

END USER LICENSE AND SUBSCRIPTION AGREEMENT (EULA)

PREAMBLE

Sysparency is the market leader for automated analysis and documentation of SAP® individual programs. Sysparency's software solutions analyze the existing SAP® extensions and ABAP® programs in historically grown SAP® systems and generate automated documentation in the form of an online-enabled WIKI.

By using the Sysparency software (semanticSTATISTICS) you agree to this agreement as a natural or legal person.

If you do not agree to these EULAs, the use of Sysparency software products including generated sysparencyWIKI software is not permitted.

This End User License and Subscription Agreement (hereinafter referred to as "EULA") concerns the usage agreement and transfer of the Sysparency software products, owner: Sysparency GmbH, Freistädter Straße 313-315, 4040 Linz (hereinafter referred to as Licensor (LG)) to natural persons and legal entities (e.g.: companies) (hereinafter referred to as Licensee (LN)).

1. General license conditions

- 1.1. This End User License and Subscription Agreement ("EULA") is a legally valid contract between the licensee (LN) and Sysparency GmbH as licensor (LG). It regulates the terms of use for the software license you have purchased. The EULA applies exclusively. The precedence of individual agreements between Sysparency GmbH and the licensee remains unaffected by this. The current version of this license agreement is available at any time on the Sysparency website at <https://sysparency.com/eula>.
- 1.2. The software includes machine-readable computer programs, online services, online platforms, some source codes and documentation in electronic format.
- 1.3. The functional scope of the software and instructions for use are described in detail on the sysparency.com website. The documentation can be viewed on the sysparency.com website regardless of installation, use or purchase of the software.
- 1.4. By using, installing, copying or otherwise using the software solutions online, you agree to the provisions of this EULA. Deviating or supplementary general terms and conditions of the licensee do not apply. Their validity is hereby expressly rejected, even in the event that Sysparency concludes the license agreement with the licensee with knowledge of the licensee's general terms and conditions.
- 1.5. If you do not agree to these terms, you are not authorized to install or use Sysparency's software solutions.
- 1.6. Sysparency's software solutions are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The software is licensed for use, not sold.

2. Subject matter of the contract

- 2.1. The object of this agreement is the granting of simple rights of use limited to the term of the respective license period, depending on the respective license type acquired and its scope of functions.
- 2.2. The installation and configuration of the software on its own server infrastructure is not the subject of this contract; the licensee must carry out the necessary installation and configuration at its own expense and can purchase paid support from the licensor.
- 2.3. By licensing the software, you do not acquire ownership of the software itself. This always remains the intellectual property of the licensor or the respective rights holder. As a licensee

of the software, you only acquire the right to use the software in accordance with the contract. There is no entitlement to the transfer of the source program.

- 2.4. The quality and functionality of the software supplied by the Licensor shall be conclusively determined by the performance description of the software valid at the time of the conclusion of the contract and freely available at any time on the Licensor's website in its current version. The licensor does not owe any quality of the software that goes beyond the performance description. In particular, the licensee cannot derive such an obligation from other representations of the software in public statements or in third-party advertising, unless the licensor has assured the licensee of the quality going beyond the performance description. In this respect, only those properties of the software that have been expressly expressed by the licensor in writing in the offer to the licensee prior to the conclusion of this license agreement and have been designated as warranted properties shall be deemed warranted by the licensor.
- 2.5. Interoperability with the Licensee's existing hardware and software is not an owed quality of the software, unless compatible hardware and software is expressly stated in the service description.
- 2.6. The Licensor expressly points out to the Licensee that the Software uses access to the Licensor's online services during runtime and that an Internet connection is required for full operation of all features of the Software.
- 2.7. The licensee must ensure that a license has been acquired for each documented program unit ("transaction"), program code line ("LOC") or each named user who has access to the documentation and who can use the software. It must be excluded that several individuals share access as one named user.
- 2.8. If the software is designated as an "Enterprise Corporate License" or an "Unlimited Corporate License", the licensee is entitled to make the software available for an unlimited number of programs, program code lines and users within the company.
- 2.9. If a version of the software for which there is no valid subscription is used after the contract period has expired, the software is automatically deactivated. It is possible to reactivate and continue using the software if a new subscription is purchased.

3. Rights of use

- 3.1. The software, all additional programs, the symbols used, the Syspacency logo, written documents and documentation are legally protected. The copyright, patent rights, trademark rights and all other performance and industrial property rights to the software as well as to other objects named above, which the licensor provides or makes accessible to the licensee within the framework of the initiation and execution of the contract, are the exclusive property of the licensor in the relationship between the contracting parties. Insofar as third parties are entitled to the rights, the licensor has the corresponding exploitation rights. Explicitly excluded from this are all documentation results specific to the licensee and content and program code parts provided by the licensee; all rights and obligations for this content (which is not part of the Syspacency software) remain with the licensee.
- 3.2. The licensee acquires the right to use the software for its own purposes during the term of the respective license period (simple, time-limited right of use). The licensee is entitled to use the software in the acquired number of licenses. The Licensor hereby grants the Licensee the rights to use the programs, provided that you agree to the following conditions:
 - You are entitled to use operated on the SYSPARENCY codeVAULT platform of the licensor as intended.
 - You are entitled to have the syspacencyWIKI operated on the SYSPARENCY codeVAULT platform of the licensor or to operate the syspacencyWIKI yourself.

- You are authorized to install the specific local software components (e.g. SYSPARENCY SAP codeADAPTER and SYSPARENCY continuousDOCUMENTATION) on a server and to use them as intended.
 - You are authorized to install the specific local software components for test purposes.
 - You are authorized to make backup copies of the local software components.
- 3.3. You are not entitled to sell or rent, lease or lease out the software or parts of the software.
- 3.4. You are not entitled to grant sublicenses to third parties unless there is a separate written agreement between you and syspacency.com (reseller agreement). In addition, the license is not transferable to third parties without the prior written consent of syspacency.com.
- 3.5. You are not authorized to make copies that are not required for the intended use of this software.
- 3.6. You may not reverse engineer, decompile or disassemble the Software unless and only to the extent expressly permitted by applicable law notwithstanding this limitation.
- 3.7. Contractual objects, documents, proposals, test programs, etc. of the Licensor which become accessible to the Licensee before or after conclusion of the contract shall be deemed intellectual property and business and trade secrets of the Licensor and shall be protected in accordance with Chapter 9 **Confidentiality & data protection** must be kept secret.

4. License period and termination of contract

- 4.1. The respective license period is the contract term agreed in the order (minimum term). The contract shall be extended by one year in each case unless one of the contracting parties terminates the contract before the end of the minimum term or the respective extension term.
- 4.2. The right to terminate for good cause remains unaffected. The Licensor shall be entitled to an extraordinary right of termination in particular if the Licensee
- breaches material provisions of this contract or fails to comply with main contractual obligations and does not remedy this breach of duty within a reasonable period of time despite a written warning;
 - payments due under this contract are not fulfilled and the payment delay is not only temporary;
 - ceases its business operations not only temporarily, regardless of whether this is based on its own decision or by court order.
- 4.3. If the licensee terminates the agreement for good cause, the licensor shall reimburse the licensee for the remuneration paid in excess of one year of performance.
- 4.4. If the licensor terminates the agreement extraordinarily for a reason for which the licensee is responsible, the licensee must pay the outstanding remuneration until the end of the minimum term or the remaining term.
- 4.5. All extraordinary terminations under this agreement must be made in writing. Ordinary termination of the contract by objection to automatic renewal may also be made by e-mail, but shall become valid upon a positive reply from the licensor by e-mail. The date of receipt of the notice of termination is decisive for compliance with the notice periods.
- 4.6. In the event of termination of the contract, the licensee is obliged to return or destroy all original versions and copies of the software and all other components and to notify the licensor of the destruction in writing (e.g. by e-mail). Insofar as copies of the software are contained in backup files as part of the normal data backup, these may not be used productively and must be deleted as part of the normal overwriting process or other deletion procedure, insofar as the respective backup file is no longer required.

5. Obligations of the licensee

- 5.1. If you are an entrepreneur, you are obliged to inspect all delivered items immediately upon delivery to the Licensee in accordance with the provisions of commercial law and to report any defects detected in writing, giving a precise description of the defect. Each licensee shall thoroughly test each module for usability in the specific situation before commencing operational use. This also applies to programs that the licensee receives as part of subsequent performance and any updates during the term of the contract.
- 5.2. The Licensee shall take appropriate precautions in the event that the Program does not work properly in whole or in part (e.g. by backing up data, diagnosing faults, regularly checking the results). It is the Licensee's responsibility to ensure the operation of the program's working environment. In particular, the Licensee must make the necessary settings to its firewall, virus protection or similar data protection mechanisms and its network or server. The risk of incompatibility of the software with the software or hardware used by the licensee shall not be borne by the licensor.
- 5.3. You may not use or modify the Licensor's logo and/or trademarks without the prior written consent of the Licensor's management.

6. Liability for defects, compensation

- 6.1. The software has the agreed quality during the agreed license period, is suitable for the contractually stipulated, otherwise normal use and has the usual quality for software of this type. Not every defect that is inevitably inherent in the software constitutes a material defect. A functional impairment of the software resulting from hardware defects, environmental conditions, incorrect operation or similar is not a defect. An insignificant reduction in quality shall not be taken into account. The Licensor warrants that the contractual use of the software by the Licensee does not conflict with any third-party rights.
- 6.2. The following applies to licensees in the event of defects:
- In the event of defects, the Licensor may first provide subsequent performance. Subsequent performance shall be effected at the Licensor's discretion by remedying the defect, i.e. also by demonstrating possibilities which avoid the effects of the defect, or by supplying a program which does not have the defect. An equivalent new program version or the equivalent previous program version which did not contain the defect shall be accepted by the Licensee if this is reasonable for him. In the event of defects of title, the Licensor shall provide a warranty by providing the Licensee, at his discretion, with a legally flawless opportunity to use the software or equivalent software.
 - The Licensee shall support the Licensor in the error analysis and rectification of defects by specifically describing any problems that arise, providing the Licensor with comprehensive information and granting the Licensor the time and opportunity required to rectify the defect. The Licensor may choose to remedy the defect on site or at its business premises. The Licensor may also provide services by remote maintenance. The Licensee shall provide the necessary technical prerequisites at its own expense and grant the Licensor access to its IT system following appropriate prior notification.
 - The licensor may demand additional costs if the software has been modified, used outside the specified environment or operated incorrectly. He may demand reimbursement of expenses if no defect is found or an error is reported insufficiently/incorrectly. The burden of proof lies with the licensee.
 - If the Licensor finally refuses subsequent performance or if this finally fails or is unreasonable for the Licensee, the Licensee may withdraw from the contract in text form.
 - Unless otherwise stipulated above, any further liability of the Licensor within the scope of liability for defects is excluded. In particular, the liability for defects shall not apply if and to the extent that the software is handled improperly by the licensee or is used in a defective or incompatible hardware or software environment. The same applies in the event that the licensee makes unauthorized changes to the software.

7. Liability

- 7.1. The following limitations of liability apply to claims for damages by the licensee arising from liability for defects or for other reasons:
- 7.2. The Licensor shall be liable for intent and gross negligence in accordance with the statutory provisions. The same applies to injury to life, limb or health, as well as to claims arising from guarantees or the Product Liability Act.
- 7.3. Otherwise, the Licensor shall only be liable for the culpable breach of contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Licensee may regularly rely (cardinal obligation). This includes in particular the obligation to provide faultless performance. In this case, the Licensor's liability shall be limited to the damage typical for the contract and foreseeable at the time the contract was concluded.
- 7.4. Otherwise, the liability of the licensor is excluded.
- 7.5. Insofar as the Licensor's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of its employees, workers, staff, representatives and vicarious agents.
- 7.6. The licensor may raise the objection of contributory negligence. In particular, the Licensee is advised that, as part of its duty of care, it must check before using the software for the first time whether the installation of the software could lead to particular interference with already installed software, and must also ensure that its data is backed up before the first installation and during operation, and must take all reasonable additional backup measures in the event of a suspected software error.
- 7.7. Paragraphs 1 to 6 also apply mutatis mutandis to manufacturers of software components.

8. Software updates and upgrades

- 8.1. The Licensor may, at its own discretion, provide the Licensee with updates and upgrades of the Software and retains the right to provide upgrades for a fee. Insofar as the Licensor provides the Licensee with new versions, updates or upgrades of the Software during the term of this Agreement, the above rights of use shall apply to these in the same way.
- 8.2. The licensee may not use the previous version independently of this, detach it and/or transfer it to another party. Unless other terms and conditions are received from the Licensor together with an update or upgrade, the terms and conditions of this License Agreement shall continue to apply. The Licensee may refuse to accept updates. However, upon release of an update or upgrade, the Licensor is no longer obligated to support the previous version.

9. Confidentiality & data protection

- 9.1. The contracting parties undertake to treat as confidential all items (e.g. software, documents, information) which they receive or become aware of from the other contracting party before or during the performance of the contract and which are legally protected or contain business or trade secrets or are designated as confidential, even beyond the end of the contract, unless they are publicly known without breach of the confidentiality obligation. The contracting parties shall store and secure these items in such a way that unauthorized access by third parties is excluded.
- 9.2. The licensee shall only make the contractual objects accessible to employees and other third parties who require access to perform their official duties. He shall instruct these persons about the confidentiality of the objects.

10. Applicable law, place of jurisdiction

- 10.1. The contracting parties confirm that they have provided all information in the contract conscientiously and truthfully and undertake to notify each other immediately of any changes.
- 10.2. Amendments to the contract must be made in writing, as must any waiver of this formal requirement. Verbal collateral agreements do not exist.
- 10.3. This contract shall be governed by Austrian substantive law to the exclusion of the conflict of law rules of private international law. The place of performance shall be the place of business of the licensee. The court at the licensor's place of business shall have jurisdiction for any disputes.

11. Severability clause

- 11.1. In the event that a provision of this contract is or becomes invalid, this shall not affect the validity of the remaining provisions of this contract, even if essential provisions are affected. In this case, the parties agree to replace the invalid provision with a legally valid provision that comes closest to the contractually agreed provision in legal and economic terms and ensures the feasibility of the contract in the sense intended by both parties. The same applies in the event that the parties did not recognize a loophole at the time this contract was concluded or if such a loophole becomes known or occurs at a later date. The parties are then obliged to make an amendment to the contract in text form in the aforementioned sense.