

Classification: Public

Docusnap365 License Agreement

Effective: October 2026 – Edition Model (Pro, Business, Enterprise) – Final as of Oktober 01, 2026

Please read this Agreement carefully. It explains your rights and obligations regarding the use of Docusnap365.

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Annex 3 – DORA (separate document, Enterprise only)

Annex 4 – NIS2 (separate document, Business and above)

Data Processing Agreement (separate document)

§ 1 Subject of the Agreement

1.1 The subject matter of this Agreement is the provision of the Docusnap365 software (hereinafter referred to as the “Software”) by Docusnap GmbH, Franz-Larcher-Str. 4, D-83088 Kiefersfelden (hereinafter referred to as the “Licensor”) to the user of the Software (hereinafter referred to as the “Licensee”). Docusnap365 is a Software-as-a-Service (SaaS) solution for the inventory, documentation, and analysis of IT infrastructures.

1.2 Docusnap365 consists of a SaaS application available at docusnap365.com and the Docusnap Enterprise Gateway (hereinafter referred to as “DEG”), which is installed by the Licensee on its network and exchanges data between the Licensee’s system and the SaaS application. The service description and system requirements are available on the website <https://www.docusnap.com>. The Software’s functions are definitively determined by this service description; the scope of functions and services owed to the Licensee is based on the edition subscribed to in accordance with § 3.2.

1.3 The Licensor’s offer is directed exclusively at commercial customers and public-law entities. The Licensee warrants that it is not a consumer within the meaning of § 13 of the German Civil Code (BGB).

§ 2 Conclusion of the Agreement and Trial Period

2.1 By placing an order, the Licensee submits a binding offer to enter into a rental agreement. The Agreement is concluded upon the Licensor’s acceptance of the offer in the form of an order confirmation via email or by providing access to the Software. The order confirmation includes the edition overview in the version valid at the time of the order, the prices for all user and volume tiers of the selected edition, and a notice regarding the automatic increase in data volume pursuant to § 3.9. Performance parameters individually agreed upon for the Enterprise Edition—in particular regarding availability, service hours, response and resolution times, AI credits, data backup and archiving, the scope of implementation and training, as well as regulatory annexes—shall be set forth in the order confirmation and shall take precedence over the provisions of this Agreement and its annexes to the extent specified in § 26.6(a).

2.2 The Licensee’s general terms and conditions shall not apply, even if the Licensor has not specifically objected to their validity. Deviating or conflicting terms and conditions shall apply only if the Licensor has expressly acknowledged them, at a minimum in text form.

2.3 Trial Period.

- a) The Licensor provides interested parties with the Software free of charge for 14 days for non-productive testing and evaluation (“Trial Period”); productive use is not part of the Trial Period. The feature set for the Trial Period corresponds to the Business Edition; the number of users, data volume, and AI credit quota correspond to the Basic Level of the Pro Edition as specified in the edition overview. One Trial Period is permitted per Group of Companies (§ 3.5).
- b) The Trial Period ends automatically at the end of the 14th day. It does not convert into a fee-based Agreement. A fee-based Agreement is concluded exclusively by placing an order in accordance with § 2.1.
- c) After the Trial Period ends, the collected data remains accessible in read-only mode for 30 days; inventory runs no longer take place. It is not possible to export the data via the Software during the Trial Period or after its expiration; the disclosure of personal data upon request under data protection law pursuant to the Data Processing Agreement remains unaffected. If an order is placed within this period, the data from the Trial Period will be transferred to the Agreement and will then be available without restriction. Upon expiration of the period, the data will be irrevocably deleted.
- d) §§ 7 (Availability) and 18 (Liability for Material Defects and Legal Defects) do not apply to the Trial Period. Liability is governed by § 19.1, sentence 3. §§ 9, 10, 14, 15, 21, and 22 apply accordingly.

§ 3 Editions, Fees, and Scope of Use

3.1 Basis for Fees. The fees are determined by (a) the edition purchased (Pro, Business, or Enterprise), (b) the number of licensed users, and (c) the licensed data volume. Billing occurs annually. The billing period is the twelve-month period beginning upon provision of the Software and continuing through the start of the following twelve months. The fees are payable in advance for the billing period.

3.2 Scope of Services for the Editions. The scope of functions and services for the subscribed edition is set forth in the edition overview in the version valid at the time the Agreement is concluded, which is provided to the Licensee in text form. The service description at <https://www.docusnap.com> describes the overall scope of functions of Docusnap365; only the functions included in the subscribed edition are provided.

3.3 Users. A user is any natural person for whom an active user account has been set up in the Software. User accounts are personal and may not be shared by multiple people. User accounts are not deleted but rather deactivated to preserve the traceability of the journal; deactivated user accounts do not count as users and may be reactivated. If a person leaves permanently, their account is deactivated; a new account may be created for another person. The data stored for deactivated accounts remains in the journal and is deleted in accordance with § 23.3. Access via the API interface is granted using technical access credentials (Personal Access Tokens) and does not constitute a user. Access via the MCP Server is granted through the respective person's user account.

For partners who, based on a partner agreement with the Licensor, hold or manage licenses for customers in accordance with § 3.5(c), the Licensor provides partner administrator accounts for each customer tenant, which are not counted toward the user quota. A prerequisite is that the account is registered to an email address from a domain of the partner specified in the partner agreement. Partner administrator accounts are intended exclusively for the partner's employees and may not be transferred to the customer's Group of Companies. Accounts that do not meet these requirements count as users.

3.4 Data Volume. Data volume refers to the storage volume of the inventory and documentation data stored in the Licensee's database. Documents uploaded by the Licensee (file storage) and archived data as defined in § 8 are not included in this calculation. The data volume used is measured continuously; an overage occurs as soon as the data volume used exceeds the licensed data volume (§ 3.9). The Licensee can view current usage and a projection at any time in the customer portal.

3.5 License Unit; Use on Behalf of Third Parties.

- a) A license entitles the Licensee to inventory, document, and analyze the IT infrastructure of the Licensee, its affiliated companies as defined in §§ 15 et seq. of the German Stock Corporation Act (AktG), and companies in which the Licensee holds at least a 50% stake (collectively, the "Group of Companies"). In the case of public-law entities, the Group of Companies includes the entity itself as well as its municipal enterprises, institutions, and equity interests under unified management.
- b) A separate license is required for each additional Group of Companies whose IT infrastructure is recorded using the Software. Combining multiple Groups of Companies under a single license is not permitted; this also applies when using the "Organizations" feature, which is intended exclusively for mapping the Licensee's own Group of Companies.
- c) IT service providers and partners may use the Software for their customers provided that a separate license exists for each customer's Group of Companies. The service provider may hold the license in its own name on behalf of the customer, or the customer may purchase the license itself and authorize the service provider to administer it. If the service provider holds the license, it is obligated to permit the customer to use the Software only to the extent specified in this Agreement and is liable for the customer's use as if it were its own.
- d) If the Licensee incorporates the IT infrastructure of another Group of Companies without a separate license, the Licensor is entitled to charge the fee for the respective edition used for

each affected Group of Companies retroactively from the start of use. § 17.8, sentences 1 and 2, apply accordingly.

3.6 Fair Use. “Unlimited” refers to the absence of a numerical limit on use pursuant to § 3.5. Excessive use occurs if the Licensee’s usage in a calendar month exceeds three times the average of all Licensees of the same Edition, particularly with regard to the number of inventoried objects, the number of inventory runs, the volume of data transferred, and/or the files uploaded. In this case, the Licensor shall notify the Licensee in text form, specifying the measured values, and offer a discussion regarding the adjustment of the configuration or a switch to the Enterprise Edition. If the excessive use continues 30 days after receipt of the notification, the Licensor is entitled to technically limit usage to three times the average. Further measures, in particular termination, are excluded on this basis.

3.7 Upgrade. An upgrade of the edition, the number of users, or the data volume within the scope of the offered editions is possible at any time with future effect. The difference in cost through the end of the current billing period will be invoiced at the time of the upgrade.

3.8 Downgrade.

- a) A downgrade (switch to a lower edition, reduction in the number of users, or reduction in data volume within the scope of the offered editions) must be requested via the customer portal no later than 30 days before the end of the current billing period and will take effect at the beginning of the following billing period.
- b) For the downgrade to take effect, the Licensee’s actual usage must comply with the limits of the selected target configuration 24 hours before the end of the current billing period (verification time). The determining factors are the number of active user accounts, the data volume in use, and the use of features not included in the target configuration.
- c) Upon notification of the downgrade and again no later than 14 days before the end of the billing period, the Licensor shall notify the Licensee in text form of the limits to be observed and the actual usage measured at that time. The current values can also be viewed at any time in the customer portal.
- d) If the limits are not met at the time of verification, the downgrade will not take effect. The Agreement will continue with the previous edition and configuration under the previous terms and conditions for one additional billing period. The downgrade declaration is deemed to be renewed for the end of the following billing period unless the Licensee objects to it.
- e) The Licensee’s right to terminate the Agreement pursuant to § 23.1 remains unaffected.
- f) Once a downgrade takes effect, functions and reports reserved for the previous edition will no longer be available. Data that exceeds the thresholds or the retention period of the target configuration will be deleted 30 days after the downgrade takes effect. The Licensor will provide notice of this prior to the downgrade taking effect; the Licensee may export the affected data within this period.

3.9 Exceeding the Data Allowance.

- a) If the data volume used exceeds the licensed data volume, the Licensor shall notify the Licensee without undue delay in text form and indicate the next volume tier of the subscribed edition and its price. Inventory runs shall continue unchanged.
- b) If the excess persists 14 days after receipt of the notification and the Licensee has neither adjusted the data volume by upgrading in accordance with § 3.7 nor reduced it below the licensed volume through data cleanup by that time, the licensed data volume will automatically be increased to the next volume tier of the subscribed edition. The Licensee expressly agreed to this provision at the time of ordering; the prices for all volume tiers of the subscribed edition are part of the order confirmation.
- c) The difference will be calculated on a pro rata basis from the date of the increase until the end of the current billing period. The new volume tier will apply starting with the following billing

period. The prices of the volume tiers agreed upon at the time the Agreement was concluded, adjusted for price adjustments pursuant to § 4, shall apply.

- d) If the highest volume tier of the subscribed edition is reached, there will be no automatic increase. The Licensor shall notify the Licensee and is entitled to suspend the acceptance of additional data if the excess persists after an additional 14 days have elapsed. Read access to existing data, the export of such data, and an upgrade of the edition pursuant to § 3.7 remain unaffected.
- e) A downgrade of the data volume is possible in accordance with § 3.8.

3.10 AI Credits.

- a) Use of the AI functions (§ 9) is based on AI credits. The monthly credit allowance is determined by the Edition purchased.
- b) Credit consumption per operation depends on the processing effort required and is specified in the currently published overview. The Licensor is entitled to adjust the credit consumption per operation in text form with 30 days' notice, provided this is based on changed terms of use for the models employed. If the adjustment results in a reduction of the achievable scope of services by more than 20%, the Licensee is entitled to a special right of termination effective as of the date the adjustment takes effect.
- c) Unused credits from the monthly allowance expire at the end of the calendar month and are not refunded.
- d) The Licensee may purchase additional credits at any time at the then-current prices. Purchased credits do not expire; they are not consumed until the monthly allowance has been used up and remain valid until the end of the Agreement. Upon termination of the Agreement, any unused purchased credits expire; no refund will be issued. If neither the monthly allowance nor a balance of purchased credits is available, the AI functions will not be available until the beginning of the following calendar month or until additional credits are purchased. The remaining functions of the Software remain unaffected.

§ 4 Price Adjustments

4.1 The Licensor is entitled to adjust the contractually agreed-upon prices by a maximum of 15% at the end of the billing period. The Licensor must notify the Licensee of any intended price increase in text form at least 60 days before the end of the billing period. The Licensee then has the option to terminate the Agreement by the end of the billing period, effective as of the end of the billing period, via the customer portal or by email to sales@docusnap.com. If the Licensee does not exercise this right of termination, the price adjustment shall take effect for the future at the start of the new billing period.

4.2 The statutory provisions regarding price adjustments, particularly in the event of interference with the basis of the transaction, remain unaffected. The adjustment of credit usage per transaction pursuant to § 3.10(b) does not constitute a price adjustment within the meaning of this provision.

§ 5 Default in Payment

5.1 If the Licensee defaults on a payment due, the Licensor is entitled, following a reminder and a grace period of 14 days, to restrict access to the active functions of the Software—in particular, inventory management, editing, AI functions, the API interface, and the MCP Server—until payment is made. Read-only access to the Licensee's data and the ability to export such data shall remain possible in all cases. The obligation to pay fees shall continue for the duration of the restriction.

5.2 If, after the grace period has expired, the Licensee remains in default for a further 30 days on an amount equal to at least ten percent of the annual fee, the Licensor may terminate the Agreement extraordinarily. Fees already paid will not be refunded to the extent that the service has been rendered.

5.3 If, after the conclusion of the Agreement, there are reasonable and concrete grounds to believe that the Licensee will be unable to pay fees when due, the Licensor may, subject to the conditions of § 321

of the German Civil Code (BGB), make further performance contingent upon the provision of adequate security or an advance payment.

5.4 Outstanding payment claims do not entitle the Licensor to refuse the return, export, or deletion of the Licensee's data as required under this Agreement or by law. Data protection instructions and regulatory exit obligations remain unaffected.

5.5 Termination in the Event of Suspension of Payments and Insolvency of the Licensee. If the Licensee suspends payments, submits a financial disclosure statement pursuant to § 802c of the German Code of Civil Procedure (ZPO), if a petition to open insolvency proceedings concerning its assets is filed or withdrawn, if such a petition is dismissed for lack of assets, or if opened proceedings are terminated, the Licensor is entitled to terminate the Agreement extraordinarily with immediate effect, provided that the German Insolvency Code (InsO) does not preclude this. After the filing of an admissible petition to open insolvency proceedings, the admissibility of a termination due to default in payment or a deterioration in the Licensee's financial circumstances shall be governed by §§ 112, 119 of the Insolvency Code (InsO); a default in payment occurring after the filing of the petition—in particular with respect to fee amounts becoming due after the filing of the petition (§ 5.2)—entitles the Licensor to terminate the agreement even during this period. The Licensee's rights under § 5.1, sentence 2, as well as the right to return and export its data under § 5.4 and §§ 23.3, 23.4, and 24, remain unaffected by termination.

§ 6 Downloading and Installing the Docusnap Enterprise Gateway (DEG)

6.1 The Licensee may download the Docusnap Enterprise Gateway to its Docusnap365 account.

6.2 The Licensee shall install the DEG, unless otherwise agreed. The Licensee is advised that the Software will function properly only if the DEG is running on the Licensee's system; the Licensee is responsible for ensuring this. The Licensee is responsible for installing updates. Regular updates must be installed within 30 days of their release, and security updates must be installed without undue delay; the Licensor provides release information for each update and supports the preceding major version for at least 90 days.

§ 7 Availability

7.1 The Licensor warrants an availability of the Software of 99.0% per calendar month for the Pro and Business editions and 99.5% for the Enterprise edition. Availability is defined as the Licensee's ability to access the SaaS web portal and use the main functions of the subscribed edition. Availability is measured at the point where the Software connects to the Internet.

7.2 The following do not constitute unavailability:

- a) scheduled maintenance work totaling up to 2 hours per calendar month, which is announced at least five business days (Monday through Friday, excluding statutory holidays at the Licensor's headquarters; "business days") in advance on the status portal and is performed outside the hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CET/CEST;
- b) unavailability for which the Licensee is responsible, including disruptions to the Docusnap Enterprise Gateway or the Licensee's network;
- c) Internet disruptions beyond the control of the Licensor and its subcontractors;
- d) disruptions to the cloud infrastructure and networks of the Licensor's cloud providers; the parties agree that the Licensor's services depend on third-party cloud providers;
- e) force majeure pursuant to § 19.9;
- f) unavailability of individual beta features (§ 11), AI functions (§ 9), and third-party services connected via API or MCP Server (§ 10).

7.3 The Software is operated in data centers within the European Union. The Licensor uses third-party cloud infrastructure for this purpose; the respective provider is specified in Annex II (Subcontractors) to

the Data Processing Agreement. Outages of this infrastructure are not considered unavailability pursuant to § 7.2(d).

7.4 Service Credits. If the availability in a calendar month falls below the committed availability, the Licensee shall receive a credit equal to one-twelfth of the fees owed for the current billing period, scaled according to the percentage by which the availability fell short:

Shortfall from the committed availability	Pro and Business (99.0%)	Enterprise (99.5%)
Up to 0.5 percentage points – 5% credit	Below 99.0% to 98.5%	Below 99.5% to 99.0%
More than 0.5 to 1.5 percentage points – 10% credit	Below 98.5% to 97.5%	Below 99.0% to 98.0%
More than 1.5 percentage points – 20% credit	Below 97.5%	Below 98.0%

The credit must be claimed in text form within 30 days after the end of the affected calendar month and will be applied to the next invoice or paid out upon termination of the Agreement. The credit is considered a lump-sum reduction; any further claims for reduction due to unavailability are excluded. Claims for damages under § 19 and the right to terminate under § 7.5 remain unaffected. Measurements are taken at five-minute intervals in CET/CEST; an interval is considered unavailable if the automated test of the main functions fails. The failure of individual functions is considered unavailability to the extent that it significantly restricts the intended use of the Software. The Licensee may view the measured values retroactively for 90 days at status.docusnap.com.

7.5 If availability falls below the committed availability level for three consecutive calendar months or below 95% in a single calendar month, the Licensee is entitled to terminate the Agreement extraordinarily.

7.6 Any unavailability must be reported to the Licensor without undue delay. A higher committed availability for the Enterprise Edition may be agreed upon in the order confirmation; the tiered structure under § 7.4 then applies based on the agreed-upon value.

§ 8 Archive and Update Interval

8.1 The Software archives historical inventory data (“Archive Data”) for the duration specified in the subscribed Edition (Pro: 3 years, Business: 5 years, Enterprise: 10 years), calculated from the date of archiving. Archive Data is not counted toward the data volume specified in § 3.4.

8.2 Archive data that exceeds the archiving period of the subscribed edition is automatically deleted. The Licensee may back up Archive Data before expiration using the Software’s export functions. In the event of a downgrade, § 3.8(f) applies.

8.3 The archive is a feature of the Software designed to track historical states. It is not intended for data backup; the restoration of the data set is governed exclusively by § 19.5.

8.4 Responsibility for compliance with statutory or regulatory retention obligations remains with the Licensee. Upon termination of the Agreement, § 23.3 applies.

8.5 Update Interval. The Licensee may freely schedule inventory jobs in the Docusnap Enterprise Gateway; the minimum scheduling unit is 15 minutes. The transfer of the captured data from the Docusnap Enterprise Gateway to the Software occurs at the transfer interval specified for the subscribed edition (Pro: every 24 hours, Business: every 12 hours, Enterprise: every 6 hours). Manually initiated jobs are transferred immediately upon completion, regardless of the transfer interval. The duration and success of an inventory job depend on the availability, size, and configuration of the Licensee’s systems; the Software is not obligated to ensure that the data displayed is up to date.

§ 9 AI-Based Functions

9.1 Scope. The Software contains features based on artificial intelligence methods, in particular large language models (“AI functions”). These features generate content (“AI results”) based on the data stored in the Software and the Licensee’s inputs.

9.2 Nature of the Results. AI results are generated using probabilistic methods. Despite careful development, they may be incomplete or factually incorrect, unsuitable for a specific purpose, and may differ even when the input is identical. The Licensor does not owe the accuracy, completeness, timeliness, reproducibility, or suitability of AI results for any specific purpose. No guarantee or assurance is given in this respect.

9.3 Obligation to Verify. The Licensee is obligated to verify the accuracy and suitability of AI results prior to their use. This applies in particular where AI results are used as a basis for decisions, for documentation provided to third parties, or for evidence submitted to regulatory authorities, public accountants, auditors, or certification bodies. Any use of unverified results is at the Licensee’s own risk.

9.4 No Advice. AI results do not constitute legal advice, a security assessment, or confirmation of compliance with legal, regulatory, or normative requirements (in particular, not ISO/IEC 27001, NIS2, GDPR, or TISAX). Responsibility for compliance with such requirements and for the accuracy of evidence provided to third parties remains with the Licensee.

9.5 Liability. § 19 applies. If damage results from the use of AI results that the Licensee has not reviewed or has not reviewed sufficiently in violation of § 9.3, this breach shall be taken into account as contributory negligence in the allocation of damages pursuant to § 254 of the German Civil Code (BGB).

9.6 Subcontractors. The Licensor uses third-party services to provide the AI functions. The providers used, the processing locations, and any changes thereto are set forth in Annex II (Subcontractors) to the Data Processing Agreement.

9.7 No Training with Customer Data. The Licensor ensures that the Licensee’s data, including inputs into AI functions and the AI results generated therefrom, are not used for training or improving AI models, either by the Licensor or by the providers engaged pursuant to § 9.6.

9.8 Transparency. AI results are labeled as such within the Software. To the extent that the Licensee interacts with AI functions via a dialog feature, this interaction is made clearly identifiable. The Licensee shall ensure that its users are informed about the use and limitations of the AI functions (Art. 4 of Regulation (EU) 2024/1689 – “AI Act”).

9.9 Obligations of the Licensee. The Licensee shall not use the AI functions for practices prohibited under Article 5 of the AI Act and shall not enter any data that violates applicable law or the rights of third parties. If the Licensee uses AI results in a manner that constitutes the use of a high-risk AI system as defined by the AI Act, the Licensee shall be subject to the resulting deployer obligations. § 15.3 applies accordingly. § 21.5 applies to the logging of AI inputs for the purpose of detecting misuse.

9.10 Modification and Discontinuation. The Licensor is entitled to modify, replace, or discontinue the models and procedures underlying the AI functions. § 12.1 applies accordingly.

§ 10 MCP Server

10.1 The MCP Server enables the Licensee to connect its own applications and AI agents to the Software. The selection, configuration, and operation of these applications, as well as the management of the access credentials used for this purpose, are the sole responsibility of the Licensee. The Licensor is responsible, under this Agreement, for the operation of the MCP Server and the API interface up to the handoff point to the connected application, including authentication, verification of the respective user account’s permissions, and logging of accesses.

10.2 Upon establishing the connection, the Licensee transmits data from the Software to the respective third party. This transmission is carried out in the Licensee's own name and under the Licensee's own responsibility and is not subject to the Data Processing Agreement concluded with the Licensor. The Licensor is not liable for processing by connected third parties.

§ 11 Beta Features and Announced Features

11.1 If the Licensee uses beta features (features that the Licensor makes available on a trial basis), the Licensee agrees that the Licensor is not obligated to ensure the proper functioning of these features. The beta features are not part of the scope of functionality required under § 3.2. Furthermore, there is no entitlement to the continued availability of these features.

11.2 Features that the Licensor announces as planned, under development, or "Coming soon" are not the subject matter of this Agreement. Their availability, timing, and assignment to specific editions are non-binding and do not constitute an agreement regarding quality or characteristics. This also applies to pre-release versions of AI functions.

§ 12 Further Development of the Software and Support

12.1 The Software is continuously being further developed and updated. For the Docusnap Enterprise Gateway, the Licensor provides updates via the update function; § 6.2 applies to their installation. As part of further development, the Licensor may introduce new features and modify existing ones; as a result, the features and visual appearance of the Software may change. The Licensor may remove essential features of the subscribed edition as specified in the edition overview (§ 3.2) only if it provides an equivalent replacement or announces the removal in text form with at least three months' advance notice; in the latter case, the Licensee is entitled to a special right of termination effective upon the removal, with a pro-rata refund of prepaid fees. There is no entitlement to customer-specific enhancements. The reassignment of a feature included in the licensed edition at the time of conclusion of the Agreement to a higher edition shall be deemed a removal of that feature with respect to the Licensee; sentence 4 applies accordingly.

12.2 A Service Desk is available to the Licensee on business days (Monday through Friday, excluding statutory holidays at the Licensor's headquarters and any non-business days) between 8:00 a.m. and 5:00 p.m. CET/CEST (UTC+1/UTC+2). During these hours, the Licensor will also respond to problem reports and inquiries received from the Licensee via email. The support channels, priority levels, and response times for each edition are set forth in Annex 1 (Support).

12.3 The Licensee shall describe any issues arising from the application or use of the Software in as much detail as possible, including a description of the problem symptoms and the preceding instructions given to the Software. The Support and Service Desk provide services within the scope of resolving individual issues. The Support and Service Desk do not provide training; training and other services are governed by Annex 2 (Professional Services). The Licensee shall support the Licensor in every respect in the performance of the services under this Agreement and, in particular, shall provide information for troubleshooting that clarifies the specific circumstances under which the problem occurred. To the extent that the Licensor is obligated to provide services that require it to access the Licensee's IT system via remote data transmission, the Licensee shall enable the necessary access to the Software via the Internet. Access shall be provided via an encrypted connection.

12.4 The Licensor is entitled to have support services provided by third parties.

§ 13 Docusnap Academy

13.1 Subject Matter. Under the name "Docusnap Academy," the Licensor offers an online learning platform with training content for the Software ("Academy"). The Academy is available in two versions: a free version with a basic selection of content ("Basic Version") and a paid version with an expanded course offering ("Extended Version"). Which content is assigned to which version is specified in the published course overview.

13.2 Basic Version. The Basic Version is provided free of charge. Access requires registration with a personal account. The Licensor may change the scope and access requirements of the Basic Version at any time, transfer individual content to the Extended Version, or discontinue the Basic Version entirely. There is no entitlement to its provision. § 18 does not apply to the Basic Version, and § 19.1, sentence 3, applies accordingly. §§ 13.6, 13.7, and 13.9 also apply to the Basic Version.

13.3 Extended Version – Licenses. Access to the Extended Version is granted to the Licensee on a rental basis for the term specified in § 13.4. Academy licenses are tied to specific individuals and are purchased per Group of Companies (§ 3.5). Each license entitles one named individual from the Licensee's Group of Companies to use the Extended Version. Shared access by multiple individuals is not permitted. A license may be transferred to another individual if the previous user permanently ceases use.

13.4 Term and Renewal. Academy licenses have a term of twelve months from the date of provision. They are automatically renewed for additional twelve-month periods unless terminated no later than 30 days prior to the expiration of the respective term via the customer portal or by email to sales@docusnap.com. Payment must be made in advance for the term. § 23.2 and § 4 apply accordingly. Access to the Basic Version remains unaffected upon expiration of the license.

13.5 Change in the Number of Licenses. The number of Academy licenses may be increased at any time; additional licenses are billed on a pro-rata basis until the end of the current term and expire at that time. A reduction is possible at the end of the current term with 30 days' notice; § 3.8 does not apply in other respects.

13.6 Content. The Licensor determines the scope, selection, structure, language, and updates of the content for both versions, as well as their assignment to the Basic or Extended Version. The scope of the Extended Version is determined by the course overview valid at the time of booking. The Licensor may update, restructure, supplement, or replace content with equivalent content; there is no entitlement to specific individual courses, formats, or languages. If a substantial portion of the course offerings available for the Extended Version at the time of booking is discontinued without an equivalent replacement, the Licensee may terminate the Academy licenses extraordinarily; the fee will be refunded on a pro-rata basis. The courses may include learning quizzes with automatic evaluation, progress indicators, and certificates of successful completion; The scope and prerequisites are set forth in the course overview. Certificates attest to the completion of the respective course at the Academy and do not constitute state-recognized degrees. Individual questions regarding course content will not be answered; the support described in Annex 1 pertains exclusively to the Software. The content is intended for Software training and does not constitute an agreement regarding the quality of the Software; § 9.4 applies accordingly.

13.7 Rights of Use. The Academy's content is protected by copyright. Users may use them exclusively for their own training. Reproduction, recording, disclosure to third parties, public performance, and use for one's own or third-party training offerings are prohibited. §§ 14.2 and 14.3 apply accordingly. In the event of violations, the Licensor is entitled to block the affected user's access; § 15.7 applies accordingly.

13.8 Enterprise Edition. Licensees of the Enterprise Edition automatically receive access to the Extended Version for all users in accordance with § 3.3 for the duration of their Enterprise license; separate Academy licenses are not required for this. Access is granted as a complimentary additional service to the Enterprise license; no portion of the Enterprise license fee is allocated to this, and its discontinuation does not affect the fee. Access is tied to the respective user account and ends upon its deactivation, upon the effective date of a downgrade from the Enterprise Edition, or upon the termination of the Agreement. Partner administrator accounts pursuant to § 3.3, paragraph 2, are not included.

13.9 Provision. The Academy may be operated on a third-party platform; the provider is specified in Annex II (Subcontractors) to the Data Processing Agreement. § 7 does not apply to the Academy; the Licensor shall make the Extended Version available continuously throughout the term, although brief

interruptions for maintenance and troubleshooting are permitted and will be announced whenever possible. §§ 18 through 20 apply accordingly to the Extended Version.

13.10 Personal Data. The processing of personal data of users of the Extended Version and of users authorized under § 13.8 (in particular, name, email address, learning progress, quiz results, and issued certificates) is carried out within the framework of the Data Processing Agreement, which remains in effect for this purpose for the duration of the Academy license and the subsequent handling of the data in accordance with § 23.3; upon termination of the license or access, this data will be handled in accordance with § 23.3. The Licensor's privacy policy at <https://www.docusnap.com/datenschutz/> applies to registration and use of the Basic Version.

13.11 Independence. The provisions of this section constitute a contract regarding the Academy that is legally independent of the license for the Software. If the contract regarding the Academy is wholly or partially invalid or is rescinded, the remainder of the License Agreement, including the obligation to pay for the Software, remains unaffected; § 139 of the German Civil Code (BGB) does not apply in this regard. The parties would have entered into the License Agreement even without the provisions regarding the Academy.

§ 14 Rights of Use

14.1 The Licensee has the non-exclusive, non-transferable right to use the Software within the scope of this License Agreement and to the extent licensed pursuant to § 3. The foregoing right of use is limited in time to the term of the Agreement. With respect to the reading, transition, and retrieval periods specified in §§ 23.3, 23.4, and 24, a right of use limited to retrieval, export, and transfer shall continue to apply; with respect to the reading period specified in § 2.3(c), it is limited to read-only access.

14.2 The Software may not be transferred to third parties, decompiled, disassembled, or reverse engineered without the Licensor's consent, unless expressly permitted by this License Agreement or by law. If reverse engineering, decompilation, or disassembly (hereinafter referred to as "decompilation") is necessary to achieve interoperability with other computer programs, the Licensee must contact the Licensor prior to decompiling the Software and request that the Licensor provide the information necessary to achieve such interoperability. If the Licensor provides this information regarding interoperability without undue delay, the Licensee is not entitled to decompile the Software.

14.3 The Licensee is not authorized, either directly or through a third party, to:

- a) sublicense, sell, rent, lend, or lease the Software or any part thereof. This does not apply to granting permission for use to the customer's Group of Companies for which the Licensee holds the license pursuant to § 3.5(c); § 3.5(c), sentence 3, remains unaffected;
- b) modify the Software in whole or in part or create derivative works based in whole or in part on the Software;
- c) to remove or circumvent the Software's existing protection mechanisms against unauthorized use, unless this is necessary to ensure trouble-free operation. Copyright notices, serial numbers, and other features serving to identify the Software may also not be removed or altered. The same applies to suppressing the on-screen display of such features;
- d) to use the Software to monitor the IT infrastructure of a Group of Companies for which no license exists under § 3.5;
- e) to publish performance or comparative measurements of the Software or make them available to third parties;
- f) to use the Software, its documentation, data structures, templates, and program components for training AI models or for developing a product that competes with the Software. The Licensee's use of its own data, including its inventory data, exports, and the reports and AI results generated from them, for its own purposes—including its own analyses and AI applications—remains unaffected.

14.4 The Licensee may use, edit, and disclose to third parties, without any time limit or restriction, any reports, exports, documentation, and AI results that the Licensee generates from its data using the Software; the Licensor claims no rights to these, provided they do not contain protected components of the Software or its documentation. No exclusive legal rights to AI results are granted.

§ 15 Obligations of the Licensee

15.1 The Licensee must protect and safeguard its access credentials for the Software from unauthorized access by third parties in accordance with the state of the art. The same applies to the Personal Access Token (PAT) for accessing the API and to access credentials for the MCP Server. The Licensee agrees to change or regenerate without undue delay the access credentials and the PAT in the event of loss. A new PAT can be generated within the Software, causing the old PAT to become invalid. The Licensee agrees to choose a secure password and to use reasonable security measures (e.g., two-factor authentication).

15.2 The Licensee shall ensure that the Software is used only to the extent contractually agreed upon. Any unauthorized access must be reported to the Licensor without undue delay.

15.3 The Licensee is obligated and warrants not to store any data in the Software whose use violates applicable law, official orders, the rights of third parties, or agreements with third parties, and shall indemnify the Licensor against claims by third parties arising from a breach of this obligation for which the Licensee is responsible, to the extent of the Licensee's share of causation. The Licensor shall inform the Licensee without undue delay of any claims asserted, coordinate the defense with the Licensee, and enter into settlements only with the Licensee's consent, which may not be unreasonably withheld.

15.4 The Licensee shall scan the data for viruses or other malicious components before storing it in the Software and shall use state-of-the-art measures (e.g., antivirus programs) for this purpose.

15.5 The Licensee must comply with the maximum limits for API requests per calendar month as specified in the edition overview, as well as with the documentation available at <https://docs365.docusnap.com>. Upon reaching 80% of the maximum limit, the Licensor shall notify the Licensee in text form. If the limit is exceeded, the Licensor is entitled to throttle or reject further requests until the end of the month. The Licensee may increase the quota at any time by upgrading in accordance with § 3.7. Throttling and blocking do not apply to exports pursuant to §§ 23.3 and 24, nor to obligations to cooperate pursuant to Annexes 3 and 4. The API interface and the MCP Server may be used exclusively for their intended purpose; in the event of misuse, the Licensor is entitled to block access or take other appropriate measures.

15.6 The Licensee must use the Software in accordance with this License Agreement and refrain from any action that jeopardizes the availability and security of the Software; in particular, the Licensee may access the Software only to the extent necessary to fulfill the purpose of the Agreement. This applies in particular to access to the Software via the API interface and the MCP Server.

15.7 In the event of a breach by the Licensee of the obligations set forth in §§ 15.2, 15.3, 15.4, 15.5, and 15.6, the Licensor is entitled to take appropriate measures to protect the Software and to restrict and/or block access to the Software. The Licensee must be notified without undue delay.

§ 16 Interoperability and Impact on Systems or Networks

16.1 The Software was developed and tested by the Licensor to the best of its knowledge and belief. Nevertheless, the Licensor cannot simulate all possible system and software environments or test the Software for full and lasting compatibility. The Licensee must ensure that the Software is tested by qualified IT personnel prior to initial use, particularly with regard to interoperability with other computer programs and the effects on systems and networks. For updates to the Docusnap Enterprise Gateway, the Licensee may review the provided release notes and test the update in a test environment prior to production installation; security updates are excluded from this provision (§ 6.2). If the Licensee fails to perform this testing, any resulting damages shall be apportioned in accordance with § 254 of the German Civil Code (BGB).

16.2 The Licensee must notify the Licensor without undue delay if any anomalies arise during the use of the Software, particularly in the event of incompatibilities and adverse effects on systems and networks.

§ 17 Verification of the Licensed Scope and Right to Audit

17.1 The Licensor verifies compliance with the licensed scope pursuant to §§ 3 and 15.5 (Edition, Users, Data Volume, AI Credits, API Requests) by measuring usage within the Software. The measured values are available to the Licensee in the customer portal.

17.2 To verify compliance with the license unit as defined in § 3.5, the Licensor is entitled to request information from the Licensee regarding whether the registered systems belong to its Group of Companies and to request appropriate evidence (e.g., extracts from the commercial register, ownership structures, corporate organizational chart). If there is reasonable suspicion of use by third parties without a separate license, the Licensor is entitled to verify compliance with the terms of the agreement by conducting an audit in accordance with §§ 17.3 through 17.7.

17.3 Audits may be conducted upon prior notice with a reasonable period of at least four weeks. The audits must be conducted during the Licensee's normal business hours and must not unreasonably interfere with the Licensee's business operations.

17.4 The Licensee agrees to provide the information necessary to conduct the audit and to make available the necessary documents as well as access to the relevant systems and data. The scope of the documents and systems to be audited is limited to what is necessary to verify compliance with the Agreement and adherence to the agreements.

17.5 The audit shall be conducted by professionally qualified individuals designated by the Licensor. These individuals are bound to maintain confidentiality regarding all information obtained in the course of the audit. The Licensee may object to the designation of certain individuals for compelling reasons.

17.6 The Licensor shall bear the costs of the audit, provided that the audit does not reveal any material breaches of contractual agreements. If material breaches are identified, the Licensee shall bear the audit costs.

17.7 The right to conduct audits shall remain in effect for the duration of the contractual relationship. After the Agreement ends, this right shall be limited for two years to the provision of information and the submission of existing documents regarding use during the term of the Agreement; access to the Licensee's systems shall no longer be permitted.

17.8 The results of the audit shall be documented in text form and communicated to both contracting parties. If any exceedances of the licensed scope are identified, additional fees for the edition and configuration actually used must be paid retroactively from the first date of the exceedance; any fees already paid shall be credited. Exceedances of the data volume are conclusively governed by § 3.9; in this regard, no additional billing pursuant to sentence 2 shall take place. In the event of the inclusion of additional Groups of Companies without a license, § 3.5(d) shall apply.

§ 18 Liability for Material Defects and Legal Defects

18.1 Technical data, specifications, and performance claims in public statements, particularly in advertising materials, do not constitute representations of quality. The functionality of the Software is governed by the service description, which can be viewed on the Licensor's website at <https://www.docusnap.com>, the edition overview (§ 3.2), and any supplementary agreements made in this regard.

18.2 The Licensor warrants the functionality of the Software only within the scope of the applicable system requirements, which can be viewed on the website <https://www.docusnap.com>.

18.3 The Licensor warrants that the Software will maintain the contractually agreed-upon quality throughout the term of the Agreement and that no third-party rights will interfere with the use of the Software in accordance with the Agreement. The Licensor will remedy any material defects or legal defects in the Software within a reasonable time.

18.4 The Licensee is obligated to notify the Licensor in text form of any defects in the Software without undue delay upon their discovery. In the case of material defects, this notification must include a description of when the defects occurred and the specific circumstances.

18.5 No-fault liability for defects already existing at the time the Agreement is concluded pursuant to § 536a(1) BGB is excluded. The Licensor's liability for fault remains unaffected.

18.6 Claims for defects during the Trial Period (§ 2.3) and for all other versions provided free of charge, as well as for beta features (§ 11), are excluded.

§ 19 Liability

19.1 The Licensor shall be liable only in cases of intent, gross negligence, and negligent breach of essential contractual obligations, the fulfillment of which is essential for the proper performance of the Agreement and on the observance of which the contracting party may regularly rely (cardinal obligations). The Licensor shall be liable without limitation for damages resulting from injury to life, limb, or health. During the Trial Period (§ 2.3), the Licensor is liable exclusively for intent and gross negligence; there is no liability for simple negligence. All exclusions and limitations of liability in this Agreement and its annexes, including §§ 9.5, 13.2, 13.9, 16.1, 19.5 through 19.7, do not apply in cases of intent, gross negligence, culpable injury to life, body, or health, to the extent of a guarantee assumed by the Licensor, or in cases of mandatory statutory liability. The Licensor shall be liable for the fault of its vicarious agents in accordance with statutory provisions within the scope of this § 19. If the Licensee has contributed to the occurrence or increase of damage, the allocation of liability shall be governed by § 254 of the German Civil Code (BGB).

19.2 In cases of simple negligence, the Licensor's liability per claim is limited to the foreseeable damage typical for this type of contract, up to a maximum of €500,000.

19.3 Liability under the German Product Liability Act (ProdHaftG) remains unaffected by the preceding paragraphs.

19.4 The Licensor shall exercise the standard of care customary in the industry. In determining whether the Licensor is at fault, the Licensee and the Licensor agree that software cannot be created without technical errors.

19.5 The Licensor is liable for data loss only if such loss results from a breach of duty on its part and the Licensee cannot restore the data by other means. The Licensor creates daily backups of the data and retains them for the period specified for the subscribed edition (Pro: 7 days, Business: 14 days, Enterprise: 30 days). Within this period, the Licensee may request the restoration of the data to a backed-up daily state. The restoration completely replaces the current data; a partial restoration is not required. One restoration per billing period that is not due to a breach of duty by the Licensor is included in the fee; additional restorations will be billed on a time-and-materials basis in accordance with Annex 2. The Licensor shall not be liable if the data loss is attributable to incorrect operation of the API interface or connected applications (§ 10).

19.6 The Licensor shall not be liable for damages resulting from the Licensee's failure to fulfill its obligations under § 15, in particular for the Licensee's failure to adequately secure its account.

19.7 The Licensor shall not be liable for third-party components, services, and applications that the Licensee has selected, procured, or connected via the API interface or the MCP Server (§ 10). The Licensor shall be liable for outages and disruptions of the third-party cloud infrastructure used pursuant to § 7.3 only to the extent that it is at fault in the selection, instruction, or supervision of the cloud provider;

attribution of the cloud provider's fault pursuant to § 278 of the German Civil Code (BGB) is excluded in this regard. The Licensee's rights under § 7 (Service Credits) and § 19.9 remain unaffected.

19.8 The foregoing provisions also apply in favor of the Licensor's vicarious agents and officers.

19.9 Neither party shall be liable for the non-performance or delayed performance of its obligations under this Agreement to the extent that such non-performance or delayed performance is attributable to an extraordinary, unforeseeable, and unavoidable event beyond its control (force majeure). Force majeure may include, in particular but not exclusively: war, terrorism, riots, pandemics, and epidemics, natural disasters, fires, explosions, failures in the power supply or public telecommunications networks, strikes and lockouts by third parties, as well as acts or omissions by authorities on which necessary permits depend, significant operational disruptions (e.g., power supply, internet, services provided by third parties, in particular cloud providers), and delayed or defective deliveries. Each party shall use reasonable efforts to minimize the duration and consequences of service interruptions or delays resulting from an event of force majeure. In such a case, the obligations shall be suspended until the force majeure and its consequences have been resolved; for the duration of any resulting unavailability, the Licensee's obligation to pay fees shall be suspended on a pro rata basis. If the force majeure event continues uninterrupted for more than 60 days, both parties are entitled to terminate the agreement with 14 days' notice; prepaid fees will be refunded on a pro rata basis. In the event of force majeure, the Licensor is not obligated to have technicians work at times or in locations where their safety or health could be endangered.

§ 20 Limitation Period

The Licensee's claims for defects and damages shall become time-barred within twelve months from the statutory commencement of the limitation period, unless a shorter limitation period is provided by law. Claims for performance, claims for return, export, and deletion of data, as well as claims arising from billing, are subject to the statutory limitation period. Excluded from this are claims arising from intentional or grossly negligent breach of duty, fraud, a guarantee assumed by the Licensor, and claims for damages resulting from injury to life, limb, or health. Also excluded are claims for damages arising from a breach of essential contractual obligations due to simple negligence (cardinal obligations, i.e., obligations whose fulfillment is essential for the proper performance of the Agreement and on whose compliance the contracting party may reasonably rely), to the extent that such claims involve damage that is typically foreseeable under the Agreement. In these cases, the statutory limitation periods apply.

§ 21 Data Protection and Information Security

21.1 The Licensor undertakes to comply with applicable data protection laws, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

21.2 For the purposes of customer service, support, and Software improvement, the Licensor collects usage data from the Docusnap365 interface (specifically, which modules and features are used) using a product analytics and onboarding solution. This data is collected using a pseudonymous user ID; names, email addresses, IP addresses, and inventory data are not transmitted. The identification can be linked to a specific person only by the Licensor via a separately stored, access-restricted mapping and is done solely for error analysis at the Licensee's request or for the detection of misuse; evaluations are performed on an aggregated basis. The processing is carried out within the framework of the Data Processing Agreement on behalf of the Licensor. Further information, including regarding the right to object, is available in the privacy policy at <https://www.docusnap.com/datenschutz/>. The logging of AI inputs is governed exclusively by § 21.5.

21.3 Upon conclusion of this License Agreement, the Licensee and the Licensor simultaneously enter into the Data Processing Agreement pursuant to Article 28(3) of the GDPR, which is available at the link <https://www.docusnap.com/trustcenter>. If the Licensee holds the license pursuant to § 3.5(c) for a customer's Group of Companies, the Licensee acts as a data processor for that customer in relation to the Licensor; in this case, the Licensor acts as a subprocessor.

21.4 The Licensor operates an information security management system certified in accordance with ISO/IEC 27001, the scope of which covers the Licensor and the operation of the Software. Upon request, the Licensor shall provide the Licensee with the valid certificate. Each Licensee's data is stored in a separate database and storage area. The Licensor shall notify the Licensee without undue delay in text form if the certification is revoked or suspended. If it is not reinstated within six months, the Licensee shall have a special right of termination. The technical and organizational measures are set forth in Annex I (Technical and Organizational Measures) to the Data Processing Agreement.

21.5 Inputs into AI functions and the resulting AI outputs are logged for the purpose of detecting and preventing misuse (§§ 9.9, 15). The logs are retained for 90 days and subsequently deleted, unless they are needed for a longer period to investigate a specific suspicion of misuse. Access is restricted to a strictly limited group of the Licensor's employees who are bound by confidentiality obligations and is granted only in the event of automated indications of misuse or at the Licensee's request. The logs are not used for training or improving AI models (§ 9.7) and are not disclosed to third parties unless required by law.

§ 22 Confidentiality

22.1 The parties mutually undertake, with respect to all information, documents, data, and findings received from the other party in the course of the contractual relationship (hereinafter collectively referred to as "Confidential Information") that have been designated as confidential or whose confidentiality is implied by the circumstances—regardless of the form of transmission (e.g., in writing, orally, electronically)—to treat such information as strictly confidential, to use it solely for the performance of the contractual relationship, and not to disclose it to third parties. This applies in particular to Confidential Information comprising business, technical, financial, legal, and other information not available to the public. Disclosure to employees, affiliated companies, subcontractors, consultants, auditors, and inspectors is permitted to the extent that they require the information to perform the Agreement or to fulfill legal or regulatory obligations and are bound by confidentiality obligations; the same applies to disclosure to competent authorities to the extent required by law.

22.2 Excluded from this obligation is information that (a) was already generally known or publicly available at the time of receipt, (b) becomes generally known or publicly available after receipt without a breach of this Agreement, (c) was already known to the respective receiving party prior to receipt without any confidentiality obligation, or (d) can be proven to have been developed by the receiving party independently and without reference to the information received, (e) must be disclosed pursuant to an official or court order or due to statutory provisions, in which case the receiving party must, to the extent legally permissible and reasonable, notify the disclosing party in advance of the disclosure obligation so that the latter may take legal action. Statutory disclosure obligations remain unaffected.

22.3 Each party undertakes to implement appropriate technical and organizational measures to protect the Confidential Information, at least in accordance with the state of the art. Upon termination of the Agreement, all Confidential Information received must be returned without undue delay upon request or—to the extent technically possible—deleted; this does not apply to the extent that statutory retention obligations preclude such action. § 23.3 applies to the Licensee's data in the Software.

22.4 The confidentiality obligation shall continue for a period of five years after the termination of the Agreement; for trade secrets within the meaning of the Trade Secrets Act (GeschGehG), it shall apply for as long as the information constitutes a trade secret. Statutory obligations regarding the protection of personal data shall remain in effect regardless of the foregoing.

§ 23 Term and Termination of the Agreement

23.1 The rental agreement is entered into for an indefinite term. It may be terminated by either party at any time effective at the end of the billing period via the customer portal or by email to sales@docusnap.com.

23.2 The right of extraordinary termination for good cause remains unaffected. Good cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties,

the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed termination date.

23.3 Termination of the Agreement, Data Return, and Deletion.

- a) Upon termination of the Agreement, the right of use under § 14 shall cease. The Licensor shall retain the Licensee's data, including archived data, in read-only access for 30 days after the end of the Agreement. During this period, the Licensee may retrieve their data via the Software's export functions in JSON format as well as in the other formats offered there. New inventory runs and write access will no longer take place.
- b) Upon expiration of the period specified in subparagraph (a), the Licensor shall delete all of the Licensee's data, including backups, within a further 30 days, provided that no statutory retention obligations preclude such deletion. Upon request, the Licensor shall confirm the deletion in text form.
- c) Outstanding payment claims do not affect the rights under (a) and (b) (§ 5.4, first sentence).
- d) At the Licensee's request, the Licensor will assist with the export or migration of the data against fees on a time-and-materials basis in accordance with Annex 2. There is no entitlement to provision in formats other than those offered.

23.4 Procedure Following Termination. Following termination, the following phases shall occur sequentially: (a) regular use until the termination takes effect or, in the event of a request for a change, until the expiration of the period specified in § 24.1; in the case of § 24.1, sentence 3, until the earlier of these two dates; (b) if requested, a transition phase pursuant to § 24.2, Annex 3, § 12(6), or Annex 4, § 11, during which the Software is provided under the previous terms and conditions; (c) a 30-day access period (90 days if Annex 3 applies), which begins at the end of phase (a) or, if a transition period applies, at the end of that period; (d) deletion pursuant to § 23.3(b). Each period begins only at the end of the preceding phase. Academy licenses under § 13 shall continue independently until the end of their own term; § 13.8 remains unaffected.

§ 24 Change of Provider and Data Transfer

24.1 Request to Switch. The Licensee may at any time, by providing two months' notice in text form, request a switch to another provider, the transfer of its data to its own environment, or the termination of use with deletion of its data (request to switch); the Licensee may specify a shorter notice period. The request to switch shall also be deemed a termination of the Agreement effective upon completion of the switching process pursuant to § 24.2, or, in the case of deletion, upon expiration of the notice period specified in the first sentence. If a termination pursuant to § 23.1 is declared at the same time, the earlier of the two termination dates shall apply for the termination of the Agreement.

24.2 Transition Period. Upon expiration of the period specified in § 24.1, but no later than the effective date of a termination declared at the same time pursuant to § 23.1 (§ 24.1, sentence 3), a transition period of 30 calendar days shall begin, during which the Licensor shall provide the Software unchanged, provide reasonable support for the transition, and ensure a high level of data security. If it is technically impossible to complete the transition within the transition period, the Licensor shall notify the Licensee of this within 14 business days of the request for transition, stating the reasons; the transition period shall then be extended once by the necessary period, up to a maximum of seven months. The Licensee may extend the transition period once by a period of its choosing that it deems more appropriate for its own purposes.

24.3 Exportable Data. The Licensor shall provide the Licensee with all exportable data and digital assets in a structured, commonly used, and machine-readable format (JSON as well as the other formats offered in the Software). The following, and only the following, are exportable: inventory data, documentation, Software configurations, Archive Data, uploaded documents, the tenant's user and authorization structure, as well as reports and AI results generated by the Software. The Software itself, its structure, templates, and program components are not exportable.

24.4 Retrieval Period. Upon completion of the transition phase, the Licensor shall make the data available for retrieval for a period of 30 calendar days (or 90 calendar days if Annex 3 applies). Thereafter, § 23.3(b) shall apply. During the transition period and the access period, the obligations regarding data security, confidentiality, and data protection shall continue to apply; the Licensee shall be granted a right of use limited to the migration in accordance with § 14.1, sentence 3.

24.5 Fees. For the migration process and the support provided under § 24.2, the Licensor shall charge, until January 11, 2027, no more than the costs it incurs directly, and shall charge no fee as of January 12, 2027. Separately commissioned services that go beyond the required migration—in particular, data preparation, transformation into target formats, and migration to the Licensee's target systems—shall be compensated in accordance with Annex 2.

24.6 Prepaid Fees. The fees paid in advance for the current billing period shall be refunded to the Licensee on a pro-rata basis for the period following the completion of the migration process, less a flat fee for setup and migration costs amounting to 30% of the annual fee, up to a maximum of €2,000. The Licensee reserves the right to prove that the Licensor incurred no costs or significantly lower costs.

24.7 Information. Prior to the conclusion of the Agreement, the Licensor shall inform the Licensee, in the edition overview, of the jurisdiction to which the ICT infrastructure used for the Software is subject, and of the measures taken to prevent government access to the Licensee's data from third countries that is not compatible with Union law.

24.8 The rights under this section exist independently of termination pursuant to § 23.1 and may not be contractually restricted. This section does not apply to the Trial Period (§ 2.3) to the extent that the Software is provided there exclusively for testing and evaluation purposes.

§ 25 Amendment of the License Agreement

25.1 The Licensor may amend this Agreement to the extent necessary to adapt it to changes in laws, case law, or regulatory requirements, to technical advancements, or to close regulatory gaps, provided that the amendment does not unreasonably disadvantage the Licensee. Amendments to the scope of services of the subscribed edition, the fees, and the allocation of risk—in particular §§ 7, 18, 19, and 24—are excluded from this process; such amendments require a separate agreement or are governed by §§ 4 and 12.1.

25.2 The Licensor shall send the amended version in text form to the email address on file in the customer portal at least six weeks before it takes effect and shall make it available in the customer portal. The Licensee shall keep this address up to date.

25.3 If the Licensee does not object in text form within four weeks of receipt, the amended version shall be deemed accepted; the amended version shall then take effect on the announced date, but no earlier than six weeks after the notice was sent pursuant to § 25.2. The Licensor shall expressly point out this consequence in the notice. If the Licensee objects, this shall simultaneously constitute ordinary termination effective as of the date the amended version takes effect.

§ 26 Final Provisions

26.1 Should any provision of this License Agreement be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The parties hereby agree in advance that, in such a case, the invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the Agreement.

26.2 A right of retention may be asserted only on the basis of counterclaims arising from the respective contractual relationship.

26.3 The contracting parties may only set off claims that have been established by final and non-appealable judgment, are undisputed, or are inseparably linked to the principal claim arising from the same contractual relationship.

26.4 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

26.5 The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement shall be the court having subject-matter jurisdiction over the Licensor's registered office, provided that the Licensee is a merchant, a legal entity under public law, or a special fund under public law.

26.6 The following constitute integral parts of this License Agreement: the edition overview (§ 3.2), the Data Processing Agreement (§ 21.3), Annex 1 (Support), Annex 2 (Professional Services), and, to the extent agreed, Annex 3 (DORA) and Annex 4 (NIS2). Individually agreed-upon performance parameters for the Enterprise Edition are set forth in the order confirmation (§ 2.1). In the event of any conflicts, the following applies: (a) Individually agreed-upon service parameters in the order confirmation take precedence over this Agreement and Annexes 1 and 2 to the extent they concern the scope of services, service hours, response and resolution times, quotas, and fees. (b) The Data Processing Agreement takes precedence in all matters of data protection. (c) Annex 3 (DORA) and Annex 4 (NIS2) shall take precedence in matters of information security, incident reporting, subcontractors, audit rights, and termination, to the extent that they contain stricter requirements; the obligations under the Data Processing Agreement shall remain in effect alongside these provisions. If Annex 3 (DORA) and Annex 4 (NIS2) have both been agreed, Annex 3 shall take precedence in the event of conflicts between the two Annexes; any further obligations under Annex 4 shall remain unaffected. (d) In all other respects, this Agreement shall apply.

Annex 1 – Support

1. Service Hours. Business days are Monday through Friday, excluding statutory holidays at the Licensor's headquarters; "working day" as used in this Annex means a business day. Service hours are on business days from 8:00 a.m. to 5:00 p.m. CET/CEST (§ 12.2 of the License Agreement). Non-business days are limited to a maximum of three business days per calendar year, are announced at least four weeks in advance on the customer portal, and do not apply to reports with priority P1.

2. Channels. Pro: Email and customer portal. Business: additionally, telephone. Enterprise: additionally, prioritized processing as per No. 4 and, if agreed upon in the order confirmation, a designated Success Manager.

3. Priorities.

P1 – The Software is unusable for all users, or there is an acute security incident.

P2 – A key function is disrupted; a workaround is available.

P3 – Other issues, questions regarding operation, configuration support.

4. Response Times. The response time is the time within service hours until a qualified response is provided by a Licensor employee; it is not the resolution time.

Priority	Pro	Business	Enterprise
P1	8 hours	4 hours	2 hours
P2	2 business days	1 business day	4 hours
P3	5 business days	3 business days	2 business days

5. Enterprise. A designated Success Manager, regular reviews of usage, open issues, and the roadmap, as well as extended service hours and resolution times, are only provided to the extent agreed upon in the order confirmation.

6. Exclusions. Support does not include training (Annex 2), support for connected third-party applications (§ 10 of the License Agreement), or verification of the accuracy of AI results (§ 9.3 of the License Agreement).

Annex 2 – Professional Services

1. Scope. Onboarding sessions, implementation support, training, and migration and export support. These are services; a specific outcome is only owed to the extent expressly agreed upon. Access to the Docusnap Academy is governed by § 13 of the License Agreement.
2. Included Services. Enterprise: Implementation support to the extent agreed upon in the order confirmation, as well as training with no limit on the number of participants for the number of training days agreed upon therein. Access to the Extended Version of the Academy for all users is governed by § 13.8 of the License Agreement.
3. Additional Services. Billed at cost at a daily rate of €1,520 plus VAT per person per eight-hour day (remote) or plus travel expenses upon submission of receipts (on-site), billed in hourly increments. Prior to commencement, the Licensor shall prepare an offer in text form, which the Licensee must approve.
4. Appointments. If the Licensee cancels or postpones an agreed-upon appointment less than 5 business days before the appointment, 50% of the agreed-upon fee shall be due as lump-sum damages. The Licensee reserves the right to prove that no damage or significantly less damage was incurred.
5. Cooperation. The Licensee shall provide technically qualified contacts, necessary access, and test environments. Delays resulting from a lack of cooperation shall not be attributed to the Licensor.
6. Academy. § 13 of the License Agreement applies exclusively to the Docusnap Academy.
7. Legal Nature. The services provided under this Annex are services pursuant to §§ 611 et seq. of the German Civil Code (BGB), unless a specific result is expressly agreed upon in individual cases. §§ 19, 20, and 22 of the License Agreement apply accordingly. Services provided in connection with a change of provider pursuant to § 24 of the License Agreement are governed primarily by § 24.5.