End User License Agreement (EULA) of Anveo Mobile App Extension for Microsoft Dynamics 365 Business Central

hereinafter referred to as the "Software"
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© 2022 conion media GmbH
hereinafter referred to as "Anveo"

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1. Subject Matter of the Contract

1.1. The nature and scope of the software and the shared application environment are specified in the respective program description and additionally in the user manual which can be viewed at https://anvgrp.co/docs-app.
The software is a part of three components that together define the product "Anveo Mobile App". This component is called "Anveo Mobile App Extension".

1.2. The user manual and the installation instructions are also be made available to the end user electronically at https://anvgrp.co/docs-app.

1.3. By default, the software will be installed and started up by the end user or by the responsible Microsoft Dynamics Partner of the end user. Upon the end user's optional choice, Anveo may carry out the installation in place of the end user or Microsoft Partner. All support services performed by Anveo (particularly application engineering, installation, configuration and demonstration of successful installation, instruction, training, and consultation) will be remunerated on a time and materials usually unless agreed otherwise.

The Anveo Mobile App Extension objects are available as an extension for installation via Microsoft App Source or as a download from Anveo. FOB objects are also still available for download for older Dynamics versions.

1.4. **Prerequisites**
The software is dependent on third-party software components and licenses (infrastructure) in particular Microsoft Dynamics 365 Business Central or Microsoft Dynamics NAV. The infrastructure and the respective Microsoft Dynamics version, which is required for the use of the software, is described in the system requirements which are available at https://anvgrp.co/app-sysreq.

This EULA and the usage of the software is subject to the licensed use of Enterprise Resource Planning-System (ERP) Microsoft Dynamics 365 Business Central, hosted under Microsoft's responsibility or in a self-managed system. The end user is responsible for proper licensing.

Also, the usage of the software is subject to the licensed use of the "Anveo Mobile App Cloud Service", which is provided by "Anveo IT Services GmbH", intended for providing a communication component between the Microsoft Dynamics system using this software and the "Anveo Mobile App Client". Alternatively, a self-managed "Anveo Server" can be used instead of the "Anveo Mobile App Cloud Service". This is installed and operated on your own infrastructure. For Microsoft Dynamics 365 Business Central Online systems, the Anveo Server must be licensed from "Anveo IT Services GmbH".

For self-managed OnPremises or Private Cloud systems (not BC Online), the Anveo Server is licensed from "conion media GmbH".

Lastly, the end user must download the "Anveo Mobile App Client" on a smart phone, tablet-PC, laptop or desktop computer, provided by conion media GmbH, from any store like Apple's App Store, Google Play Store or Microsoft Store.

2. Rights to Use the Software and Protection Against Unauthorized Use

2.1. Anveo will grant to the end user the right to use the agreed software on the scale specified in the contract. If the scope of use has not been specified in the contract, this will be a non-exclusive license to use the software on a temporary basis limited to the terms of the contract and of this EULA. This entitles the end user only to use the software on one Microsoft Dynamics environment by one single user at any one time. The license comprises only use for internal purposes of the end user. Any extended use must always be contractually agreed prior to its commencement.

2.2. **Infrastructural Changes and Updates**
If the end user changes its infrastructure and, for example, updates to a newer version of Microsoft Dynamics, updates operating systems or replaces devices, the end user must first check the compatibility of the software and other system requirements such as necessary licenses of third-party software. If the software is not compatible with the new infrastructure, it is the end user's decision not to make an infrastructure change or to change it anyway, thereby foregoing the functionality of the software. Anveo cannot guarantee the compatibility of the software for future system environments and Microsoft Dynamics versions.

If the software is no longer executable on a changed infrastructure after the acquisition of a paid right of use, e.g. a newer version of Microsoft Dynamics 365 Business Central than at the beginning of the current license period of the software, the end user is not entitled to a refund of the fee or the license value.

If an update of the software is required for the compatibility of the software with newer infra-structure, this must be installed by the end user at his own expense.

2.3. **License / Software Evaluation**
This software is free of charge. However, it requires paid third-party software such as Microsoft Dynamics and the "Anveo Mobile App Cloud Service" or "Anveo Server" that may offer a free trial period.

A valid Microsoft Dynamics licenses and, if applicable, further licenses are required for the operation of the software in accordance with the respectively valid license conditions of the respective rights holder and, if applicable, compatible hardware. It is the responsibility of the end user to agree to and ensure these licensing obligations together with his/her supporting Microsoft Dynamics Partner.

Details can be found in the respective Anveo product descriptions.

2.4. **Backups and Sandbox Environments**
The end user may copy software only to the extent required for the stipulated use. Backups and test environments (sandbox environments) are permitted for testing purposes, not for live operation. Copyright notices in the software may not be altered or deleted.

2.5. Anveo is entitled to take appropriate technical measures to protect against any non-conforming use.

2.6. Any individually granted licenses are invariably temporary only and may be revoked by Anveo until full payment.

2.7. Anveo may revoke the end user's license in the event of a more than insubstantial breach by the end user of use restrictions or other provisions to protect against unauthorized use (particularly Section 3.4 and 3.5). Beforehand, Anveo must grant the end user a grace period to take corrective action. In case of repetition and in special circumstances, which after consideration of both parties' interests justify immediate revocation, Anveo may revoke the license without notice. The end user must give Anveo written confirmation of discontinuance of the use after the revocation.

3. Duties of the End User

3.1. Documentation and Responsibilities
Before purchasing and using the software, the end user must read the documentation and especially the important information contained therein. This contains valuable content about the product's scope of services as well as responsibilities and duties. The end user must ensure that skilled personnel are available to support Anveo and for the use of the software by the delivery date at the latest.

3.2. Fault Reporting and Remedying
The parties are aware that software can never be completely free of errors and is only a tool for creating products for which conion media naturally cannot offer any guarantee. The software depends on the development of Microsoft Dynamics, its licensing and third-party software (cf. § 1 Paragraph 1, § 6 Paragraph 2). No guarantee can be given for older versions of Microsoft Dynamics or hardware devices. This also applies to new versions for which conion media is unable to check or produce compatibility. Due to dependencies on external software and in particular Microsoft Dynamics, conion media re-serves the right to deviate from the described functional scope or to completely delete functions without prior notice.

The end user must support Anveo as far as necessary in remedying defects/errors; in particular, the end-user must provide a detailed description of a reproduceable defect in full. If a defect can only be reproduced in the end user system, the end user must provide access to its system or a separate test system in which the error can be reproduced. If an error only occurs on certain devices, such a device must be provided to Anveo at the end user's expense. If Anveo cannot reproduce the error, it must be assumed that the reason lies in the end user's infrastructure or other components/third-party software over which Anveo has no control and for which Anveo bears no responsibility.

3.3. Copyright
The end user acknowledges that the software including the user manual and further documents - also future versions thereof - are protected by copyright. Particularly source programs constitute trade secrets of Anveo. The end user must take precautions for an unlimited period to ensure that source programs do not become available to third parties without Anveo's consent. Anveo must supply source programs only if expressly agreed.

3.4. Decompiling
The end user must not do anything which might encourage unauthorized use. In particular, the end user must not attempt to decompile the programs unless it is entitled to do so. The end user must inform Anveo without undue delay if it is aware that unauthorized access affecting the software impends or has taken place in its area.

Removal of any copy protection or similar protection measures is only authorized if this protection process compromises or prevents the trouble-free use of the program. In the case of a compromise in or prevention of trouble-free usability caused by the protection measures, this must be proven by the end user. The end user must present by means of a detailed written explanation the program modifications made and the error symptoms to the copyright holder.

In as far the aforementioned modifications are made for commercial reasons, they are authorized only when they are essential for the creation, maintenance or function of an independently created inter-operational program and where the necessary information has also not publicized or made accessible in any way such by request to the copyright holder.

The removal or modification of any copyright notice, serial numbers and other features which serve the purpose of program identification is strictly prohibited. The same applies to any means of suppressing the display of such features on the screen.

4. Claims of the End User Based on Defects

4.1. Anveo warrants that the software will conform to the stipulations in Section 1.1 if used in accordance with the terms of the contract. If a third party asserts vis-a-vis the end user that a performance by Anveo infringes its rights, the end user must notify Anveo without undue delay. Anveo and, if applicable, its supplier are entitled, but not obliged to ward off the asserted claims at their expense to the extent permitted. The end user is not entitled to recognize claims of third parties before having given Anveo a reasonable opportunity to ward off the rights of third parties in a different manner. If rights of third parties are infringed as a result of a performance by Anveo, Anveo undertakes to take the following measures at its option and expense:
   a) To procure for the end user the right to use the performance or
   b) To ensure that the design of the performance does not infringe any rights
   c) To take back the performance, refunding the fee paid by the end user for this (less a reasonable compensation for use) if Anveo is unable to achieve any other redress at a reasonable cost. In doing so, Anveo undertakes to pay due consideration to the end user's interests.

4.2. The end user must furnish without undue delay written proof of defects of quality in a comprehensible, reproducible, and detailed form, indicating all the information appropriate for the detection and analysis of the defects. In doing so, the end user must particularly indicate the steps which resulted in the emergence of the defect, the manifestation, and effects of the defect.

4.3. The tool character with wide-ranged, versatile, and multiple configuration options of the software must be taken into account. Anveo is only responsible for the core functions of the software, as summarized in the product description of the online help. The end user uses this flexible tool to set up its own business processes. The proper configuration of these processes is the responsibility of the end user, not Anveo. Failure to properly configure and maintain the software does not constitute a defect in the software.

4.4. If the end user is entitled to claims based on defects, it will initially be entitled to performance of remedial measures within a reasonable period only. At Anveo's option, the remedial measures comprise either rectification of the defect or delivery of substitute software. In making its choice, Anveo undertakes to pay due consideration to the end user's interests.

4.5.   If the remedial measures fail or cannot be carried out on other grounds, the end user may, subject to the statutory conditions, reduce the fee, rescind the contract and/or claim damages pursuant to Section 5.

4.6.   Anveo may claim reimbursement for its expenses if
a)   It takes action on the basis of a notification without a defect having occurred, unless the end user was not able to recognize at a reasonable cost that no defect existed, or
b)   A notified fault is not reproducible or otherwise can be proved by the end user to be a defect.

5.   Liability

5.1.   Anveo is invariably liable to the end user
a)   For the damage caused by it, its legal representatives or its persons employed in performing a contractual obligation for whom the principal is vicariously liable,
b)   If a guarantee is expressly agreed,
c)   Under the German Product Liability Act and
d)   For damage resulting from injury to life, the body or health, for which Anveo, its legal representatives or its persons employed in performing a contractual obligation for whom the principal is vicariously liable are responsible.

5.2.   Anveo is not liable for slight negligence unless it has infringed a material contractual obligation (cardinal obligation).
This liability is limited in case of property damage and financial loss to the foreseeable damage or loss typical of the contract. This also applies to lost profit and failed savings. Liability for other remote consequential damages is excluded.
The contract-typical, foreseeable damage amounts to three times the affected annual license value for each individual case of damage. The parties may agree more extensive liability for a separate fee upon conclusion of the contract. The liability provided for in Section 5.1 is not affected by this Section 5.2.

5.3.   In the event of loss of data, Anveo will be liable only for that expense required to recover the data that had been properly saved by the end user.

6.   Miscellaneous

6.1.   This contract comes into effect with the installation of the Anveo software and runs indefinitely.

6.2.   German law is applicable exclusively. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

6.3.   Standard business conditions or purchase conditions of the end user do not apply even if Anveo has not expressly objected to such conditions.

6.4.   There are no additional agreements to this contract. Supplements or changes to this contract must be made in the statutory written form. Text form is not sufficient. This also applies to this written form clause.

6.5.   Should individual provisions of this agreement be partly or wholly not legally valid, the validity of the remaining provisions of this contract should hereby remain unaffected. The same provision applies in the case that this contract contains an omission. In place of an invalid or impracticable provision or omission, the parties to this contract agree on an appropriate provision that within the framework of

what is legally permissible comes closest to what the parties to this agreement intended or would have intended when this contract was concluded.

6.6. Anveo and the end user shall respect and comply with any and all applicable data protection regulations, especially the EU General Data Protection Regulation and the German Data Protection Act. Any information on how Anveo processes personal data can be found under https://anvgrp.co/app-extension-dp.

6.7. The courts of Hamburg (Germany) shall have exclusive jurisdiction over all disputes between the parties. Anveo may also bring an action against the end user at the latter's principal place of business.