

Product and Service Terms

A. General Terms

1. Scope of these Terms

- 1.1. These Terms and Conditions (hereinafter the "**Terms**") govern the use of DocuWare Services.
- 1.2. The scope and content of the DocuWare Services are described in more detail at <https://go.docuware.com/Features-EN> or in the white paper most recently published by DocuWare, which is available at <https://go.docuware.com/WPCloud-EN>. Additional product descriptions are available at <https://go.docuware.com/Product-Information-EN>. These apply in addition to these Terms.
- 1.3. Services obtained under this Agreement that are not provided directly by DocuWare but by third parties are subject to the respective Terms and Conditions, which can be viewed at <https://start.docuware.com/tc-thirdparties> (hereinafter "**Third-Party Terms**"). The Partner undertakes to inform each end customer that the use of such external services requires the end customer's prior consent to the relevant Third-Party Terms. If the Third-Party Terms conflict with this Agreement, they will prevail for the relevant Services.

2. Improvements

- 2.1. DocuWare is continually working to improve DocuWare Services and develop new functionalities. Therefore, DocuWare reserves the right, at its sole discretion, to change, modify or alter the DocuWare Services at any time to reflect such changes ("**Modifications**").
- 2.2. DocuWare has no obligation to change, modify or alter the DocuWare Services.
- 2.3. DocuWare will not significantly reduce the overall range of functions through Modifications.
- 2.4. DocuWare will implement changes to the DocuWare Services that may negatively impact end customer use in the form of updates and upgrades, about which the Partner will be informed three months in advance.
- 2.5. This requires the provision of at least one email address to DocuWare. The Partner will forward any information to any end customers.

3. Warranty

- 3.1. DocuWare warrants that the DocuWare Software is free from defects that limit the contractually agreed use of the DocuWare Software in whole or in part. If the DocuWare Software does not correspond to the features and functions listed in the respective product description, or if the DocuWare Software is not free of third-party rights that restrict the contractually agreed use of the DocuWare Software in whole or in part, this constitutes a defect.
- 3.2. If the DocuWare Services consist of or contain DocuWare Software, the Partner and the end customer will examine such DocuWare Software after delivery or initial provision without undue delay and, if a defect is discovered, will notify DocuWare via the DocuWare Support Portal without undue delay. This notification must describe the defects in question as precisely as possible. If no such notification is made within five (5) business days, the items delivered will be deemed approved unless the defect in question was not apparent upon inspection. If such a defect becomes apparent at a later date, the Partner or end customer must notify DocuWare without undue delay after discovery via the DocuWare Support Portal and describe such defect as accurately as possible, otherwise the delivered items will be deemed approved even with respect to this defect. This clause 3.2 shall not be valid if DocuWare has fraudulently concealed the defect.
- 3.3. DocuWare is entitled to remedy the defect within a reasonable period of time at its own discretion either by correcting the defect (e.g. by means of written, telephonic or electronic instructions or by means of workaround solutions that are reasonable for the Partner or end customer) or by a new delivery. The Partner may request a new delivery or the rectification of defects within a reasonable period of time if the other form of rectification is unreasonable for the Partner.

- 3.4. If DocuWare is unable to remedy the defect in accordance with clause 3.3 of this **Annex 2** within a reasonable grace period set by the Partner in writing, the Partner may (i) withdraw from the relevant order, (ii) reduce the remuneration for the relevant order and/or (iii) claim damages from DocuWare in accordance with the statutory provisions and in accordance with the limitations and exclusions of liability agreed in this Agreement. The Partner may only exercise its rights under (i) to (iii) of the previous sentence if the Partner has informed DocuWare in writing of the end date of the grace period and of the consequences of the fruitless expiry of the grace period. After expiration of this grace period, DocuWare may demand that the Partner exercises its rights arising from the expiration of the grace period within four (4) weeks of receipt of the notification containing this request.
- 3.5. Claims based on defects shall expire twelve (12) months after delivery of the software products by the Partner to its end customers, but no later than eighteen (18) months after delivery to the Partner. However, in the following cases, the statutory provisions on limitation periods apply: (i) in the case of claims for damages, (ii) in the case of fraudulent concealment of the defect and (iii) in the case that DocuWare has provided a guarantee.
- 3.6. DocuWare's warranty and liability are excluded:
- 3.6.1. for products or services that were provided to the Partner free of charge, except in the case of fraudulent concealment of a defect by DocuWare or DocuWare's vicarious agents;
- 3.6.2. for defects resulting from (i) Modifications to the DocuWare Services by anyone other than DocuWare, (ii) use of the DocuWare Services by the Partner contrary to the instructions or documentation provided by DocuWare, or (iii) a combination of the DocuWare Services with another product or service where this would not have resulted in a defect without such combination;
- 3.6.3. in cases of unavailability or malfunction of the DocuWare Services due to
- (i) a Force Majeure Event pursuant to this **Annex 2**, section A, clause 5.1,
 - (ii) the use of services, hardware or software not provided or expressly approved by DocuWare,
 - (iii) unauthorised use of the DocuWare Services, or
 - (iv) failure of the end customer to comply with required configurations or measures, unless the end customer can prove that the defect would have occurred even without the aforementioned circumstances.
- 3.6.4. insofar as the Partner's breach of its duty to cooperate or failure to report a defect promptly and in detail has (co-)caused the damage or the defect can no longer be remedied as a result; the requirements contained in clause 5.3 of the Reseller Agreement remain unaffected.
- 3.6.5. for defects that arise due to instructions from the Partner or use of the DocuWare Services that was not foreseeable by DocuWare or due to changes to them made or caused by the Partner.
- 3.7. This clause 3 applies mutatis mutandis to the warranty between the Partner and the end customer.

4. Limitation of Liability

- 4.1. Claims for damages are excluded regardless of their legal basis, unless the damage is based on an intentional or grossly negligent breach of duty.
- 4.2. In the case of slight negligence, liability is limited to the breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is absolutely necessary for the proper performance of the Agreement and on whose fulfilment the end customer regularly relies and may rely. In the event of a slightly negligent breach of material contractual obligations, the amount of liability is limited to the damage that is typical for the contract and was reasonably foreseeable at the time of conclusion of this Agreement.

- 4.3. The Parties agree that the damage typical for the contract and foreseeable at the time of conclusion of the Agreement shall not exceed the sum of the amounts paid for the DocuWare Services under this Agreement in the last twelve (12) months prior to the date on which the claim arose.
- 4.4. The foregoing liability limitations or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act and to damage arising from injuries to life, limb or health.
- 4.5. To the extent that DocuWare's liability is excluded or limited, this also applies to the personal liability of employees, partners, representatives and vicarious agents of DocuWare.
- 4.6. Liability for data loss is limited to the typical recovery effort that would have had to be made if risk profile-adequate backup copies had been made on a regular basis.

5. Force Majeure

- 5.1. "**Force Majeure Event**" means an event or series of related events over which the affected Party has no reasonable control (including, without limitation, power outages, industrial disputes affecting third parties, changes in legislation, natural disasters, pandemics, epidemics, explosions, fires, floods, riots, terrorist attacks and wars).
- 5.2. If a Force Majeure Event results in a failure or delay in the performance of either Party's obligations under these Terms, those obligations will be suspended for the duration of the Force Majeure Event. A Party that becomes aware of a Force Majeure Event that results or is likely to result in any failure or delay in the performance of its obligations under these Terms shall: (i) notify the other Party without undue delay and (ii) advise the other Party of the period for which such failure or delay is estimated to continue. The affected Party will use reasonable efforts to mitigate the effects of the Force Majeure Event.

6. Miscellaneous

- 6.1. The Partner and the end customer represent and warrant that they will comply with all applicable laws, statutes, regulations, rules, ordinances, codes and standards, including without limitation all EU and US export control laws.
- 6.2. Without prejudice to the foregoing, (i) the Partner represents that it and any end customers are not listed on any US government list of persons or entities prohibited from receiving exports, and (ii) the Partner will not permit end customers to access or use Cloud Services in violation of any US export embargoes, prohibitions or restrictions.
- 6.3. DocuWare is also not responsible for determining the requirements of the laws applicable to the Partner's business.
- 6.4. Rights and obligations under these Terms may not be assigned or delegated without the prior written consent of DocuWare. DocuWare may, at its sole discretion, subcontract the provision of the Cloud Services (as defined in section B, clause 1) to third parties (e.g. external data centres) without notice to the Partner or the Partner's consent.
- 6.5. DocuWare reserves the right to amend these Product and Service Terms and Conditions if this is objectively justified and reasonable for the end customer. The current version can be viewed and saved at any time at <https://go.docuware.com/TC-EMEA>.
- 6.6. These Product and Service Terms and Conditions and their conclusion are governed by and construed in accordance with German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

B. DocuWare Cloud Services

1. Scope

- 1.1. The terms of this section B, in addition to the General Terms and Conditions, govern the use of cloud-based services (including Local Application Programs as defined below), storage space, computing capacity and other cloud-based services that may be made available by DocuWare from time to time (see <https://start.docuware.com/docuware-cloud>), to the extent agreed by the Parties in an Order (hereinafter collectively the "**Cloud Services**").

2. Rights of Use

- 2.1. When configuring the Cloud Services, the Partner will expressly designate those employees and contractors of the end customer who are authorised to use the Cloud Services exclusively for the end customer's internal business purposes (hereinafter the "**Authorised Users**").
- 2.2. Unless expressly permitted by DocuWare in advance and in writing, third parties (in particular users who are employed by or work for companies affiliated with the Partner or the end customer) are not authorised to use the Cloud Services.
- 2.3. The end customer must have either a Named Client Licence or a Named Client Licence with limited functionality to perform workflow tasks (also referred to as a "**Workflow Licence**") for each Authorised User. It is clarified that multiplexing and licence pooling are expressly excluded.
- 2.3.1. "**Named Client Licences**" (hereinafter also referred to as "**Named User Licences**" or "**Client Licences**") entitle the end customer to assign such a licence to a single Authorised User and to permit only this one user to use the DocuWare Software exclusively.
- 2.3.2. "**Workflow Licences**" entitle the end customer to assign such a licence to a single Authorised User and to permit only this one user to use the DocuWare Software exclusively, provided that this use is limited to certain functionalities that are listed in the overview of DocuWare functionalities (available at <https://go.docuware.com/Features-EN>).
- 2.4. The end customer is granted, free of charge, a non-exclusive, non-transferable, non-sublicensable and royalty-free right to reproduce and distribute executable files created using the SDK. The end customer is granted a non-exclusive, non-transferable and non-sublicensable right to reproduce and distribute the Runtime Modules of the SDK, provided that the Partner or end customer: (a) distributes the Runtime Modules only in connection with and as part of the Partner's or end customer's software product, (b) does not use DocuWare's name, logo or trademarks to market the Partner's or end customer's software product, (c) includes DocuWare's copyright notice for the SDK as part of the Partner's or end customer's software product readiness notice, and (d) indemnifies, holds harmless and defends DocuWare from any claims or actions, including attorneys' fees, arising out of or resulting from the use or distribution of the Partner's or end customer's software product. The "Runtime Modules" are those files in the SDK that are specified in the accompanying written materials as being required to run the Partner's or end customer's software program.
- 2.5. Authorised Users may access local software application programs (hereinafter the "**Local Application Programs**") provided by DocuWare as part of the Cloud Services solely for the purpose of accessing the Cloud Services. For the term of the applicable Cloud Services (as set forth in the applicable individual contract), Authorised Users have the revocable, non-exclusive, non-sublicensable, non-transferable right to: (i) install such Local Application Programs on hardware devices operated and controlled by the Partner or the end customer, and (ii) access and display such Local Application Programs for the purpose of accessing the Cloud Services in accordance with the online support documentation available as part of the Cloud Services.
- 2.6. The Partner, the end customer and any Authorised User are prohibited from:
- (i) modifying, copying, creating derivative works from, decompiling or reverse engineering the Cloud Services or the Local Application Programs, unless this is expressly permitted under mandatory law (e.g. Sections 69d and 69e UrhG), for instance to allow interoperability,

- (ii) framing or mirroring any content that is part of the Cloud Services,
 - (iii) accessing the Cloud Services to: (a) develop a competitive product or service or (b) copy any ideas, features, functions or graphics of the Cloud Services,
 - (iv) licensing, sublicensing, transferring, selling, renting, leasing, distributing, offering as a timeshare, assigning, sharing or otherwise commercially exploiting the Cloud Services or making them available to third parties in breach of contract, except to Authorised Users or otherwise in a form expressly provided for in these Terms or in the relevant order,
 - (v) sending spam or other bulk or unsolicited messages in violation of applicable laws,
 - (vi) sending or storing any material that infringes intellectual property rights, is obscene, threatening, abusive or otherwise illegal or unlawful, including material that is harmful to minors or violates the personal rights of third parties,
 - (vii) sending or storing software viruses, worms, time bombs, Trojan horses or other harmful or malicious computer code, files, scripts, spies or programs,
 - (viii) impairing or disrupting the integrity or performance of the Cloud Services or the data contained therein,
 - (ix) attempting to gain unauthorised access to the Cloud Services or the associated systems or networks,
 - (x) accessing the Cloud Services if the Partner or end customer is a direct competitor of DocuWare, or
 - (xi) accessing the Cloud Services for the purpose of monitoring their availability, performance or functionality or for other benchmarking or competitive purposes.
- 2.7. If any of these provisions is violated by the Partner or the end customer and external claims, in particular claims for damages, are asserted against DocuWare as a result, the Partner or end customer will defend, indemnify and hold DocuWare harmless from these claims.

3. Availability

- 3.1. DocuWare will use reasonable efforts to provide 99.5% availability of the Cloud Services per calendar year, excluding Downtime.
- 3.2. "**Downtime**" means unplanned downtime of the Cloud Services caused by emergencies or Force Majeure Events, as well as downtime resulting from scheduled maintenance activities on the Cloud Services (hereinafter the "**Scheduled Maintenance**").
- 3.3. DocuWare will use reasonable efforts to limit Downtime for Scheduled Maintenance to four (4) times per year for up to eight (8) hours each time and will provide at least five (5) calendar days advance notice via email or the DocuWare website.
- 3.4. The end customer will not make excessive use of the DocuWare Services ("**Fair Use**"). Fair Use does not exist if the end customer uses the DocuWare Services in an excessive manner that significantly exceeds normal average use. DocuWare will inform the end customer about such use. If the user exceeds Fair Use despite the information, DocuWare and the Partner are entitled to terminate the contract in question.
- 3.5. The end customer shall ensure that its systems meet the technical requirements for using the Cloud Services (e.g. stable Internet connection, sufficient computing power, suitable computer equipment, etc.). The end customer acknowledges and agrees that these requirements may change from time to time and DocuWare will use reasonable efforts to provide at least four (4) weeks' advance notice of such changes.

4. Data and Data Protection

- 4.1. The end customer acknowledges and agrees that DocuWare will automatically collect data in connection with access to and use of the Cloud Services, in particular telemetry, IP addresses, IP configurations, saved sessions, open ports, login data, network metadata as well as operating system, status, version and configuration of devices (hereinafter collectively the "**Operational Data**"), provided that this data is anonymised, aggregated or processed in a GDPR-compliant manner immediately after collection. DocuWare may use the Operational Data to monitor, analyse, develop, support or improve the performance of the Cloud Services.
- 4.2. The end customer acknowledges and agrees that the Cloud Services include or may in the future include machine learning-based software. DocuWare is entitled, either itself or through third parties, to use the data provided by the end customer, in particular the documents uploaded by the end customer, to improve and enhance the DocuWare Services. This includes without limitation the training of machine learning models. DocuWare implements appropriate and state-of-the-art measures to ensure that any end customer data cannot be extracted from such models.
- 4.3. Clause 4 also applies to services provided by companies affiliated with DocuWare or subcontractors, provided they are required by DocuWare to maintain confidentiality with regard to the data.
- 4.4. If and to the extent that personal data is processed on behalf of the end customer, the separately agreed clauses on data processing by contract shall apply.

5. Rights of DocuWare

- 5.1. To the limited extent necessary to provide the Services, Partner hereby grants DocuWare and DocuWare's subcontractors the right, free of charge, to copy, distribute, perform, display, create derivative works from and otherwise use all data and documents provided by the Partner and any end customer in connection with the Cloud Services. The Partner hereby represents, warrants and assures that all necessary rights have been validly granted to it by its end customers, partners, users and all affected third parties that are necessary for the aforementioned licence grant.
- 5.2. The Partner shall ensure that the collection, transfer and processing of personal data fully complies with all applicable data protection and privacy laws.
- 5.3. The Partner will defend, indemnify and hold DocuWare harmless from all external claims and actions, including without limitation those seeking damages or losses, including reasonable attorneys' fees, arising from a breach of clauses 2.6, 5.1 and/or 5.2 of this **Annex 2**, section B by the Partner.
- 5.4. The Partner and the end customer will notify DocuWare without undue delay of any loss of access codes and/or any use of the Cloud Services that is not in accordance with these Terms.
- 5.5. The Partner is not granted any rights other than those expressly stated in these Terms. DocuWare reserves all rights, title and interest in and to the Cloud Services, including all related intellectual property rights.

6. Term and Termination

- 6.1. Each order signed for Cloud Services has an initial term of at least twelve (12) months (or such longer period as specified in the applicable order; hereinafter the "**Initial Term**").
- 6.2. Thereafter, each order will automatically renew for successive periods of twelve (12) months (each, a "**Renewal Term**") following the expiration of the Initial Term and any Renewal Term. The price list valid at the beginning of the Renewal Term applies.
- 6.3. DocuWare may decide not to renew the order in question by giving at least three (3) months' written notice prior to the end of the Initial Term or any Renewal Term of this order.

- 6.4. The Partner may decide not to renew the order in question by giving at least thirty (30) days' written notice prior to the end of the Initial Term or any Renewal Term of this order. In the relationship between the Partner and the end customer, the end customer has the right to assert this non-renewal with a notice period of at least 45 days.
- 6.5. With at least thirty (30) days' notice prior to the end of the Initial Term and/or any Renewal Term of an order, the Partner may also decide to reduce the size of the order in question (i.e. volumes and/or capacities). Such a reduction will take effect after the end of the respective Initial Term or any Renewal Term. In the relationship between the Partner and the end customer, the end customer has the right to assert this reduction with a notice period of at least 45 days.
- 6.6. The Partner may increase the scope (i.e. volumes and/or capacities) of the relevant order at any time during the Initial Term or any Renewal Term. The increased costs will be invoiced on the first day of the month following the respective increase, pro rata for the remainder of the contract term.
- 6.7. After expiration or effective termination of the Cloud Services, DocuWare will delete the end customer's data. The end customer is responsible for securing the data required for its purposes.

C. DocuWare On-Premises Services

1. Scope

The terms of this section C, in addition to the General Terms and Conditions, govern the use of on-premises applications (hereinafter collectively referred to as the "**On-Premises Software Products**") and related maintenance and support services.

2. Maintenance and Support

- 2.1. DocuWare On-Premises Software Products are only offered in conjunction with mandatory maintenance and mandatory support.
- 2.2. As part of mandatory maintenance, an end customer of On-Premises Software Products will automatically receive all updates and upgrades for the On-Premises Software Products originally purchased or subsequently added (hereinafter the "**Maintenance**"). Fixes and patches are provided under the subscription as long as the end customer is outside the warranty period. As part of the mandatory support, the end customer receives support from DocuWare or the Partner via the hotline (hereinafter the "**Support**").
- 2.3. Maintenance and Support are sold to the end customer in the form of an individual Maintenance subscription or Support subscription for the term specified in the applicable order, which is specific to an end customer's system and includes only the products issued for that system (hereinafter the "**Subscription**").
- 2.4. A Subscription begins on the first day of a calendar month. If DocuWare invoices the Partner by the fifteenth (15th) of a month, the Subscription will begin on the first day of the following month, and if DocuWare invoices Partner after the fifteenth (15th) of a month, the Subscription will begin on the first day of the second month following the invoice date.
- 2.5. Maintenance and Support fees are charged once for each term, beginning pro rata from the date of purchase and ending on the end date of the term specified in the respective order, and are non-refundable.
- 2.6. The Maintenance and Support contracts are automatically extended for a further twelve (12) months unless they are terminated in writing by the Partner, DocuWare or the end customer at least thirty (30) days before the end of the current contract term. The price list valid at the beginning of the Renewal Term applies.

2.7. Clause 2.6 shall apply mutatis mutandis in the relationship between end customer and Partner, provided that the period is forty-five (45) days.

2.8. DocuWare will invoice the Partner after the Effective Date of each new Term following a renewal.

3. Rights of Use

3.1. In order to use the On-Premises Services, the end customer requires a Server Licence (as defined below in clause 3.4) in conjunction with at least one (1) Named Client Licence (as defined below in clause 3.5), which is listed in the DocuWare Functionality Overview (available at <https://go.docuware.com/Features-EN>). In addition, the end customer may purchase Add-On Module Licences (as defined below in clause 3.6) to install DocuWare Add-On Modules.

3.2. Subject to payment of the agreed licence fee and the following terms, DocuWare grants the end customer a non-exclusive and transferable right to install and internally use software that

(i) is developed by DocuWare or offered under the DocuWare brand or

(ii) is not DocuWare Software (hereinafter the "**External Software**") in conjunction with the documentation and any material accompanying the software (hereinafter the "**Documentation**") and the licence key.

3.3. A "**DocuWare System**" refers to the entirety of the software components that are technically or logically connected to one another and, as such, are managed within a single, common administration instance. Each DocuWare System contains logical units of one or more organisations. In technical terms, such an "**organisation**" represents the end customer's company or public administration within the DocuWare System. The individual products and modules of the DocuWare Software that can be installed in a DocuWare System contain a licence for the use of the DocuWare Software. Unless otherwise specified, such a licence is expressly issued to a single organisation (i.e. the company) of the end customer that has purchased the DocuWare Software and may only be used by that single organisation.

3.4. A purchased **Server Licence** in accordance with the information in the overview of DocuWare functions (available at <https://go.docuware.com/Features-EN>) may only be used to install and use the respective DocuWare server software on a single server. If this DocuWare Software requires the installation and use of portions of the DocuWare Software on different servers, it may be installed and used on different servers, provided that no identical portion of this DocuWare Software is installed and used on more than one server. This installed DocuWare server software, even if licensed to a single specific end customer, can be used by all other end customers whose logical organisations are located in the same DocuWare System.

3.5. "**Named Client Licences**" (also referred to as "**Named User Licences**" or "**Client Licences**") entitle the end customer to assign such a licence to a single specific user and to permit only this one user to use the DocuWare Software exclusively. All workstations, especially mobile PCs, that work continuously or partially offline from the network in which the DocuWare System is installed require a Named Client Licence. A user can use one Client Licence for the DocuWare client software and for add-on modules. If the end customer has purchased a Client Licence up to and including September 2017, this licence can be converted into two (2) Named Client Licences after installation by the system administrator. Four (4) Named Client Licences purchased after September 2017 may be converted into one (1) non-personal licence by the system administrator.

3.6. If the end customer has purchased an **Add-On Module Licence**, the respective DocuWare Add-On Module can be installed and used by any user in the end customer's organisation, provided that this user also works with a valid Client Licence and a valid Server Licence.

3.7. If the end customer wishes to purchase additional licences for a DocuWare System, the end customer must use the latest version of all DocuWare components in this system and a current Maintenance and Support subscription must be in effect.

- 3.8. If the end customer purchases DocuWare SDK Support, the end customer is granted, free of charge, a non-exclusive, non-transferable, non-sublicensable and royalty-free right to reproduce and distribute executable files created using the SDK. The end customer is granted a non-exclusive, non-transferable, non-sublicensable and royalty-free right to reproduce and distribute the Runtime Modules of the SDK, provided that the end customer:
- (i) distributes the Runtime Modules only in connection with and as part of the end customer's software product,
 - (ii) does not use the name, logo or DocuWare Marks to market the end customer's software product,
 - (iii) includes DocuWare's copyright notice for the SDK as part of the end customer's software product readiness notice and
 - (iv) indemnifies, holds harmless and defends DocuWare against any claims or actions, including attorneys' fees, arising out of or resulting from the end customer's use or distribution of the Software Product. The "Runtime Modules" are those files in the SDK that are specified in the accompanying written materials as being required to run the end customer's software program.

No Multiplexing – no Licence Pooling In any case, the end customer must ensure that every user who gains direct or indirect access to DocuWare Software components – including all server components – or to DocuWare data through the use of non-DocuWare Software also works with a valid DocuWare Named Client Licence, either as a personal or non-personal licence.

- 3.9. If the end customer has acquired licences for External Software from DocuWare, DocuWare reserves the right to restrict the end customer's licence rights in accordance with the requirements of the licensing terms between DocuWare and the licensor of the external software. If the end customer purchases a Microsoft SQL Server licence, in addition to the aforementioned restriction, the respective licence may only be used in conjunction with the DocuWare Software in accordance with the description of the licence in the DocuWare Price List. If there is a restriction to use in conjunction with DocuWare Software, the aforementioned External Software may not be used for development purposes and/or in conjunction with applications, databases or tables that are not included in the DocuWare Software. However, by using suitable tools, access to databases and tables generated by the DocuWare Software is permitted.
- 3.10. The end customer is not authorised to use names or DocuWare Marks for any purpose whatsoever. The same applies to the use of other names or marks that are deceptively similar.
- 3.11. The DocuWare Software may not be modified, adapted, disassembled, decompiled, reverse engineered or converted, except if and to the extent permitted by mandatory law.
- 3.12. The end customer may permanently transfer any DocuWare Software and Documentation acquired from DocuWare to third parties, whether for consideration or free of charge, provided that
- (i) the end customer has transferred the DocuWare Software and Documentation in full to the third party concerned and
 - (ii) the end customer has entered into a licence agreement with that third party, the licence terms and confidentiality obligations of which are at least as restrictive for the third party as the corresponding provisions of this **Annex 2** and
 - (iii) that third party has undertaken to obtain a new licence key from DocuWare after reimbursing DocuWare for all costs incurred by DocuWare in creating such a licence key.

If the above requirements are met, the end customer shall

- (i) transfer the DocuWare Software and Documentation in full by handing over all original data storage media to that third party and
 - (ii) transfer all copies made of the software to that third party or, at its option, destroy all copies not transferred. Upon completion of the transfer of the DocuWare Software, the end customer's right to use the DocuWare Software and Documentation shall expire immediately.
- 3.13. The end customer is entitled to transfer the DocuWare Software and Documentation to third parties for a limited period of time, provided that
- (i) this transfer is not for commercial purposes (e.g. Leasing, Software-as-a-Service), and
 - (ii) the end customer has entered into a licence agreement with that third party, the licence terms and confidentiality obligations of which are at least as restrictive for that third party as the corresponding provisions of this section C of **Annex 2** and
 - (iii) that third party has undertaken to obtain a new licence key from DocuWare after reimbursing DocuWare for all costs incurred by DocuWare in creating such a licence key. As soon as the third party uses the software, the end customer no longer has the right to use the DocuWare Software and Documentation. Transfer of the DocuWare Software to third parties for a limited period of time for commercial purposes (e.g. leasing, software-as-a-service) is only permitted if DocuWare has given the end customer prior written consent to do so.
- 3.14. If the end customer intends to export the DocuWare Software to a country outside the EU, the end customer will obtain all export control information (Federal Export Office, 65760 Eschborn/Taunus) and all permits, regulations, instructions or rules for such export. If the end customer intends to export DocuWare Software to a country outside the United States, the end customer will obtain all export control information (Office of Foreign Assets Control of the US Department of the Treasury) and all permits, orders, instructions or regulations for such export.