



ELO Digital Office AU/NZ
License and Usage Terms

Business Partner LICENSE AGREEMENT for software products
of ELO Digital Office AU/NZ (Value Added Reseller License Agreement – VARLA)

For version: ELOprofessional / ELOenterprise

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1. Distribution rights
 - 1.1 ELO grants the Business Partner the non-exclusive right to distribute ELO software products, i.e., to sell and to market them. ELO has the right to sell the software products through other contractual partners within the contract territory.
 - 1.2 The Business Partner has the right to sell the software products to end customers as standalone products or as integrated software components and/or with additional services.
 - 1.3 Distribution by the Business Partner can take place by means of sale, i.e., by means of permanent transfer for one-time remuneration. With ELO's explicit consent, temporary provision (leasing) through the Business Partner or granting of lease rights is also permissible. With ELO's explicit consent, the Business Partner has the right to offer the software products or deliver them for use by means of Application Service Providing (ASP), Software as a Service (SaaS) or in data processing centers.
 - 1.4 The Business Partner does not have the right to transfer distribution rights, in whole or in part, to third parties without ELO's explicit consent.
2. Provision to end customers
 - 2.1 The Business Partner has the right to grant end customers non-exclusive usage rights to the software products and to grant end customers ownership of transferred copies of the software products. Formulations for the scope of rights authorization to the end customers must not exceed the scope of the Business Partner's distribution rights according to section 1.
 - 2.2 In return for the agreed remuneration, end customers receive a simple (non-exclusive) right to use the transferred software products during the agreed period. End users have the right to make a reasonable number of backup copies of the software products. Copyrights and other intellectual property rights within the transferred software must not be removed or altered.
 - 2.3 Any use of the provided software by the end customer beyond the scope of the agreement, especially use of the software in more than the agreed quantity, constitutes a breach of agreement. In this event,

the end customer is obligated to communicate the overuse immediately and to reach an agreement on further licensing with appropriate remuneration. The Business Partner and the respective end customer shall agree to conduct regular audits to check the license usage.

3. Modifications to the standard software

3.1 The Business Partner has the right to make changes to the software products. Modifications to the standard software provided to meet special and individual needs and requirements of individual users can be implemented with customization of the software products and/or scripting.

3.2 Customization refers to modifications to the software products resulting from setting parameters that affect the scope and look (configuration) or the behavior and results (parameterization) of software/solutions without having to access the source code.

4. Product names, notices on property rights and copyright

The Business Partner shall distribute the software products under the protected product names and in the original configuration. The Business Partner is obligated to comply with the property rights and copyright notices in the software and to not remove them.

5. Internal use of the software products

The Business Partner shall receive a license for the ELO software products ("training, test and demo license) for internal use for the duration of this agreement. The usage rights granted in this context ("in-house license") are explicitly limited to use by the Business Partner for practice and testing purposes, as well as for demonstration purposes.

The Business Partner does not have the right to transfer the copies of the software products provided for own use to end customers.

6. Intended use by an ELO user

- 6.1. ELO Digital Office AU/NZ grants you the right to install the software products and to use them in accordance with their intended use and the provisions of the agreement. Usage of the software products in compliance with the intended use and the provisions of the agreement is defined as:

Use of ELO programs generally includes: entering data to the program from a stationary or mobile end device, transferring data from temporary or permanent storage mediums on the hardware to the program in order to process the data, or producing a copy in machine-readable format for backup purposes. Program performance as well as all other specific program characteristics are defined only by the official manufacturer documentation, such as the manuals belonging to each program.

- 6.2 The customer has the right to use the software on as many locally networked resources as the customer has paid licensing fees. Resources include, in particular, a software application, a batch processor, a file or a workstation. Networked resources also include networked home workstations, portable computers temporarily connected to the network, as well as remote workstations. No additional license is required when these resources are used in the network in place of a locally connected resource. If the agreed intended use is exceeded, then error-free operation cannot be guaranteed. This is calculated based on the number of licenses listed on the applicable invoice and of necessary individual agreements concluded.
- 6.3 An ELO user must possess a license when a person who is legally associated with the company is stored in the company's central user management with a separate profile (example: MS AD, LDAP) and initiates, invokes, or causes functions to be run directly or indirectly in ELO.
- 6.4 Read access is always free of charge, unless it is not possible or permissible until after acquisition and installation of specific technology. To this end, the Windows and Java Clients allow read access free of charge; in other cases, however, a purchased component must be acquired and installed (such as in the case of ELO Web Client, ELO IX Access, etc.). If these purchased modules require a service user, one user license shall be supplied free of charge for each module.

All other actions, particularly via ELO DMS Desktop and its components (ELO Client for Microsoft Outlook, ELO Clients for Microsoft Word, Excel and PowerPoint, ELO File System Client) and other/future solutions, record a write action on the ELO server for every logon and do not grant the user free read access.

- 6.5 Read access is understood as simply displaying and searching for documents or metainformation within the (ELO) system. All other actions within this system are considered write actions and therefore require a license. It is important to remember that a single action in ELO can trigger more than one write action. Accordingly, the transfer of system information to third-party systems as well as OCR write actions (e.g. transferring data to index fields with click OCR) is subject to charges.

The following operations are not considered write/active actions, and are therefore considered read/passive actions. (This list is neither complete nor conclusive)

- Password entry as well as password changes
- Printing within the ELO system
- Sending documents within the ELO system
- Placing or removing documents on/from the Clipboard
- Showing documents (opening for viewing)
- Adjusting the display/views in the full client
- Saving favourite searches
- All administrative actions that the user initiates in the framework of using the system
- OCR actions by users with read-only access

For service users that are created during server or interface processes, for example, a user is included for each purchase of the particular component that may and should be used for this service user.

- 6.6 If more than 20 of these qualified write operations occur within a reporting period of 6 months, this user will be shown in the report as a user with full write access, which requires a purchased license.
- 6.7 Multiple sign-ons from the same workstation with different ELO client technology (e.g. Windows and Java Client, ELO Web Client; ELO Client for Microsoft Outlook, ELO Clients for Microsoft Word, Excel and PowerPoint, ELO File System Client; ELO for Mobile Devices) with the same user logon is regarded as one access and is not prevented.

However, the use of one user name by multiple individuals is not permissible (e.g. a technical user that files documents to ELO on behalf of multiple users).

- 6.8 All ELO clients and modules have an identifier and identify themselves during logon, which makes differentiation and identification, for example, of the respective user, the modules used, login/logout times, IP addresses or host names in a license and system report possible. For sublicensing, a message archived in the ELO system is sent to all administrators to where users are counted that are logged onto the system with the "Edit user data" right.
- 6.9 For technical reasons, it is not possible to operate older and newer versions simultaneously under different license terms. New product versions operate in modern system environments and come with license terms that reflect current requirements. When a new version is purchased, the license terms are updated accordingly. This means that the license terms at the point of purchase and after installation are valid.
- 6.10 The area of use, performance and all other specific program properties shall be defined exclusively in the manuals enclosed with the program. Any other warranted characteristics must be explicitly identified as such and agreed to in writing.
- 6.11 ELO reserves the right to modify or make additions to the license terms at any time. Such modifications can arise due to
- upgrades, updates and modifications to the ELO software,
 - necessary phasing out or new versions of the ELO software,
 - necessary modifications to the license model,
 - changes in law or
 - any other justifiable reasons.

ELO shall notify the end customer of modifications to the license agreement in writing or by electronic means. If the customer does or does not expressly object to these license terms in writing or by e-mail within a 14-day period, the modifications will be deemed as accepted.

7. License report, automated data retrieval, license audit
 - 7.1. A license report is intended to verify how ELO products are used at the company of the Licensee and whether the actual use of the products corresponds to the installed versions, editions, options, hardware, processors and user numbers (license and usage data) for the license agreements valid at the time of purchase.
 - 7.2. Under the terms of this license agreement, the Licensor is entitled to conduct license audits. These generally take the form of automatic license reports. The current license and usage data is automatically transmitted as part of regular status reports that the ELO system usually generates once a calendar month.
 - 7.3. Furthermore, the Licensor is authorized, at the Licensor's cost and no more than once every twelve (12) months, to certify the use of the programs by the Licensee or by a certified and authorized ELO Business Partner or to have it audited. In particular, the Licensor has the right to gather proof of compliance with the license volume according to this agreement or request it from the Licensee. The Licensee is obliged to cooperate in the audit as defined above.
 - 7.4. The ELO Business Partner or Licensor must announce this audit 30 days in advance in writing. The audit may only take place during the Licensee's regular business hours. The Licensee will cooperate in the Licensor's audit, support the technical staff to an appropriate degree and ensure access to information. The audit shall not unreasonably interfere with the Licensee's business activities.
 - 7.5. In either case, the Licensee is obliged, upon written request, to pay possible costs arising for use of programs not covered by license rights. If the Licensee fails to provide payment, the ELO Business Partner or the Licensor has the right to terminate the technical support provided to the Licensee, associated licenses and/or this agreement. The Licensee agrees that the Licensor or the ELO Business Partner will not be held responsible for costs that arise from assisting during the audit.

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