

LICENSE AND TERMS OF USE

Article 1: Application

- 1.1. The License and Terms of Use establish the rights and obligations under which **THE PROVIDER** grants a non-exclusive and non-transferable right to use the Software and the Extension (s) to **THE USER**.
- 1.2. Any copy of the Software and Extensions and any upgrade or new version posted online is subject to this Agreement. **THE PROVIDER** has the right to replace the Software and Extensions at any time with an upgrade, new release or improvement.

Article 2: Object of the License

- 2.1. The License is subject to Quasydoc's non-exclusive and non-transferable right of use to the Site and the Cloud Services.
- 2.2. The object of the License does not include:
 - the Extensions, unless otherwise agreed in Appendix I;
 - the source code of the Software;
 - the services listed in Annex III;
 - the reproduction and / or adaptation right of the Software.

Article 3: Delivery of Software

- 3.1. **THE PROVIDER** delivers Software and the Documentation to **THE USER** on the date of signature of the Agreement.
Delivery is effected by delivery of the Login Details via Electronic Mail to the Contact Person against confirmation of receipt.
- 3.2. The time of delivery is deemed to occur when **THE PROVIDER** sends the Login Details to **THE USER**. The Trial Period commences at the time of sending the Login Details.
- 3.3. Delivery does not include installation, configuration or implementation of the Software (and, where applicable, of the Extensions). **THE USER** is responsible for the installation, configuration or implementation of the Software and the Extensions according to the Specifications.

Article 4: Transfer of risk and acceptance

- 4.1. The risk passes at the time of delivery of the Software.
- 4.2. **THE USER** is in any case deemed to have definitively accepted the Software at the expiration of the Trial Period, as provided for in Articles 4 and 5 of the Framework Agreement.
- 4.3. In any case, the Software is expected to function properly if it has a Minimum Availability. This also applies during and at the end of the Trial Period.
THE USER cannot terminate the Agreement for reasons of Availability of the Software, unless it demonstrates that the Minimum Availability is not sufficient for the Specifications and it was not possible to determine this during the Trial Period.

- 4.4.** If **THE USER** fails to provide hardware and software that meets the minimum requirements set out in Appendix I, it cannot rely on the alleged failure to achieve the Minimum Availability or the allegedly inadequate performance, unless it demonstrates that the hardware and / or software has no influence on this, except if it should have determined this during the Trial Period.

Article 5: Rights of use

- 5.1.** The Software and Services may be used only for the purposes, and on the Site (s) and Equipment, number of users and any other restrictions as set forth in the Agreement and its appendices.
- 5.2.** **THE USER** cannot grant a sub-license.
- 5.3.** The Software may be licensed to a subsidiary over which **THE USER** exercises control if additionally agreed and expressly set out in an Annex to the Agreement.
- 5.4.** **THE USER** is permitted to make a periodic backup copy of the Data he imported into the Software for backup purposes only.

Article 6: Changes to the License and Terms of Use

- 6.1.** **THE PROVIDER** reserves the right to change the Services and Availability Conditions if the Software or the functionalities or any other circumstance changes.
- 6.2.** The most recent version of the Terms and Conditions of Services and Availability Regulations will always apply.

PROCESSING AND PRIVACY AGREEMENT

Article 1: Processing of personal data

- 1.1.** For the processing of Personal Data, both **THE PROVIDER** and **THE USER** must always act in accordance with the applicable legislation on the protection of natural persons with regard to the processing of personal data.
- 1.2.** **THE PROVIDER** has taken appropriate organizational and technical measures to ensure a risk-adjusted level of security of the Personal Data. To make this warranty possible, **THE PROVIDER** has the right to temporarily and immediately deny access to the Software in a general and complete manner if an attempted infringement is detected.
- 1.3.** **THE PROVIDER** will only process the Personal Data of the Contact Person for the fulfillment of its obligations under the Agreement. These commitments relate to the provision and billing of the Software and Services and the measures to verify the Contact / USER's data when registering on the Software, as well as making arrangements to protect the Personal Data (of both the Contact person, the Employees as third parties).
THE PROVIDER will retain this Personal Data for up to 5 years after the termination of the Agreement, except where the longer retention is required by a legal obligation or a legitimate interest on the part of **THE PROVIDER** or a third party, for example in the context of a dispute.
The Contact Person has the right to request to view, rectify or delete the Personal Data

or to restrict the processing concerning him, the right to object and to data portability and the right to file a complaint with the Data Protection Authority.

Article 2: Processing agreement

2.1. THE USER gives the explicit instruction to **THE PROVIDER** to process Personal Data on the basis of the Agreement, in particular to provide the Software in which **THE USER** can enter Personal Data.

The processing operations only relate to **THE PROVIDER**'s commitments under the Agreement.

2.2. This Personal Data pertains to **THE USER**'s Employees and relations.

THE PROVIDER does not make any changes or add anything to the personal data entered by **THE USER**.

2.3. THE PROVIDER will, to the extent possible, assist **THE USER** in fulfilling its obligation to respond to requests to exercise the rights of the Data Subject through appropriate organizational and technical measures.

Furthermore, taking into account the nature of the processing operations and the information available to **THE PROVIDER**, **THE PROVIDER** will assist **THE USER** in its obligations in the event of a data breach, a data protection impact assessment or a prior consultation with the competent supervisory authority.

THE PROVIDER will make available to **THE USER** all information necessary to demonstrate compliance with the obligations set forth in this article and the applicable privacy legislation for any audits.

Subject to the commitments described above, **THE PROVIDER** is in no way obliged to fulfill any obligation under the requests to exercise the rights of the Data Subject or any other obligation under the applicable privacy legislation. These always remain obligations to which **THE USER** is obliged.

2.4. Upon termination of the Agreement, **THE PROVIDER** will destroy the Personal Data entered by **THE USER** in Quasydoc, unless an explicit written request from **THE USER** terminates at least one month before the Agreement ends to retain such Personal Data for a specified period or a copy of receive this Personal Data. The costs of keeping or making available a copy of the Personal Data are borne by **THE USER**.

THE PROVIDER undertakes to delete the Personal Data in any copies / backups as soon as possible after the termination of the Agreement, taking into account the organizational and technical possibilities.

If it is necessary for the representation of a legitimate interest under **THE PROVIDER** or a third party or in the event of legal obligations to the contrary, **THE PROVIDER** is permitted to retain the Personal Data for a longer period of time.

2.5. THE USER authorizes **THE PROVIDER** to use the (sub) processors for the performance of its obligations under the Agreement. **THE PROVIDER** is committed that these (sub) processors will also undertake to provide the necessary guarantees with regard to the application of appropriate technical and organizational measures.

THE USER can at any time and upon simple request request the list of current processors and subprocessors from **THE PROVIDER**.

Article 3: Privacy agreement

3.1. The Parties agree that the Privacy Statement is an integral part of the Agreement.

3.2. THE USER acknowledges having taken note of the Privacy Statement and declares to agree with it.