

SNC/DATEV - End User License Agreement (EULA)

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 conditions and agree to be bound by them while using our software products. If you do not accept the following terms and conditions, you are not permitted to install and use our software products.

1. Scope

This End User License Agreement (hereinafter "Agreement") applies to SIEVERS-SNC Computer & Software GmbH & Co. KG (SIEVERS-SNC) and the end user who uses this software product *SNC/DATEV* or *DATEV-Interface 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. Installation and usage rights (Licence)

SIEVERS-SNC grants you the personal, perpetual, simple, non-exclusive and non-transferable right to install and use the solution in your company. This right is granted subject to compliance with these terms.

3. Restrictions

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

The end user may not rent, lease, lend, resell or distribute the solution or any part thereof and the rights to use thereof granted to him/her in any manner, including but not limited to provision of the solution to others by sharing access on a single computer, on a computer network, or by releasing access information, and providing the solution to third-parties as part of commercial software hosting services, without the prior consent of SIEVERS-SNC.

The authorisation to use the solution in a network does not include the right to hand over the software to other enterprises for use. The use of the solution by group companies affiliated to the end user requires the written consent of SIEVERS-SNC.

The end user is also not entitled to remove or circumvent the existing protection mechanisms of the solution against unauthorised use, unless this is necessary in order to achieve the trouble-free use. Likewise, copyright notices, serial numbers and other features used for software identification may not be removed or altered. The same applies to suppression of the display of such features on the monitor screen.

The end user is not authorised to change or decompile the solution, unless this is necessary for eliminating a defect. The burden of proof for this shall be borne by the end user.

If SIEVERS-SNC enhances or replaces the solution by way of supplementary performance, the end user is entitled to the same rights to this subsequently provided solution as to the one previously provided. If the enhancement or replacement results in the end user receiving more than one - not necessarily the complete - solution, he/she must delete the surplus solution, destroy any existing data media, and confirm both to SIEVERS-SNC upon request. Rights to use the surplus solution will cease with the use of the new solution after the expiry of a period of four weeks.

4. Payment Obligation

If and insofar as SIEVERS-SNC provides the end customer with a solution as a trial version, there is no obligation to pay for installment and/or usage. If the customer intends to install and/or use the solution as a full version, this will require payment of the corresponding license fee. After full payment, the customer will receive the necessary license key.

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5. Overuse, audit

The installation and use of the solution is limited in their scope to one server with the agreed maximum number of workstations. Each installation and/or use over and above the contractually agreed upon extent, especially a simultaneous use of the software on more than the number of servers and/or workstations allowed by the licence key, constitutes a breach of contract. In this case, the end user is obligated to inform SIEVERS-SNC immediately about the overuse.

In case 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 overuse.

For the period of overuse, that is, until the conclusion of such an agreement or the cessation of overuse, the end user is obliged to pay compensation for the overuse according to the price lists of SIEVERS-SNC.

If the end user does not inform about the overuse, but there are indications of such an overuse, SIEVERS-SNC shall be entitled to carry out a licence audit of the end user. In the licence audit it will be verified whether the actual use of the solution exceeds the contractually agreed extent of use. This verification must be carried out by an expert who is bound to maintain secrecy, also towards SIEVERS-SNC, and is autonomous, not bound by the instructions of SIEVERS-SNC. SIEVERS-SNC will preserve the results of the audit only in cases of actual overuse. The audit must be announced in writing along with the details of the identity and qualification of the auditor 4 weeks in advance. The end user has the right to reject the expert for good cause, or possibly for a reason requiring explanation in detail. Prior to the audit, the end user shall take appropriate measures for data backup and data protection so that no personal data are disclosed to the expert during his/her audit. The end user is obligated to provide the expert with the information necessary for carrying out the audit and to make the ready for use contractual software available to the expert.

6. Property rights

All intellectual property rights in relation to the end user, including copyrights and industrial property rights to the solution and any accompanying material, belong exclusively to SIEVERS-SNC. SIEVERS-SNC reserves all rights that are not expressly transferred to the end user with 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 defect in quality and title

Technical data, specifications and performance specifications made in public statements, in particular in advertisements, constitute any statement as to the product quality. The functionality of the solution is in accordance with the description of the solution, which can be viewed on the website of SIEVERS-SNC, and are in accordance with the agreements concluded additionally for this.

Claims for defects shall be subject to a statute of limitation period of twelve months, unless the defect has been fraudulently concealed.

The enforcement 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.

The supplementary performance shall be made according to the choice of SIEVERS-SNC by eliminating the defect or by 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, which has all the quality characteristics owed under this agreement, and does not unreasonably hamper the end user in the use of the solution as compared to the quality owed under this agreement.

SIEVERS-SNC shall not be liable in cases where the end user has made changes to the services provided by SIEVERS-SNC, unless such changes were without any influence on the occurrence of the defect. SIEVERS-SNC shall

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also not be liable for the suitability of the solution in respect of the IT systems and/or the requirements of the business operations of the end user.

The end user shall support SIEVERS-SNC in the detection and rectification of the defect and shall allow examination of documents, indicating the exact circumstances surrounding the occurrence of the defect.

Before asserting claims for supplementary performance, the end user shall check with due diligence as to whether a defect that is subject to supplementary performance exists. If a claimed defect does not fall under the obligation of supplementary performance (purported defect that is unjustified), the end user may be charged for the services for verification and defect elimination provided by SIEVERS-SNC at the remuneration rates of SIEVERS-SNC applicable in each case, plus the incurred expenses, unless the end user would not have been able to recognise the purported defect even if he/she had made the effort of the required due diligence.

The place of performance for the supplementary performance is the registered office of SIEVERS-SNC. The supplementary performance may be executed through transmission of the solution by means of telecommunication, unless the transmission by means of telecommunication cannot be expected of the end user, for instance, due to IT-security related reasons.

8. Other liability

SIEVERS-SNC shall be liable for harm caused by intent or gross negligence. For harm caused by ordinary negligence, SIEVERS-SNC shall be liable only in case of a breach of a material contractual obligation, the fulfilment of which enables the proper execution of the contract in the first place and observance of which the buyer may regularly rely on, and shall be liable in the case of damage arising from injury to life, limb or health.

SIEVERS-SNC is obliged to exercise due and proper care that is customary in the industry. When determining whether SIEVERS-SNC is at fault, it must be taken into consideration that technically software cannot be produced without errors.

In the case of ordinary negligence, the liability is limited to the amount of the foreseeable damage that is typically expected to arise; however, this liability is limited to EUR 20,000, - per case of damage and to a total of EUR 35,000.

SIEVERS-SNC is not liable for the loss of data and/or programs, if the damage is due to the fact that the end user has failed to carry out data backups and thereby failed to ensure that lost data can be restored at a reasonable expense.

If the customer uses a free trial version of the solution, SIEVERS-SNC's liability will be limited to intent and gross negligence.

The above provisions also apply to the vicarious agents of SIEVERS-SNC.

9. Technical Support

SIEVERS-SNC can provide technical support at its sole discretion and exclusively through its website. If SIEVERS-SNC provides technical support, it is the responsibility of the end user to secure their existing data before implementing the support measures.

10. Termination for good cause

SIEVERS-SNC and the end user each have the right to terminate this agreement for good cause. A good cause, particularly for SIEVERS-SNC, is when the end user violates the restrictions imposed under Clause 3 of this agreement.

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11. Governing law, jurisdiction, others

The end user can offset counter claims of SIEVERS-SNC only against claims that are undisputed or have been confirmed by a court of law.

This agreement is governed by German law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Osnabrück shall be the place of jurisdiction and place of performance.

Amendments and supplements to this agreement must be made in writing. This applies also to amendments to these terms.

If individual provisions of this agreement is or becomes legally ineffective or unenforceable in whole or in part, the validity of the remaining provisions of this agreement shall remain unaffected by this. The same applies in case the agreement has a loophole.