

End User License Agreement (EULA)

1. DEFINITIONS

- 1.1. **"Licensee"** refers to a natural person or legal entity that has obtained a license for the Software.
- 1.2. **"EULA"** means this standard End User License Agreement.
- 1.3. **"IOI"** refers to IO Integrated GmbH & Co. KG, VAT number DE370499023.
- 1.4. **"Initial Update Term"** has the meaning assigned in clause 6.3 below.
- 1.5. **"Partner"** means the authorized reseller or distributor of IOI from whom the Licensee has purchased the Software license and/or receives related support.
- 1.6. **"Software"** includes any software (whether delivered as a download or provided as an online service), tools, utilities, executables, .app-extensions, documentation, or comparable materials supplied by IOI, including the license and any revisions, updates, or upgrades made available to the End User by IOI.
- 1.7. **"Working day"** means Monday through Friday, excluding official public holidays in Germany, as well as December 24th, December 31st and January 1st.

2. SCOPE OF THE END USER LICENSE

- 2.1. IOI hereby grants the Licensee a non-assignable, non-transferable, non-sublicensable, and non-exclusive right to use the Software solely for the Licensee's internal business purposes, in accordance with the terms and conditions set forth in this EULA. The license becomes effective upon installation by the Licensee and remains valid until terminated by either party.
- 2.2. The Software may only be licensed as a perpetual license.
- 2.3. A perpetual license grants the Licensee the right to use the licensed version of the Software indefinitely. Each license obtained from IOI may be used exclusively for one specific customer project and for one designated Microsoft Dynamics 365 Business Central target environment.
- 2.4. Only licenses marked as such may grant the licensee unrestricted usage rights across any number of projects and target environments within their organization (as per Partner Agreement) or on behalf of their clients. This is the sole licensing model that permits multi-project and multi-environment deployments without limitation.

- 2.5. The Software is provided as a standard product. It is solely the Licensee's responsibility to ensure that the Software's functionality meets the Licensee's specific requirements and expectations.
- 2.6. The Licensee's right to use the Software is conditional upon acceptance of this EULA. Each license entitles the Licensee to use the Software for one individual or one legal entity and one production environment as specified at the time of acquisition. Exceptions stated in section 2.4. apply.
- 2.7. The Licensee agrees that IOI may audit the Licensee's use of the Software at any time to verify compliance with this EULA. If such an audit reveals non-compliant usage, the Licensee shall cover all reasonable costs related to the audit and remain liable for any additional consequences arising from the breach.
- 2.8. In the event the Licensee's agreement with the Partner is terminated, IOI reserves the right to take over or reassign the Licensee to another authorized partner with respect to the Software.
- 2.9. If the Licensee wishes to change to a different partner, written notice must be provided to IOI no later than two (2) months before the end of the applicable update term, as referenced in clause 6 below.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The Licensee shall obtain no rights to the Software beyond those explicitly granted under clause 2 above. IOI retains full intellectual property rights to the Software, including updates, documentation, and all embedded data. This includes, but is not limited to, copyrights, trademarks, and any other rights, titles, or interests associated with the Software.
- 3.2. The Licensee is not permitted to reverse engineer, decompile, or disassemble the Software unless expressly permitted under applicable mandatory law. In such cases, the Licensee must notify IOI in writing prior to performing any such actions.
- 3.3. If the Licensee infringes IOI's intellectual property rights, IOI is entitled to terminate this EULA with immediate effect for cause, in accordance with clause 11.1.

4. USE OF THE SOFTWARE

- 4.1. By installing, copying, or otherwise using the Software, the Licensee agrees to be bound by the terms and conditions of this EULA.
- 4.2. The Licensee acknowledges that certain parts of the Software and its licensing functionality may require an active Internet connection.

- 4.3. If the Licensee uses the Software in violation of this EULA, IOI shall be entitled to claim a penalty equal to twice the standard list price for the unlicensed End User Software. The penalty will be calculated based on the list price applicable at the time IOI becomes aware of the unauthorized usage.
- 4.4. The Licensee is solely responsible for backing up all data, configurations, and settings stored within or related to the Software.
- 4.5. The Licensee is solely responsible for ensuring data integrity and possible loss of data.
- 4.6. The Licensee is solely responsible for the use of the Software and must ensure that any use in a live production environment is tested and validated in a test environment before being implemented in a live production environment.

5. USE OF THE SOFTWARE WITH IOI ONLINE SERVICES

- 5.1. Certain uses of the Software require integration with one or more online services hosted on the Microsoft Azure cloud platform (or other cloud platforms). IOI is not responsible for downtime, service disruptions, additional costs of using such Azure services, or issues related to Microsoft Azure (or alternative cloud infrastructure) that lie outside IOI's direct control.
- 5.2. When using IOI's online services, data is transmitted to and from the service, but IOI does not store or log this data by default. The Licensee acknowledges and agrees that IOI may access relevant data as part of support interactions, preventive diagnostics, debugging, or other efforts to ensure stable operation of the online services. IOI may also collect telemetry data regarding Software usage for performance monitoring, optimization, improvements, license status, billing, and statistical analysis.

6. UPDATES

- 6.1. IOI will make reasonable efforts to ensure the continued development of the Software, including the correction of errors and inefficiencies, and may, at its discretion, modify the Software to maintain compatibility with new versions of third-party standard software.
- 6.2. When acquiring a perpetual license for unlimited end customer project usage, the Licensee is required to purchase access to updates ("Enhancement plan"). This period begins on the date of purchase and runs for 12 months and renews automatically for another 12 months until cancellation. The update fee is 20% of the purchase price of the perpetual license. The Licensee must pay the update fee annually as specified in the IOI Pricelist.

- 6.3. If the Licensee chooses not to renew the update service after the first year, they will lose access to all future updates, support, and the ability to purchase additional users or features for the license.
- 6.4. In the event that the Licensee has terminated this EULA—regardless of the reason—and later wishes to reactivate it, the Licensee must pay for both:
 - (i) all updates released during the inactive period, and
 - (ii) any new updates.The update fee for the inactive period (the "retroactive fee") shall be calculated based on the original license fee paid at the time of purchase, in accordance with the IOI Pricelist. This retroactive fee is calculated on an annual basis using the percentage rate defined in clause 6.2., plus an additional three (3) percentage points.
- 6.5. The Licensee acknowledges that new updates may not be compatible with their hardware, customizations, add-ons, or third-party software.
- 6.6. The Licensee is solely responsible for the use of updates and must ensure that any updates are installed, tested, and validated in a test environment before being implemented in a live production environment.

7. SUPPORT

- 7.1. The Partner serves as the Licensee's primary point of contact for all matters relating to the Software, including but not limited to support inquiries.
- 7.2. IOI provides online support to the Partner.
- 7.3. Support requests that are unrelated to reproducible errors in the latest version of the Software and the most recent Microsoft Dynamics 365 Business Central standard database, or that cannot be handled electronically and require discussion or meetings, will be invoiced in accordance with the IOI Pricelist.

8. ASSIGNMENT

- 8.1. The Licensee is not permitted to lend, lease, sublicense, transfer, or otherwise assign any rights or obligations under this EULA without the prior written consent of IOI. Any such assignment is invalid unless expressly approved in writing by IOI. This restriction includes any transfer arising from mergers, demergers, outsourcing, or similar events—whether within or outside the Licensee's corporate group.
- 8.2. If the Licensee assigns the Software in violation of the above provisions, IOI may terminate this EULA with immediate effect as outlined in clause 11.
- 8.3. IOI reserves the right to assign its rights and obligations under this EULA, in whole or in part, to any third party at any time.

9. INFRINGEMENTS OF THIRD-PARTY RIGHTS

- 9.1. IOI represents and warrants that it holds the legal right to license the Software, including any associated documentation, to the Licensee, and that IOI possesses the necessary rights, titles, and licenses to allow the Licensee to exercise all rights granted under this EULA. IOI further warrants that the Software does not infringe any third-party rights enforceable under German law.
- 9.2. These representations and warranties do not apply in cases of infringement or misappropriation resulting from modifications to the Software or documentation made by the Licensee, or from the Licensee's use of the Software with data, devices, or third-party software provided by the Licensee. If the Licensee embeds third-party intellectual property using the Software, it is solely the Licensee's responsibility to ensure that the necessary rights have been obtained.
- 9.3. If a third party asserts a claim against the Licensee alleging that the Software infringes its rights, the Licensee must immediately notify IOI in writing.
- 9.4. The Licensee shall promptly inform IOI in writing if it becomes aware of any actual or potential infringement related to the Software.

10. PROVIDED "AS IS" AND "AS AVAILABLE"

- 10.1. The Software and any related documentation are provided "as is" and "as available," without any express or implied warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose. All risks related to the use and performance of the Software remain with the Licensee.
- 10.2. The Software is delivered as a standard product, and the Licensee acknowledges that no software can be guaranteed to be error-free in all configurations and scenarios.
- 10.3. IOI assumes no liability for defects. This EULA does not include any warranty against defects or any guarantee of suitability for a specific use case.
- 10.4. As soon as a reproducible error or defect is discovered—or reasonably should have been discovered—the Licensee must report it to the Partner, providing clear details of the issue.
- 10.5. IOI will make reasonable efforts, but is not obligated, to correct reproducible errors or defects in the most recent version of the Software.
- 10.6. The scope and method of correcting any error or defect is solely at IOI's discretion. IOI may resolve significant issues by releasing an update, while non-critical issues will only be addressed if IOI deems it necessary. In any case, corrections will only be applied to the most up-to-date version of the Software.

11. TERMINATION

- 11.1. The Licensee may terminate this EULA with future effect at any time by discontinuing use of the Software and promptly destroying and deleting all copies, including associated documentation. The Licensee shall not be entitled to any refund.
- 11.2. If the Licensee fails to comply with any provision of this EULA, IOI may immediately terminate the Licensee's right to use the Software for cause. Upon such termination, the Licensee must destroy and delete all copies of the Software. No refund will be provided in such cases.

12. LIMITATION OF LIABILITY

- 12.1. The general German laws on damages apply, subject to the exceptions outlined below.
- 12.2. IOI expressly disclaims any liability, whether express or implied, for:
 - (i) defects or errors not caused by the Software itself but by external factors, including the Licensee's other software products;
 - (ii) acts or omissions of IOI's Partners;
 - (iii) interactions between the Software and any other hardware and/or software environments, including third-party applications or infrastructure at the Licensee's premises or at remote sites such as hosting providers or data centers;
 - (iv) errors, defects, or limitations in third-party products delivered by IOI as part of the Software package;
 - (v) any changes or modifications made by the Licensee to the Software; and
 - (vi) compatibility issues between the Software and any newer version, update, or release of third-party software.
- 12.3. IOI shall not be held liable for any consequences arising from the Licensee's failure to fulfill obligations under this EULA. Under no circumstances shall IOI be liable for loss of data, revenue, profits, goodwill, or for any indirect or consequential damages.
- 12.4. IOI's total liability under this EULA is limited to an amount equal to the license fee paid by the Licensee (excluding any update / enhancement plan fees paid under clause 6) in the 12 months preceding the event that triggered the claim.

13. VALIDITY

- 13.1. If any provision of this EULA is deemed illegal, invalid, or unenforceable, such provision shall nevertheless be enforced to the fullest extent permitted by applicable law, in order to reflect the original intent of the Parties. The legality and enforceability of the remaining provisions shall remain unaffected.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. This EULA shall be governed by and construed in accordance with German law, excluding its rules on conflict of laws and the CISG. It supersedes all previous oral and written proposals and communications between the Parties relating to its subject matter.
- 14.2. The Parties shall make reasonable efforts to resolve any disputes arising from this EULA amicably through senior management-level discussions. If no resolution is reached, either Party may request mediation. No court proceedings may be initiated until the Parties have attempted mediation. At a minimum, each Party must attend the first meeting arranged by the mediator. Notwithstanding the above, either Party may initiate legal proceedings if delay would result in the loss of legal rights, for example due to time-barring.
- 14.3. Any dispute that cannot be resolved amicably or through mediation shall be submitted to the jurisdiction of the administrative court of Cologne, Germany.