

General Terms and Conditions for the Use of the JustOn Software Applications

§1 General Information

1. The software applications listed below, each also referred to as App, are extensions to Salesforce CRM that enable Salesforce CRM users to automate financial business processes with third-party systems:
 - JustOn Billing & Invoices Management
 - JustOn Cash Management
 - JustOn DATEV Connector
 - JustOn Schufa Inquiries
2. The current feature scope is available on <https://docs.juston.com>. In addition, you will find the technical requirements as well as the setup instructions for each App on this website.
3. As a prerequisite for using the Apps, the contracting party, hereinafter User, requires access to Salesforce CRM. Furthermore, the User must have access to the relevant third-party system(s) in order to use the complete functionality of each App. Access to the range of services offered by SCHUFA and/ or DATEV is generally subject to a contract/ user agreement with SCHUFA or DATEV. For the use of EBICS (Electronic Banking Internet Communication Standard), the User must have a corresponding agreement with their bank(s).

§2 Scope

These General Terms and Conditions apply to the use of the Apps and to the contracts, including any subsequent contracts, hereinafter subscriptions or subsequent subscriptions, concluded for this purpose between the User and JustOn GmbH, Maelzerstr. 3, 07745 Jena, Germany, commercial register HRB 505096 (Local Court Jena), VAT Id DE269657170, hereinafter JustOn. Deviating or conflicting terms and conditions do not apply unless JustOn has expressly agreed to them.

§3 Contract Conclusion, Purchase of the App, Registration as a User

1. The Apps can be installed on the Salesforce platform via <https://appexchange.salesforce.com/> as trial subscriptions and can be used free of charge for a period of 30 days each. If the User wishes to continue using the App thereafter, the User must enter into a usage/ license contract with JustOn. JustOn will send the user a binding offer for this purpose. If the User accepts this offer by signing it and returning it to JustOn, the usage/ license contract will be concluded on the conditions specified in the offer.
2. After receiving the acceptance notice, JustOn will activate the selected App for productive operation.
3. The Apps are designed exclusively for the intended use on the Salesforce platform (under <https://www.salesforce.com>) and cannot be used in other software environments. The purchase of the App does not imply any right for the user to receive the software program on which the App is based in digital or physical form. The same applies to the object code as well as the source code.

§4 Rights Granted

1. JustOn grants the User the non-exclusive right to use the App for its intended purpose to the extent agreed in the context of the Salesforce platform, and in particular to reproduce it to the extent necessary for this purpose. Rights granted also include the right of the User to permit

employees and/ or contractors of the User to use the App as intended, to the extent that this is covered by the agreed scope of use.

2. These rights are granted only to the User and may neither be further transferred nor granted (sub-licensed) to third parties not covered in paragraph 1 above.
3. The reproduction of the software on which the App is based in the context of a platform other than Salesforce, in particular on external storage media, and/ or the use of the app outside the Salesforce platform, is expressly prohibited. The App, including the source code on which it is based, must not be modified.

§5 Remuneration

1. The use of the App and the associated grant of rights are subject to remuneration on a monthly basis, unless otherwise agreed in the usage/ license contract. The remuneration (usage and/ or license fee) is due no later than the third working day of each month. JustOn will separately submit an invoice to this effect.
2. The amount of the remuneration usually depends on the following and possibly other parameters:
 - Number of App operators (users),
 - Number of business entities within a subscriber organization,
 - Number of transactions per month, such as the number of invoices, and
 - Subscription term, if applicable.

§6 Data Security/ Data Protection

1. The User is the only party responsible for all data generated and/ or produced and/ or processed by them or using the App, including personal data. JustOn has no access to the App and/ or the data processed using it.
2. With regard to the personal data collected in the context of this contract, the following rules apply:

Personal data of the User, including any operators, will be used, to the extent necessary for the foundation, execution, and termination of the contractual relationship, exclusively for the purpose of processing the App subscription. Any further use of such personal data for the purpose of advertising, market research or tailoring JustOn's offerings to meet specific needs will not take place.

§7 Warranty/ Liability

1. The statutory warranty regulations under German law apply. JustOn will provide defect corrections as well as software modifications imposed by new legislation for installation via <https://appexchange.salesforce.com/> at irregular intervals and at its own discretion.
2. JustOn is liable in the case of intent and gross negligence. Furthermore, JustOn is liable for the negligent breach of obligations that are essential for the proper execution of the subscription, the breach of which puts the achievement of the purpose of the contract at risk, and the fulfillment of which the User may regularly rely on. In the last mentioned case, however, JustOn is only liable for foreseeable damages that typically must be expected. JustOn is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding clauses.

3. The preceding exemptions from liability do not apply in the event of injury to life, body, and health. Liability under the German Product Liability Act remains unaffected.

§8 Termination

1. The subscription will be renewed for a period of 12 months at the conditions in force at the time of renewal, unless one of the parties terminates the subscription with a notice period of 60 days before the subscription expires.
2. The right to termination without notice remains unaffected. JustOn is entitled to terminate the contract without notice if, for example, the User is in default with more than two usage/ license payments.

§9 Applicable Law, Place of Jurisdiction

1. These Terms and Conditions are subject to German law excluding the UN Convention on Contracts for the International Sale of Goods.
2. The place of performance as well as the exclusive place of jurisdiction for any litigation arising from these Terms and Conditions shall be the registered office of JustOn.