

End-User License Agreement ("Agreement")

Please read this End-User License Agreement ("Agreement") carefully before installing, downloading or using the "ZUGFeRD Light" Application ("Application"). 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.

License

The Application is licensed, not sold, to you by ER-Consult GmbH for use strictly in accordance with the terms of this Agreement. 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 license 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 extend and modify the included Electronic Reporting configuration "ZUGFeRD Sales invoice" or "ZUGFeRD Free text invoice", or any other Electronic Reporting configuration included 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 or functionality of the Application, which may include patches, bug fixes, updates, upgrades, new versions, support services, and modifications required to comply with new or updated ZUGFeRD specifications (collectively, "Updates").

For a period of **365 days from the date of purchase**, all Updates, including regular updates following new ZUGFeRD specifications, functional improvements, and support, shall be provided **free of charge**.

After expiration of this initial 365-day period, continued access to Updates and support requires the purchase of an annual support subscription, payable upfront for the respective subscription year. The current fee for the annual support subscription is EUR 710. ER-

Consult GmbH reserves the right to adjust this fee on a yearly basis to reflect inflation.

If no valid support subscription is in place after the initial 365-day period, ER-Consult GmbH shall have no obligation to provide any further Updates or support. The Application may continue to function without Updates; however, compatibility with future ZUGFeRD specifications, legal requirements, or system updates (including Microsoft Dynamics 365 updates) is not guaranteed without an active support subscription.

All Updates, whether provided free of charge or under a paid support subscription, shall be deemed an integral part of the Application and shall be subject to the terms and conditions of this Agreement.

Scope of Support

For the avoidance of doubt, support provided under the initial 365-day period or under a paid annual support subscription is limited to standard support services related to the Application as delivered by ER-Consult GmbH.

Support does **not** include custom development, bespoke modifications, adaptations to the specific business processes of the end customer, consulting services, implementation of customer-specific requirements, or changes to Electronic Reporting configurations beyond standard product functionality.

Any such services may be offered by ER-Consult GmbH separately under a distinct written agreement and are not part of the Application license or support subscription.

Term and Termination

This Agreement shall commence on the date you first install, download, or use the Application and shall remain in effect until terminated by you or ER-Consult GmbH in accordance with this section.

The license granted under this Agreement is granted for an indefinite term, subject to compliance with the terms of this Agreement and payment of all applicable fees.

The provision of Updates and support is subject to the conditions set out in the section "**Updates to Application**". Upon expiration of the initial 365-day period following purchase, access to Updates and support shall require a valid, paid annual support subscription. Failure to purchase or renew a support subscription shall **not** terminate this Agreement or the license to use the Application, but ER-Consult GmbH shall have no obligation to provide Updates or support thereafter.

This Agreement will terminate immediately, without prior notice from ER-Consult GmbH, if you:

- (a) fail to pay the license fee when due and payable;
- (b) fail to comply with any material provision of this Agreement.

You may terminate this Agreement at any time by deleting the Application and all copies thereof from your Dynamics 365 environments.

Upon termination of this Agreement for any reason, you shall immediately cease all use of the Application and delete all copies of the Application from your systems. Termination of this Agreement shall not limit any rights or remedies of ER-Consult GmbH at law or in equity arising from any breach of this Agreement occurring prior to termination.

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. Without limiting the foregoing, ER-Consult GmbH makes no representation or warranty that the Application will remain compliant with future or amended ZUGFeRD specifications, legal or regulatory requirements, or platform updates (including Microsoft Dynamics 365 updates), unless a valid support subscription is in place at the relevant time and the necessary Updates are provided under such support subscription.

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 zugferd@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.