

End-User License Agreement ("Agreement")

Please read this End-User License Agreement ("Agreement") carefully before installing, downloading or using the "ZUGFeRD import" Application ("Application"), consisting of the *Vendor invoice import CII* configuration for the Electronic Reporting module in Dynamics 365 for Finance. By installing, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you and ER-Consult GmbH (a limited liability company under the Austrian law), and it governs your use of the Application made available to you by ER-Consult GmbH.

If you do not agree to the terms of this Agreement, do not install, download or use the Application.

The Application is licensed, not sold, to you by ER-Consult GmbH for use strictly in accordance with the terms of this Agreement.

License

ER-Consult GmbH grants you a revocable, non-exclusive, non-transferable, license to download, install and use the Application solely for your own internal business purposes strictly in accordance with the terms of this Agreement. The Application is offered at a fixed fee per Dynamics 365 tenant and may be installed in all Dynamics 365 environments within the tenant.

Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- copy or use the Application for any purpose other than as permitted under the above section 'License'.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of ER-Consult GmbH or its affiliates, partners, suppliers or the licensors of the Application.

You may though freely modify or extend the included Electronic Reporting configuration "*Vendor invoice import CII*" to adapt the Application to your business software and/or business processes.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks (except as related to Microsoft trademarks), trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of ER-Consult GmbH. The trademarks Microsoft, Dynamics, and Dynamics 365 have been registered as or are under registration as trademarks of Microsoft Corporation.

Updates to Application

ER-Consult GmbH may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the Application. You agree that ER-Consult GmbH has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you. You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Term and Termination

This Agreement shall remain in effect until terminated by you or ER-Consult GmbH. This Agreement will terminate immediately, without prior notice from ER-Consult GmbH, in the event that you (a) fail to pay the license fee when due and payable or (b) fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Dynamics 365 application. Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer. Termination of this Agreement will not limit any of

ER-Consult GmbH rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold ER-Consult GmbH and affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, ER-Consult GmbH, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, ER-Consult GmbH provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software (except for Microsoft Dynamics 365), applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, ER-Consult GmbH makes no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; or (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of ER-Consult GmbH and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application over the previous 12-month period. To the maximum extent permitted by applicable law, in no event shall ER-Consult GmbH or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if ER-Consult GmbH or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Contact Information

If you have any questions about this Agreement, please contact us at eg@erconsult.eu

Entire Agreement

The Agreement constitutes the entire agreement between you and ER-Consult GmbH regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and ER-Consult GmbH.