customer not authorised to use the password, is forbidden. The customer shall take appropriate - including employment contractual - measures to ensure that password protection is observed.

Insofar as the safety signs according to DIN EN ISO 7010 can be used with the software, this is a third-party component that is subject to the rights of third parties. If DOCUFY installs the safety signs, this is done directly for the customer. DOCUFY does not grant any rights to the safety signs. The customer is obliged to check his use of the security signs by himself.

2.6 Restrictions on the Rights of Use

2.6.1 Principle

Unless otherwise specifically provided for, the customer is forbidden in particular

- From hiring, lending or providing the licensed information in any other way to third parties for a limited period,
- From retranslating, decompiling, compiling, disassembling, editing, porting, translating or otherwise re-engineering the licensed information,
- From duplicating, disseminating, transmitting or publicly broadcasting the licensed information or making it available to third parties in any other way, and from removing, suppressing or modifying trademarks, other identifiers or copyright notes contained in the software or accompanying products.

2.6.2 Limits of the Restriction

This shall not infringe the rights of the customer

- To remedy a fault in accordance with § 69d Copyright Act (UrhG) if DOCUFY does not comply with a written demand to remedy the fault, in which the symptoms of the fault are sufficiently described and indicating that the customer will otherwise remedy the fault itself or have it remedied by third parties within a reasonable period, or refuses to remedy the fault;
- To make one (1) backup copy in accordance with § 69d para 2 UrhG, if necessary, whereby the customer is responsible for taking appropriate measures to ensure that such copies are not used for other purposes;
- To use in accordance with § 69d para 3 UrhG;
- For decompiling under the preconditions of § 69e UrhG in the event that DOCUFY does not respond to a written request for disclosure of the information required to establish a necessary interoperability within a reasonable period;
- For passing on a duplication item to third parties insofar as exhaustion has occurred in accordance with § 69c Nr. 3 UrhG. This item may only be passed on when it has been assured that the future user will observe these licence conditions. When the item is passed on, the customer's own use must be terminated and all duplications, including backup copies, must be irrecoverably deleted.

3 Information Obligation, Expansion of the Use

3.1 General Information Obligation

The customer is obliged to provide DOCUFY with information on the use of the software insofar as this information is required to enable DOCUFY to check the compliance with this licence or its invoicing. The software may contain corresponding control and protection mechanisms. DOCUFY has a right of examination of the licence management by the customer and may have the use examined by a suitable person to be agreed upon with the customer. If such an examination reveals over-use (clause 3.3), the customer shall bear the costs of the examination, notwithstanding further claims.

3.2 Expansion of the Use

If the licensee intends to use the software beyond the use already agreed within the license model, it must inform DOCUFY in advance and obtain approval. DOCUFY may refuse the approval in particular if the licensee is not willing to pay the licence fee then due or is in default with payments.

3.3 Separate Fee for Over-use

An over-use is when the customer uses the software in another or further manner than that contractually agreed. In particular the installation on further computers of other hardware and the use by more or other than the agreed users constitutes an over-use. The customer undertakes to pay a lump-sum fee for over-use corresponding to twice the licence fee that would have been due in the event of an agreement on the basis of the general price list applicable at the start of the over-use. This shall not constitute approval for the use.

3.4 Right of Extraordinary Termination

In the event of over-use, any otherwise forbidden use or other serious infringement of the terms of these licence conditions, DOCUFY shall be entitled to terminate the right of use for the future. The use must then be terminated immediately and all program copies shall be irrecoverably deleted. At the request of DOCUFY, the customer shall make a statutory declaration of the deletion. No licence fees will be refunded.

4 Warranty

Insofar as the provision of software forms part of the services of DOCUFY, DOCUFY points out that in line with the state-of-the-art, errors in computer programs cannot be ruled out even with careful programming.

DOCUFY assumes no warranty for:

- Faults that are neither reproducible nor evidenced by machine made documents
- Program faults that have no or only insignificant effects on the contractually intended use
- the usability of any results achieved with the software for Licensee's purposes other than those agreed by contract
- The suitability of the software for interests of the customer that as such did not form the basis for the written contractual agreement.

The right to self-help by the customer is excluded.

In addition, DOCUFY's Standard Terms of Business apply in subordinate order of priority.

End of SLC, status 01/2022

Annex Licence Models

Named User Licence Model

The "named user" licence grants the right to allow the licensed server and/or client programs to be used by the admissible number of named users. Named users are all natural persons belonging to the sphere of the customer and who are entitled to use the software by registration by name in the server system. The login of a person in the server system under the registration of another person constitutes an over-use (clause 3.3 SLC).

The named user licence consists of one (1) server licence for the licensed server programs and workstation licences for the agreed workstation software for the named users.

Concurrent User Licence Model

The "concurrent user" licence grants the right to allow the licensed server and/or client programs to be used by the agreed number of concurrent users.

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The concurrent user licence consists of one (1) server licence for the licensed server programs for the agreed maximum number of concurrent users. Concurrent users are all natural persons who are logged in to the server at any given moment.

In addition, the customer also receives the agreed number of workstation licences as far as workstation software is subject matter of the contract.

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