

JustOn Terms of Use

§ 1 Scope, Subject Matter, Trial Period

- (1) These Terms of Use govern the provision of the software JustOn Billing & Invoice Management between the JustOn GmbH as the provider of the JustOn software application (hereinafter "PROVIDER") and companies or nonprofit organizations (hereinafter "CUSTOMER"). The PROVIDER only recognizes any provisions that contradict or deviate from these conditions if the PROVIDER has given express written consent to their application.
- (2) By purchasing a software license, the CUSTOMER is provided the technical means and granted the right to telecommunication access to and the use of the JustOn software application under this agreement. The JustOn software application is hosted on servers that are controlled by salesforce.com or contractors of salesforce.com. Using the platform services of salesforce.com does not relieve the PROVIDER of the sole obligation to the CUSTOMER to fully perform the contract.
- (3) The CUSTOMER may use a free version of JustOn for a period of 30 days once under the provisions in §3 of these Terms of Use (trial period). After the trial period, the access to all data processed during this period as well as to any adjustments made will be closed, unless the CUSTOMER purchases a JustOn license. It is the CUSTOMER's responsibility to store the data and adjustments on the CUSTOMER's own system before the end of the trial period.

§ 2 Rights to Use the Software

- (1) The CUSTOMER is granted the non-exclusive and non-assignable right to access JustOn via telecommunications and use the functionalities associated with JustOn in accordance with its intended use by means of a browser for the term of this agreement. The actual scope of the functionality is described on the PROVIDER's website at www.juston.com. Any further rights, especially related to the JustOn GmbH or the JustOn software application, are expressly excluded.
- (2) The CUSTOMER is not entitled to use JustOn in a manner other than that permitted under this agreement, to allow third parties to use JustOn against or without payment, or to make it accessible to third parties. Third parties within the meaning of this provision do not include persons who access JustOn on behalf of the CUSTOMER and for purposes of the CUSTOMER, such as tax consultants, external accountancy services, lawyers, auditors or tax authorities.
- (3) In particular, the CUSTOMER is not allowed to copy, sell or permit the temporary use of JustOn or parts thereof, especially not to rent or lend it.

§ 3 Updates, Support

- (1) The PROVIDER is constantly striving to improve and expand the functionalities of JustOn and to eliminate defects of JustOn. For this purpose, the PROVIDER provides software additions and extensions (updates) at irregular intervals. These updates do not restrict the scope of the previously existing functionalities of JustOn. Nevertheless, the CUSTOMER may refuse to install the updates.

- (2) In case the CUSTOMER reports a malfunction or defect, the PROVIDER is obliged as well as entitled to make up to three attempts to fix it within a reasonable timeframe. Subsequent improvements can take place in the context of telephone support, by means of remote access to the CUSTOMER's own IT system (with the CUSTOMER's consent) or by installing an update. The CUSTOMER reports malfunctions or defects to the PROVIDER using the Support Portal via support.juston.com. As a rule, the PROVIDER will respond during business hours from Monday to Friday from 09:00-18:00 within 48 hours.

§ 4 Disruption or Reduction of Availability

- (1) The availability of JustOn is subject to the availability of the services of salesforce.com, especially the telecommunication services and servers of salesforce.com. The annual average availability of the software is 98.5%, however, the availability may not be reduced or disrupted for more than two consecutive calendar days.
- (2) Adjustments, modifications and additions to the contractual services as well as measures aiming to identify and remedy malfunctions will only lead to a temporary disruption or reduction of availability if this is mandatory for technical reasons.
- (3) The PROVIDER expressly advises that the PROVIDER is not responsible for the quality of the CUSTOMER's own Internet access.

§ 5 Obligations of the CUSTOMER

- (1) The CUSTOMER undertakes to not save any content on the provided storage space that is considered illegal or violates the laws, official regulations or rights of third parties.
- (2) The CUSTOMER undertakes to keep the credentials required for using the software secret and not to disclose them to third parties, as well as to implement appropriate measures to prevent unauthorized access by third parties to the protected areas of the software.
- (3) The CUSTOMER alone undertakes to supply and maintain the data and information required for using the software. In particular, the CUSTOMER undertakes to create suitable backup copies and to safeguard the data stored in the system until the termination of the contract.
- (4) The CUSTOMER will refrain from attempting, either directly or through unauthorized third parties, to access information or data without authorization or to interfere or allow such interferences to occur in programs provided by the PROVIDER or to penetrate the PROVIDER's data networks without authorization.

§ 6 Remuneration

- (1) The CUSTOMER undertakes to pay the PROVIDER the agreed monthly price, plus the statutory value added tax, for providing the software. The remuneration is determined by the prices agreed in the contract. The remuneration for services and work that are additionally agreed upon after concluding the contract is determined by the PROVIDER's prices applicable at the time of the additional agreement.
- (2) The CUSTOMER will raise objections to the invoiced charge for the services rendered by the PROVIDER in writing within a period of eight weeks after receiving the invoice at the place indicated on the invoice. After this period has expired, the invoice is considered to be approved by the CUSTOMER. The PROVIDER will inform the CUSTOMER of the consequences of his conduct upon sending the invoice.

§ 7 Terms of Payment and Quota Violations

- (1) Unless otherwise agreed, the monthly prices, beginning from the month in which the contract becomes effective as indicated in the contract, are due in advance on the first day of each calendar month.
- (2) If no direct debit has been agreed, the invoice amount must be credited to the account indicated on the invoice within 10 working days after receipt of the invoice.
- (3) If the number of records generated by JustOn (in particular, the number of invoices) exceeds the contractually agreed quota by more than 10%, the PROVIDER is entitled to make subsequent charges for this difference according to the currently valid price list.

§ 8 Liability, Restriction of Use and Warranty

- (1) The PROVIDER guarantees the functional and operational state of the software in accordance with the provisions of this contract. Principally, this guarantee only applies to the current version of JustOn, unless a malfunction reported by the CUSTOMER would have occurred even if the updates offered by PROVIDER had been installed.
- (2) The PROVIDER is entitled to block use immediately
 - (a) if there are reasonable grounds to suspect that the saved data is illegal and/or violates the rights of third parties; in particular, there is a reasonable suspicion of illegality and/or violation of rights if courts, authorities and/or other third parties inform the PROVIDER thereof; the PROVIDER must immediately inform the CUSTOMER of such restriction and the reason for it;
 - (b) in the event of CUSTOMER's default in payment in the amount of one monthly invoice after issuing a reminder and setting a deadline as well as giving written notice about blocking access.

In both cases the CUSTOMER still undertakes to pay the agreed price. The block will be lifted as soon as the suspicion is invalidated or the default in payment has been settled.

- (3) Claims for damages against the PROVIDER are excluded irrespective of the legal basis, unless the PROVIDER, the PROVIDER's legal representatives or other agents have acted with intent or gross negligence. The PROVIDER is only liable for slight negligence if one of the essential contractual obligations has been violated by the PROVIDER, the PROVIDER's legal representatives, executive employees or other agents. The PROVIDER is only liable for foreseeable damages that typically must be expected. Essential contractual obligations include obligations that form the basis of the contract, that have been decisive for concluding the contract and that the CUSTOMER reasonably expects to be fulfilled. This liability provision expressly does not cover data protection claims.
- (4) The PROVIDER is not liable for the loss of data if the damage is the result of the CUSTOMER's failure to back up the data, ensuring that lost data can be restored with reasonable effort.
- (5) The PROVIDER is liable without limitation for damages caused intentionally and negligently by the PROVIDER or the PROVIDER's agents that result from injury to life, body or health of the CUSTOMER or the CUSTOMER's employees.

§ 9 Exemption

- (1) The CUSTOMER indemnifies the PROVIDER against claims for damages by third parties that result from the unlawful and culpable use of the software by the CUSTOMER or with the CUSTOMER's approval. In particular, this applies to data protection and copyright disputes that relate to the use of JustOn.
- (2) If the CUSTOMER recognizes or has to recognize that such a violation is imminent, the CUSTOMER undertakes to inform the PROVIDER immediately.

§ 10 Contract Start, Duration, Termination

- (1) The contract is concluded for an indefinite period. The minimum duration is twelve months, starting from the date specified in the contract.
- (2) The contractual relationship may be terminated by either party at any time in writing upon expiration of one year with a notice period of 60 days before the end of the contractual year.
- (3) The right to termination without notice for good cause remains unaffected. Termination without notice requires that the other contracting party has received a written warning and is requested to remove the alleged reason for termination without notice within a reasonable timeframe. The PROVIDER is entitled to terminate the contract with immediate effect without issuing a warning and setting a deadline if the CUSTOMER
 - (a) is in default with paying the agreed remuneration or a significant part of it for two consecutive due dates, or
 - (b) is in default with paying the remuneration for a period that exceeds two due dates in the amount that equals the remuneration for two months.
- (4) In the event of a termination without notice, the PROVIDER is entitled to demand a flat-rate compensation in the amount of one third of the monthly remunerations payable until the next possible termination deadline. The compensation is to be set higher or lower if the PROVIDER proves a larger damage or the CUSTOMER proves a smaller damage.

§ 11 Source Code Escrow

- (1) In order to cover the risks listed in paragraph (2) below, the PROVIDER shall, at the CUSTOMER's request, deposit the source code of the JustOn application with an escrow service provider so that the source code can be furnished to the CUSTOMER in case the covered risk event materializes. For depositing the source code and the associated claim on a copy of the source code in the event of the conditions identified below and defined in the escrow framework agreement being met, the following priority applies:
 - (a) the individual agreements,
 - (b) this §11,
 - (c) the conditions defined in the escrow framework agreement and
 - (d) these Terms of Use.
- (2) If the CUSTOMER opts for the deposit of the source code of the JustOn software in the CUSTOMER's favor, the following applies:

- (a) Upon signing the application to join the “JustOn escrow framework contract”, upon receipt of the escrow agreement fee and the deposit fee for the first year of the agreement as well as upon written confirmation of joining by the escrow service provider, the CUSTOMER acquires the immediate right to demand that the escrow provider delivers a copy of the currently deposited version of the JustOn source code under the following circumstances:
- (i) The PROVIDER terminates the contract of use despite the CUSTOMER’s contract compliance, solvency, willingness to pay and declared willingness to continue the contract of use.
 - (ii) The operation of JustOn ceases not only temporarily. The operation of JustOn is deemed to have ceased if despite a written reminder and a reasonable deadline, the CUSTOMER is unable to use JustOn as of the deadline set. A reasonable deadline is deemed to be a period of at least one week. Issuing the reminder and setting the deadline must be made in writing and by registered mail for reasons of proof.
 - (iii) The conditions for delivering a copy of the source code, as defined in the escrow framework agreement between the PROVIDER and the escrow service provider, are met.
- (b) Depositing the source code always only applies to the current version of the source code of the JustOn application, excluding any customer-specific extensions and/or configurations. For this reason, the PROVIDER recommends that the CUSTOMER regularly creates backup copies of the individual, current configuration of the customer-specific version or application environment of JustOn.
- (c) The costs for the source code deposit (escrow agreement fees and deposit fees) become due upon issuing the invoice and payable on the due date in accordance with the payment terms agreed between the PROVIDER and the CUSTOMER.

§ 12 Data Protection and Non-Disclosure

- (1) The CUSTOMER undertakes to comply with the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation when storing and processing personal data of their customers and contractual partners.
- (2) The parties undertake to maintain the strictest secrecy with regard to all confidential procedures that come to their knowledge in the course of the preparation, execution and performance of the contract, in particular business and trade secrets of the other contracting party, as well as not to disclose them to third parties or exploit them in any other way. This applies to any unauthorized third party, including unauthorized employees of the own party as well as of the other party, unless the disclosure of such information is required for properly fulfilling the relevant contractual obligations. In cases of doubt, the relevant contracting party undertakes to request the consent of the other party prior to such disclosure.
- (3) The parties undertake to agree a provision with the same content as the preceding paragraph (2) with all employees and subcontractors appointed by them in connection with the preparation, execution and performance of the contract.

§ 13 Applicable Law and Place of Jurisdiction

- (1) These Terms are subject to German law excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) For any litigation or dispute arising from these Terms, Jena shall be the particular place of jurisdiction.

§ 14 Final Provisions

- (1) There are no verbal collateral agreements in place. Any amendments, supplements and additions to these Terms are only valid if they have been made in writing by the contracting parties. This also applies to any modification of this provision of the Terms.
- (2) Should any provision of these Terms be or become invalid, the remaining provisions remain effective. The invalid provision is deemed to be replaced by a valid provision that most closely corresponds to the economic purpose of the invalid provision. The same applies in the event of an unintended omission in the Terms.
- (3) The PROVIDER is entitled to transfer the rights and obligations under these Terms to a group company within the meaning of Article 15 of the German Stock Corporation Act. Should this occur, the PROVIDER will inform the CUSTOMER in writing. In this case, the CUSTOMER is entitled to terminate the contract without notice.