

Licence agreement

1. Subject of the agreement

- 1.1. The supplier has the right to use the moveIT software licence products (according to annex 1). This software package is a standardized program for the collection and administration of offers and orders. The software package is exclusively determined for business transactions between entrepreneurs (e.g. manufacturers and distributors) or within a company (e.g. production and sales field service) (business-to-business).

It is expressly stated that the said package has the functionalities listed in annex 1, but that no further guarantees or assurances can be given for the conformity of the software package with any legal regulations (e.g. accounting regulations).

Furthermore, it is stated that the standards of the moveIT software package are not exclusively related to the standards of other software manufacturers.

The interface, control elements and functions of the software package are partly based on the standards of other software manufacturers (such as Microsoft products), but they can also be designed completely differently. The decision is at the sole discretion of moveIT Software GmbH.

- 1.2. Subject of this contract is the granting of a simple, non-exclusive and personal right of use to this program package in the scope of the licence stated below and for the customer's operating purposes.
- 1.3. The terms and conditions of the supplier (see annex "General Terms and Conditions of moveIT Software GmbH") are an integral part of this licence agreement. Deviating business or contractual conditions of the customer are not recognized and only apply in the case of a written confirmation by the supplier, even if the supplier does not expressly contradict them in individual cases.

2. Contractual services

2.1. Scope of licence

- 2.1.1. The supplier grants the customer a simple, non-exclusive and personal right to use the moveIT software licence products (according to annex 1).
- 2.1.2. The scope of the licence includes the licences listed in **annexe 1**. The costs for the maintenance and the hotline are not included.
- 2.1.3. The function of the software is based on the customary usage in Austria. All liability is disclaimed in regard to the accordance and conformity of the software with legal regulations, of whatever kind and content they may be. Each customer has to ensure on his own responsibility and under the explicit indemnity and uncomplaining protection of the supplier that he complies

with the applicable legal provisions, in particular the accounting regulation. The supplier disclaims all liability for the functional and legal conformity of the software.

2.1.4. The customer is entitled to save and copy the software within the granted scope of the licence.

2.1.5. All further use of the supplied software is not allowed:
The customer has no right:

- to pass the software or related material on to third parties or to grant access to it to third parties without obtaining prior written consent from the supplier. The customer undertakes to take appropriate measures to ensure that copies cannot be transferred to the hands of third parties;
- to use, rent or lend the software to third parties;
- to transfer the supplied software via network, data carrier or data transmission channel from one computer to another, without having a valid licence or - in case of an update – without having a valid maintenance contract for the respective licence;
- to modify, translate, regress, decompile or to disassemble the software without the supplier's prior written consent;
- to create works derived from the software or to reproduce, modify or translate the written material or to create works which are derived from the written material.

2.1.6. moveIT recommends the conclusion of a maintenance contract to the customer. The customer is not obliged to do so. The customer is aware that he has no right to maintenance services without having a valid maintenance contract. Furthermore, there is no possibility to maintain the functionalities of the software systems in interaction with the moveIT data and the moveIT software systems of other enterprises without maintenance.

2.1.7. The contractual software package includes the modules and data which are listed in annex 3.

2.1.8. The requirements which are necessary for the functionality of the program are listed in **annex 2**.

2.1.9. For specialist dealers, the scope of delivery of the contractual software package also includes the initial delivery of master data for the purposes of the customer in connection with the valid dealer agreement concluded with the partner of the respective specialist dealer. This is only the case if this has been expressly agreed between the partner of the specialist dealer and moveIT. The software supplier moveIT is not responsible for the updating of this master data.

The contractual parties agree that the contractual software is a standard software and that – unless the parties have expressly agreed otherwise in writing -, moveIT does not give any guarantee with regard to any specific requirements or characteristics the customer has concerning the software. Neither gives moveIT any guarantee for the software's utility for the customer.

2.1.10. The parties also agree that it is not possible to develop programs in a way that they are error-free under all kind of user conditions.

2.1.11. moveIT warrants only in the context of their General Terms and Conditions (Point 3). By the way, the warranty and liability provisions of the General Terms and Conditions of moveIT which

are an integral part of the contract apply (see annex "General Terms and Conditions of moveIT Software GmbH").

2.2. Training

- 2.2.1. The customer is entitled to do a training about the use of the contractual program for value if he has paid the contractual fee. The training date has to be coordinated with the supplier. Information about the fee for the training can be found in the respective, applicable price list (see annex).
- 2.2.2. Basic knowledge about the use of computers and the use of newer versions of the operating system Windows are the condition for the participation in the training. If this condition is not given, the persons who have to be trained have to attend a basic training. This kind of training is also offered by the supplier for value.
- 2.2.3. In case of the acquisition of main licences, the training about the contractual subject does not include a training with regard to the use of the network operating system.
- 2.2.4. Therefore, the training about the contractual subject is exclusively a user training about the contractual software program.
- 2.2.5. A training manual (in computerized form and in German) will be provided as part of the training. Any other written documentation about the contractual software package beyond this manual is not covered by the subject of the contract. Online help is included in the scope of the contractual software package. Additional services or benefits are not owed.
- 2.2.6. moveIT takes no responsibility neither for the success of the training or any other related service provided by moveIT nor for the resulting benefits. In addition, there is no legal right to refuse or withhold the agreed payments. We refer explicitly to the regulation in the General Terms and Conditions of moveIT.

3. Installation, handover

- 3.1. In the context of the delivery of the main licence, the scope of the contract includes the offer of a one-time installation for value, if requested. The scope of the contract does not include the installation for further licences.
- 3.2. The installation of the main licence is carried out in the premises of the supplier or another place which was announced by the supplier. If the customer requests that the installation of the contractual software shall be carried out at another place or at the company's office, the installation will be charged in accordance with the respective current rates of the supplier. The customer assumes the obligation to save his entire data and software inventory before the installation of the contractual software.
- 3.3. If the installation is not carried out at the customer's place, the pickup of the hardware is up to the customer.
- 3.4. In the context of the installation performed by the supplier, the customer expressly consents to the verification of his computer unit (hardware and software, excluding the screen), if the computer unit was handed over to the supplier for installation purposes. The verification of the suitability of the computer unit by the supplier shall be carried out in accordance with the

supplier's verification routine. It is expressly pointed out that the check is only carried out in connection with the proper installation of the contractual software. The subject of the contract does not include the review of other, already installed software packages and their functionality. Therefore, the supplier does not take any responsibility in this respect.

- 3.5. The time at which the installation of the contractual software on the customer's hardware unit took place or the contractual software was delivered by CD or other media is considered as the date of handover.

4. Delivery date, duration of the contract

- 4.1 The delivery date is:
The date of training or installation or supply of document (date which occurs first)
- 4.2. This agreement is concluded for an indefinite period. However, the customer loses the right of use without termination of the agreement if the customer has violated an important contractual provision despite written or verbal warning with included granting of a deadline.
- 4.3. Upon termination of the right of use, the customer is obliged to delete all copies of the software, including any modified copies of the software. The customer allows explicitly that the supplier controls this complete destruction at the customer's place. The entire delivered written documentation as well as all components supplied for the use of the contractual software package (protective plug) have to be handed over to the supplier.
- 4.4. If the right of use is still valid, existing licences can still be used without having a valid maintenance contract. There will be no further claim by moveIT (e.g. maintenance, error corrections, new functions).

5. Fee

- 5.1. The fee for the contractual software has to be paid as prescribed in the contract. In other respects, the current list prices of the current price list apply, **see annex**.
- 5.2. The fee of the acquisition costs has to be paid promptly and without deduction after the handover (see point 3.5). The following, annually fees must be paid in advance at the beginning of the next contractual year.
- 5.3. In case of late payment, the supplier has the right to revoke the granted use immediately.

6. Liability

- 6.1. The provisions of the General Terms and Conditions of moveIT apply (see annex "General Terms and Conditions of moveIT Software GmbH"); all other or further claims of the customer of whatever reason are excluded. moveIT agrees to help the customer with the reconstruction of deleted data for money as far as technically possible.

7. Obligation of secrecy

- 7.1. The customer is obliged to treat the information of the software and the documentation, the organisational works and the specification of services in a strictly confidential way. Furthermore, the customer has no right to grant access to this information to a third party without the prior written confirmation of the supplier.
- 7.2. In addition, the contractual parties are obliged to handle all information they have about each other or about the contractual software package in the context of the conclusion of this agreement or the execution of it in a strictly confidential way and to do not pass the information on to a third party.

8. Data privacy (General Data Protection Regulation - GDPR)

- 8.1. moveIT (moveIT Software GmbH, FN 163310m, Durisolstraße 7, 4600 Wels as responsible) will treat personal data of the customer according to point 8.2 for the following purposes:
- (i.) in order to justify and fulfil the contract and to hold the contract in evidence.
 - (ii.) in order to evaluate the customer's solvency
 - (iii.) in order to enforce the agreement and its resulting rights and obligations.
- This data is collected by the customer himself. There is no conclusion of the agreement if the data is not provided.
- 8.2. Based on the performance of the agreement, moveIT processes the following personal data (Art 6 Abs. 1 lit. b DSGVO):
- Name/Company's name
 - Address
 - Email address
 - Telephone number, telefax number
 - Bank account
 - VAT number
 - Hardware and software used by the customer

In addition, moveIT processes the following personal data on the basis of its predominant legitimate interest (art 6 (1) lit. f GDPR) in order to achieve the purposes mentioned in point 8.1. (ii.) and (iii.):

- Sector and job title of the customer
 - Information about the customer's solvency
- 8.3. For the purposes mentioned above, moveIT will transmit the customer's personal data to the following receivers:
- Licensor of moveIT
 - Suppliers of moveIT
 - Sub-contractors of moveIT
- 8.4. The customer's personal data will be deleted after termination of the contract, unless a further storage is necessary in order to fulfil legal obligations or to enforce outstanding claims of the customer.
- 8.5. The customer is entitled (under the conditions of the applicable right) (i.) to check, if his personal data and which of his personal data is saved by moveIT and to receive a copy of his saved data; (ii.) to demand the correction, completion or the deletion of his personal data if it is

incorrect or processed improperly (iii.) to demand the restriction of the processing of his personal data by moveIT (iv.) to object to the processing of his personal data in certain circumstances or to withdraw the prior consent concerning the processing; (v.) to require the possibility of data transfer; (vi.) to require the knowledge about the identity of third parties which receive his personal data; (vii.) to make a complaint at the Austrian Data Protection Authority.

- 8.6. moveIT obligates itself to process all personal data of the customer in accordance with art. 5 (1) GDPR by appropriate technical and organizational measures (art. 32 GDPR) in a way which provides reasonable security against unauthorized or illegal processing, against unintentional loss, accidental destruction or unintentional damage.
- 8.7. For further information about data protection, please write a letter or a mail to: moveIT Software GmbH, FN 163310m, Durisolstraße 7, 4600 Wels or datenschutz@moveit.at.

9. Product data

- 9.1. In the framework of the order, the customer cedes also technical data ("product data") besides the personal data. moveIT treats this technical data technically, so that the data may be treated by the software and recalled by the customer and the contractual partners.
- 9.2. It is stated that moveIT is exclusively the service provider in regard to the transmitted product data. Therefore, moveIT only has the right to use the product data in the context of the customer's orders or orders of a third customer. moveIT only treats the data technically and transmits them in a software compatible form back to the customer. moveIT does not treat the data for its own purposes.
- 9.3. moveIT undertakes to return product data exclusively to the customer, insofar as the data is not deleted or another agreement has been made about before. moveIT transmits or gives access to supplied product data of the customer to third parties exclusively in the context of the order and in accordance with the customer's instructions. The customer's right to have access to product data is restricted exclusively to his own, transmitted product data or to product data which has been permitted to be transmitted by authorized third parties.
- 9.4. moveIT undertakes to treat the product data which has been transmitted by the customer by using appropriate technical and organisational measures which provide an appropriate security against unauthorized or illegal processing, against unintentional loss, accidental destruction or unintentional damage.
- 9.5. Furthermore, moveIT undertakes to charge exclusively those employees with the processing of product data who have committed themselves to comply with the data secrecy.
- 9.6. In case that moveIT charges a third party with the execution of the treatment of the transmitted product data, moveIT will inform the customer on time so that the customer still has the possibility to forbid this (in the particular case). The customer only has the right to forbid the recruiting of third parties if there is concrete evidence for a violation of the data protection regulations and resulting disadvantages for the customer. If the customer does not communicate his disagree with the recruiting of a third party in the context of the processing of non-personal data within two weeks, the recruiting is considered as confirmed. moveIT will make a contractual agreement with the third parties in order to transfer the obligations moveIT has regarding the customer on to the third parties.

- 9.7. moveIT undertakes to provide the information which serves to take control about maintaining the obligations mentioned in this agreement.

10. Final provisions

- 10.1. The place of jurisdiction for all conflicts arising out of and in connection with the agreement – also in exchange and check proceedings - is the court of jurisdiction Wels/ Upper Austria. moveIT (the supplier) is entitled to sue the customer at any other court which may be competent under national or international law, in particular at the customer's place of business. The regulation of the preceding provisions shall also apply in case of conflicts about the conclusion and/or the validity of the contract and/or the validity of the agreement about the place of jurisdiction.
- 10.2. All legal transactions shall be governed exclusively by Austrian substantive law, with the exception of their reference standards, in particular those of international private law insofar as these refer to the application of foreign law. If the Austrian law demands the application of special, also in Austrian applicable international substantive norms – like e.g. the accepted UN sales law -, these are not applicable.
- 10.3. Modifications and additions to this agreement - insofar as they oblige the supplier - must be made in written form in order to be legally effective.
- 10.4. Any fees and charges associated with this agreement must be paid by the customer alone.
- 10.5. If one of the provisions of this agreement is or becomes invalid, the parties undertake to replace this provision with another which comes the closest to the sense of the invalid provision and which is legally effective.