End User License Agreement
for Platyno Tools from K-Businesscom AG

From: 8th of April, 2022

1. Scope

1.1   The transfer and use of software and other works protected by copyright for the benefit of Kapsch BusinessCom AG (hereinafter referred to as "KBC"), subject to these End User License Terms for Software and Copyrighted Works (as amended from time to time).

1.2   This End User License Agreement ("EULA") is a legal agreement between the Customer (a natural person or legal entity referred to as Licensee in the further course of this EULA) and KBC for the software enclosed with this EULA - the Platyno Tools of Kapsch BusinessCom (hereinafter referred to as Platyno).

   "User" as used in the remainder of this EULA means an individual who is authorized by Licensee to use the Software within the organization or, if applicable, within a multi-tenant or managed services environment, and to whom Licensee has issued a user identification and password. Users may be, for example, employees of Licensee.

   This document governs the rights and obligations of the licensee and users in connection with the use of KBC's software. The software includes all associated media, printed material and documentation online or in electronic format.

   Note: If Licensee does not have a valid license (Community or Premium License) for Platyno (a "Software Product"), Licensee may not install, copy or otherwise use the Software except for the purpose of a limited trial period.

1.3   By installing or using the Community or Premium version of the Software, Licensee and End User agree to be bound by the terms of these End User License Terms. If the Licensee or the End User does not agree to the End User License Terms, any form of use and exploitation is prohibited.

1.4   Deviations from the terms and conditions set out in these Licence Terms shall only be effective if they have been accepted by KBC in writing. Legal conditions and/or general terms and conditions of the Licensee shall not apply and are excluded by mutual agreement. These License Terms constitute the entire agreement between Licensee and KBC and supersede any other notices and statements in promotional materials relating to the Software and Documentation.

2. Subject of the contract

Software within the meaning of these licence conditions are computer programs within the meaning of § 40a of the Copyright Act (Urheberrechtsgesetz) for use on, for the operation or for the control of electrotechnical and/or electronic equipment and systems, including documents provided for this purpose, which are distributed as standard or which have been individually developed or adapted for the licensee and are protected by copyright for the benefit of KBC.

3. Copyright

3.1   The software supplied by KBC (including source code) and all associated documentation are protected by copyright. KBC shall be exclusively entitled to all rights to the software as well as to other documents provided within the scope of the contract initiation and implementation in the relationship between the contracting parties.

3.2   The software is licensed and not sold.

4. (Rights of) use of the software

4.1 Upon conclusion of the contract ("Subscription"), Licensee receives the non-transferable and non-exclusive right to use the Software at the agreed installation site in compliance with the contractual specification. Installation site means the active Microsoft 365 environment (tenant) of the licensee.

4.2 All software licences shall be granted to the Licensee in accordance with the Licensee's data (company name, company address, legal form and VAT number) available to KBC upon conclusion of the agreement. In the event of name changes, all expenses necessary for the change of the software licence shall be invoiced to the Licensee by KBC according to the actual expenses incurred.

4.3 When using software products, a license is required for each Named User. The number of Named Users shall serve as the basis for the application of the respective valid license model until revoked.

4.4 If the Software uses parts (open source scripts and components) whose copyright is held by a third party, the third party's terms of use for that part, as amended from time to time, shall prevail, and experience has shown that these terms may change from time to time, in which case they shall apply. The Licensee is aware of this circumstance and expressly agrees to accept these amended terms of use of the third party. These terms and conditions shall be made available to the Licensee by KBC by means of references on the Platyno homepage (https://platyno.tools/). The Third Party Sites accessible through these links are not under the control of KBC and KBC is not responsible for the contents of any Third Party Sites, any links contained in a Third Party Site, or any changes or updates to a Third Party Site.

4.5 All documents provided to the licensee by KBC, in particular the documentation for software products, may not be reproduced or distributed in any way, whether for a fee or free of charge.

4.6 All other rights to the software are reserved by KBC. Without the prior written consent of KBC, the Licensee shall therefore not be entitled, without prejudice to the provisions of Section 40d of the Copyright Act, in particular to sell, rent, lend, sublicense, assign or transfer the Software, reproduce it either in whole or in part, modify it, reverse engineer it, reset it, remove parts of it, make it available to third parties, analyse it, decompile it or disassemble it.

4.7 KBC may revoke the rights of use for good cause. Good cause shall be deemed to exist in particular if the licensee is in default of payment of a substantial part of the remuneration or fails to comply with the terms and conditions of use and does not immediately cease to do so even upon written warning with threat of revocation by the licensor. Upon revocation of the rights of use, the licensee shall uninstall or delete the installed software. Upon KBC's request, the Licensee shall provide written assurance of the uninstallation or deletion.

4.8 Licensee may only use the Software in Microsoft 365 environments or on configurations for which KBC has approved it.

4.9 The right of use does not include the right to any transmission or provision of the source code.

5. Obligations of the licensee

5.1 The Licensee is responsible for safeguarding all rights of the Licensor (such as industrial property rights, copyright including the right to copyright notice) to the Software and for safeguarding the Licensor's claims to confidentiality of business and trade secrets, also by its employees and vicarious agents or third parties; this also applies if the Software has been modified or combined with other programs. This obligation shall remain in force even after termination of the contract.

5.2 The licensee undertakes to use the object of performance in accordance with the contract and to indemnify and hold KBC harmless in this respect.

5.3 The Licensee undertakes to strictly comply with the instructions given by KBC for the operation of the Software.

5.4 The licensee is obliged to store the subject matter of the contract carefully in order to exclude misuse, unauthorized duplication and/or use. The Licensee shall ensure that the right to access the Software is regulated against inspection and use by unauthorized persons, that the authorization to use the Software is determined by technical measures and that each device on which the Software can be accessed is secured by precautions against unauthorized use. The Licensee shall take reasonable precautions to prevent malfunctions of the Software as far as possible.

6. Software specifications

6.1 KBC is entitled to change the software specifications for new versions. If the best practices for the individual development of components change on the part of the base product (Microsoft SharePoint), KBC may require the installation of additional modules or updates or additional services in the SharePoint & Microsoft 365 environment for the sake of the stability and functionality of the solution.

6.2 The Licensee acknowledges that the Software is only compatible with the SharePoint base versions mentioned in this EULA. KBC cannot guarantee full compatibility for future versions of the SharePoint base version. The following paragraphs must be taken into account with regard to compatibility:

Currently, KBC only supports SharePoint Online with Modern UI as a version of the SharePoint base platform. Future versions must be considered separately. SharePoint OnPremise versions are currently explicitly not supported due to technical limitations.

Any additional costs for conversions or necessary adjustments that may be required due to the product policy of the base supplier Microsoft shall not be borne by KBC. These additional costs can be offered or implemented by KBC in separate service projects.

7. Changes and updates

7.1 KBC is entitled, but not obliged, to provide updates to the software at its own discretion.

7.2 KBC is not obliged to deliver updates of the Software to licensees who have not registered the Software or paid the update fee.

8. Warranty

8.1 KBC warrants that the Software is free from viruses, ransomware, spyware and other malicious software.

8.2 KBC warrants to the Licensee that the Software, if used by the Licensee in accordance with these Terms and Conditions, does not infringe any intellectual property rights of third parties.

8.3 Even in the case of defects of title, KBC shall in any case first have the option of providing warranty by means of improvement; KBC shall, at its discretion, provide the buyer with a legally flawless opportunity to use the subject matter of the contract within the scope of this contract or the replaced or modified equivalent subject matter of the contract (reasonable work-around).

8.4 The licensee acknowledges that complex software can never be completely free of defects, bugs or errors. KBC does not warrant that the software is entirely free of defects, errors or bugs, except as stated above. KBC warrants that the product, when used as intended and in accordance with the documentation issued by it and existing at the time of delivery or provision to the licensee, is usable and contains the features warranted therein. Minor deviations from the agreed functions do not constitute grounds for warranty claims.

8.5 KBC does not warrant that the Software will meet the Licensee's specific requirements or that the

functions contained therein will run uninterrupted and error-free in any combination selected by the Licensee. The responsibility for the selection, installation and use and for the intended results thereof rests solely with the licensee.

8.6   KBC does not guarantee that the software will work together with other software available or installed at the licensee.

8.7   All support requests and services beyond the scope of the warranty will be invoiced to the Licensee at KBC's current terms and conditions.

9.   Limitation of liability

9.1   In no event shall KBC be liable for any consequential, incidental, direct, indirect, special punitive or other damages of any kind whatsoever arising out of or in connection with the use of or inability to use the Software. This exclusion of liability shall also apply if remedial measures fail of their essential purpose. The statutory liability under the Product Liability Act remains unaffected.

9.2   KBC accepts no liability for damage caused by errors, defects or improper installation of third-party software or for damage of any kind caused to the licensee by failure to install updates.

9.3   Furthermore, KBC shall not be liable for any damage not caused to the software itself or any other indirect or consequential damage in connection with the use of the software.

9.4   KBC shall not be liable for any loss of profit or other financial loss suffered by the licensee as a result of the use of the software.

10.   Indemnity and hold harmless

10.1   KBC shall support the Licensee in the defence of all claims based on the fact that Software used in accordance with the contract infringes an industrial property right or copyright effective under the Austrian legal system. The Licensee shall notify KBC immediately in writing and, in the event of a legal dispute, issue a notice of dispute in accordance with § 21 ZPO (Code of Civil Procedure) if such claims are raised against it. If claims arising from the infringement of property rights are asserted for which KBC is responsible, KBC may modify or replace the Software or obtain a right of use at its own expense. If this is not possible with reasonable effort, the Licensee shall immediately return the original and all copies of the Software, including any documents provided, upon KBC's request.

10.2   All claims of the licensee regarding the infringement of industrial property rights and copyright are hereby conclusively settled, to the exclusion of any further obligation on the part of KBC.

10.3   If a claim is made against KBC by a third party due to the misuse of the Services by the Licensee or if a claim is threatened against the Licensee, the Licensee shall inform KBC immediately. KBC shall give the Licensee the opportunity to defend the claim or to obtain full legal protection.

10.4   The Licensee undertakes to compensate KBC for any damage suffered by the latter as a result of a proven infringement of third-party rights by the Licensee - in particular on the basis of patent, trademark, design protection, semiconductor protection, copyright and other related claims (e.g. claims under unfair competition law) or claims based on personal rights or other industrial property rights.

10.5   Part of the damages to be compensated are also payments for an out-of-court settlement of disputes, which KBC may agree to with the consent of the licensee. The licensee may only refuse this consent for important reasons and not unreasonably.

10.6   In the event that KBC withdraws the rights to use the Software from the Licensee due to violations of the terms and conditions of use and licensingthe Licensee shall in any case continue to pay the agreed fees until the expiry of the notice period.

10.7 KBC is liable - except in the case of personal injury - only in the event of gross negligence.

10.8 KBC's liability shall in no case exceed the annual licence fee paid by the licensee for the software.

10.9 KBC accepts no liability for indirect damage, incidental or consequential damage, loss of profit, loss of turnover or loss of interest, or damage resulting from loss of data or use of data.

11. Return and destruction of the software

Upon termination of the right of use, the licensee shall be obliged, at KBC's discretion, to return the entire software, including any copies and documents provided, to KBC or to demonstrably destroy them. This shall also apply to software that has been modified or combined with other programs.

12. Licenses

12.1 Licenses (Community and Premium) are currently only available as annual licenses (365 days) and are invoiced in advance for one year.

12.2 If the license agreement is not terminated or not terminated in due time, it shall be extended for another license year (365 days).

12.3 When renewing Platyno Premium, the current price & pricing model applies. KBC reserves the right to make price adjustments (e.g. index adjustments) and adjustments to the licence model.

12.4 To grant permission to use and download the product, the customer's Microsoft 365 environment (tenant) is licensed. For the verification of the valid license, it is assumed that the verification query directed against the KBC system is possible by means of the user device and is not prevented by network restrictions or similar.

12.5 So that, if necessary, it would be possible to check whether the user tier purchased by the licensee (Platyno Premium) corresponds to the actual number of users using the product, anonymised user telemetry data (for details, see "Data protection") is transmitted to KBC when Platyno Premium modules are used. With their help, it may be possible to determine who has used the module and at what time.

    12.5.1 The licensee has the possibility to prohibit the collection of user telemetry data by using the opt-out function in the admin module of the KBC product.

    12.5.2 In this case, the Licensee undertakes to provide KBC, upon request, with a user evaluation showing how many users have used the Product.

    12.5.3 If this request is not complied with, KBC reserves the right to withdraw the license and thus access to the product until the client complies with the request. The continued payment of the annual licence fee remains unchanged.

13. Duration and termination

13.1 The duration of the right of use shall be governed by the licence usage agreement to be concluded between the Licensee and KBC, and with regard to any software maintenance contract services by the provisions of the respective service certificate. The right of use shall end in any case

    13.1.1 by termination after expiry of any agreed minimum period of use and - in the absence of any other agreement - compliance with a three-month notice period before the end of the licence year;

    13.1.2 by premature termination in the event of serious breaches of contract, if the contractual condition is not restored within a reasonable period of grace set in writing;

    13.1.3 by premature dissolution in the event of the opening of insolvency proceedings against

the licensee's assets or the rejection of an application for the initiation of insolvency proceedings for lack of sufficient assets. Such dissolution shall take effect immediately upon the declaration that the business will not be continued. In the event that the company is continued, the dissolution shall not take effect until 6 months after the opening of the insolvency proceedings.

13.2   If dissolution is essential to avert serious economic disadvantages for KBC, it shall take place with immediate effect.

14. Export restrictions

14.1   Any transfer of the subject matter of the contract, documents and other materials, in particular any re-export, may be subject to the licensing requirement under the export regulations of the USA, the European Union and any other countries. In such a case, the Licensee shall be obliged to obtain the relevant permits from the authorities concerned before passing them on. This obligation must be contractually transferred to the respective acquirer or person entitled to dispose of the goods in the event of any further transfer.

14.2   Should it become apparent after conclusion of the contract that the delivery of the contractual components is subject to an export restriction of the United States of America or the legal provisions of the European Union or is subject to the "Arab Boycott", KBC shall be entitled to withdraw from the contract. If the Licensee did not inform KBC of such circumstances when concluding the contract, the Licensee shall fully compensate KBC for the resulting expenses and damages.

15. Law and jurisdiction

15.1   The contractual relations shall be governed exclusively by Austrian law to the exclusion of its conflict-of-law rules. The application of the United Nations UNCITRAL Convention on Contracts for the International Sale of Goods is excluded.

15.2   The competent court in Vienna, Innere Stadt, shall have jurisdiction to decide on all disputes arising from the contractual relationships - including those concerning their existence or non-existence.

16. Severability clause

16.1   All amendments and additions to this contract must be made in writing to be effective.

16.2   Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

17. Confidentiality clause

Licensee acknowledges that the Software provided to Licensee pursuant to this License, and any modification, enhancement, derivative work and/or extension thereof, contains proprietary and confidential information of KBC and/or KBC's licensors (collectively, "Confidential Information"). Licensee shall not disclose, provide or otherwise make available such Confidential Information to any third party.

18. Data protection

18.1   KBC uses electronic data processing to manage its business relations with the licensee and to process business transactions internally.

18.2   Tenant ID and Tenant Domain are transferred for the control of the license. If necessary, KBC collects anonymised user IDs of the users, which are hashed on the client side, plus the module or web part used including its version number, in order to check the correspondence between the user tier (Platyno Premium) acquired by the licensee and the actual number of users using the product. This anonymised telemetry data is not collected if the automatic transmission of telemetry data to KBC Opt-Out function has been prohibited.

18.3   KBC collects, processes and uses the client's personal data solely to enable the licensee to use the product. In this context, KBC processes the Licensee's data as a user of Platyno in the context of making the Product available. This may include processing the following data of the Licensee: First and last name, address(es), contact details (e.g. email address, telephone number), end user information and position, contract data (e.g. subject matter of the contract, term, license details), payment data and data collected as part of the purchase of Platyno and/or required for the provision of Platyno. KBC keeps this data secure and does not transmit it to third parties. The legal basis for this storage and processing is the performance of the contract or the implementation of pre-contractual measures in accordance with Art. 6(1)(b) GDPR.

19. General provisions

KBC reserves the right, in its sole and absolute discretion, to revise, update, replace, modify, add, amend or delete any provision of the EULA for reasons relating to security, law, best practice or otherwise. Such changes will be effective with or without prior notice to the End User, as applicable. The most current version of the EULA can be found at https://platyno.tools/en/eula. Licensee is solely responsible for periodically checking to see if there has been any change to the EULA.