End-User License Agreement
for Office Add-Ins

Last change: 01 June 2018

(1) Scope of Application

The subject matter of this End-User License Agreement (hereinafter referred to as "License Agreement") is the granting of rights in and to the software of HDC (hereinafter referred to as "Software") by HDC, Am Friedrichshain 9, 10407 Berlin, Germany (hereinafter referred to as "HDC") to the end-user (hereinafter referred to as "Licensee").

This License Agreement applies both to companies and legal entities under public law as well as to consumers. It applies to the provision of the Software free of charge and also during a test phase.

To the extent that open source software has been integrated into the Software or is provided to Licensee by HDC together with the Software, the use of such software shall be primarily subject to the applicable open source license terms that HDC will provide to Licensee upon request. Alternatively, the terms of use set forth in this License Agreement shall apply in a supplementary manner.

General terms and conditions of Licensee deviating from this License Agreement will not become a part of this Agreement, including all cases where HDC does not expressly object to them.

(2) Conclusion of License Agreement

Licensee is granted the right to use the Software as-is for personal and business use.

The License Agreement in its current version may also be retrieved and printed from the HDC website at any time.

The Agreement is concluded in the English language.

(3) Right to Revocation

Consumers have the right to revoke the License Agreement. Consumers are individuals that enter into a legal transaction for a purpose that cannot be primarily attributed to their commercial nor self-employed activities.

Please write an email to info@h-d-c.de to revoke this license agreement.

(4) Provision of Software and Pre-Conditions for its Use

Licensee has no right to receive or use the source code. User documentation is available to Licensee in the English language in the form of a help portal on the HDC website. Licensee will be responsible for installing the Software on its system.

The scope of functionality of the Software is set forth in the product description published by HDC and in the user documentation. Prior to the conclusion of the License Agreement, Licensee has verified that the Software and its functionality meet its requirements and expectations. It is familiar with the key features and the operating conditions of the Software.

Software updates will be applied automatically and the Licensee has no right to stay on an old version or delay the update. A software update may make the software unusable for the Licensee or requires further update in other infrastructure components (e.g. Microsoft Excel).

The system requirements that are required for a trouble-free use of the Software at Licensee's facilities are described on the HDC website. Licensee bears the sole responsibility for meeting these system requirements. HDC expressly advises Licensee that it is not possible to check and test the Software for its compatibility with and operability in all system environments that may be used. HDC does not warrant the future operability of the Software, e.g., following a hardware or operating system change at Licensee's facilities.

The Software will be embedded in Licensee's software environment as an add-on or plug-in (in particular, in connection with the software Microsoft Excel). Due to this close technical integration and interdependencies with other programs of Licensee, HDC does not warrant the future operability, interoperability and compatibility of the Software in the event of a release change in Licensee's software environment. In particular, a release change within Licensee's software environment (especially when Microsoft Excel is updated) may require Licensee to acquire and install a new update of the Software.

(5) Grant of Rights

HDC reserves any copyrights and other rights in and to the Software (including all updates) for itself and/or its licensors with regard to the business relationship with Licensee. Licensee is granted a non-exclusive right to use the Software in accordance these terms.

HDC grants Licensee a non-exclusive, indefinite and world-wide right to use the Software for its own purposes. Licensee has the right to use the Software with the licensed number of Named Users. "Named User" means that access to the Software is restricted to the Licensee itself and/or the individuals that were named by Licensee and for whom valid licenses had been acquired under this License Agreement. Licensee and/or the Named Users are authorized to install the Software on the agreed number of devices and to load it into the memory of such devices to the extent required for the Software use within the licensed scope.

HDC reserves any other rights, in particular, the right to distribute the Software in any manner, including renting, the right to rearrange or modify the Software, and to make the Software publicly and non-publicly available (e.g., on a network). Any use of the Software by or on behalf of third parties (e.g., within the scope of data center operations, Software as a Service, cloud computing,

etc.) requires the prior written consent from HDC.

Prior to any decompiling for the purpose of achieving interoperability of the Software, Licensee shall request HDC in writing to make available the necessary information and records within a reasonable period of time. Licensee is not permitted to decompile until the time period granted for providing information and records has expired without result and only within the statutory limits set forth in § 69e of the German Copyright Act. Prior to commissioning third parties with the decompiling of the Software, Licensee shall submit a written declaration from such third party to HDC in which this third party agrees to be bound to confidentiality directly vis-à-vis HDC.

Licensee shall not provide the Software to a third party, unless it fully and finally discontinues its own use of the Software. The temporary or partial transfer to third parties or the transfer to several third parties is not permitted. Any transfer of the Software requires the prior written consent from HDC. HDC shall grant its consent provided that Licensee submits a written declaration from the third party in which it agrees vis-à-vis HDC to comply with the license terms, and if Licensee confirms in writing that it has provided all original copies of the Software to the third party and that it has deleted in an unrecoverable manner any Software copies that it had made itself.

With regard to test installations, Licensee's rights to use are restricted to the term of the test period and to such acts that serve the evaluation of the state and properties of the Software, its suitability for the use intended by Licensee and the examination of its compatibility with the system and software environment of Licensee.

Any use of the Software that exceeds the rights granted to Licensee requires the prior written consent from HDC. In the event of an exceeding use without this consent, HDC may charge Licensee for the exceeding use (including in the past). Any other rights of HDC due to the exceeding use remain unaffected.

(6) Claims for Defects

If Licensee is a consumer and purchases a license against remuneration, the following Articles 7, 8 and 10 below will not apply. In the event of Software defects, consumers have the right to assert unrestricted warranty claims according to the applicable statutory provisions.

In the event that HDC provides the Software under a license for remuneration (purchase agreement), HDC warrants that the Software complies with the description on the HDC website, in the user documentation and in this License Agreement. Licensee shall promptly report any defects of the Software. The report shall include, to the extent possible, a comprehensible description of the error symptoms, supported by written records (e.g., error logs). To the extent that statutory provisions require Licensee to inspect the Software for defects and to notify HDC, these obligations remain unaffected.

Defects within the meaning of this warranty clause shall only be such defects that are reproducible and caused by quality deficiencies of the Software. Thus, a functional impairment that, e.g., results from a change of the operating system, a release change within Licensee's software environment, mal-operation or other reasons for which Licensee is responsible shall not be deemed to be a defect. Furthermore, HDC shall be released from its liability for defects if Licensee has modified the Software or used it in violation of the License Agreement, unless Licensee is able to show that the defect is not

related to these circumstances.

In the event that a defect of the Software can be shown to exist, HDC initially has the right and obligation to subsequent performance. At the option of HDC, subsequent performance shall be fulfilled by the rectification of the defect, by making available an update or by providing to Licensee a reasonable possibility to avoid the consequences of the defect (workaround). In the event that a defect does not affect the Software functionality or only causes a slight impairment, HDC has the right to rectify the defect by providing a new update within the scope of its scheduled release planning.

In the event that subsequent performance finally fails (for each notified defect no less than two (2) attempts are permissible) or if HDC refuses to carry out activities for subsequent performance, Licensee has the right to rescind the License Agreement. Claims to damages and reimbursement of wasted expenditures are subject to Art. 8 of this License Agreement.

With regard to Software updates Licensee may only assert claims based on defects, if any, for the respective new features included in the update. Any claims based on defects that already existed in the previous Software version, but had not been discovered, remain unaffected.

(7) Infringement on Proprietary Rights

HDC warrants that the Software provided to Licensee is free from third-party proprietary rights and indemnifies and holds Licensee harmless from and against third-party claims based on the infringement on proprietary rights subject to the following provisions.

In the event that third parties assert claims against Licensee based on the infringement on their proprietary rights as a consequence of the use of the Software in compliance with this Agreement, Licensee shall notify HDC promptly and comprehensively in writing. HDC has the right, but is not obligated to handle the dispute with the third party in court and out of court in its sole responsibility. In the event that HDC acts upon this authorization, Licensee shall reasonably assist HDC free of charge. Licensee shall not recognize any third party claims at its own discretion.

In the event that it can be shown that defects as to title existed at the date of the passing of the risk, HDC will procure the lawful right to use the Software and grant it to Licensee. Alternatively, HDC has the right to replace the Software affected with an-other, equivalent software, provided, however, that Licensee can be reasonably expected to accept this. In the event that the infringement on third party proprietary rights and/or a legal dispute regarding the corresponding third party rights can be avoided or settled by Licensee using the current Software version that had been provided by HDC, Licensee is obligated to install and use this Software version within the scope of its duty to minimize damage, unless Licensee proves that it cannot be reasonably expected to use the current Software version.

HDC shall indemnify and hold Licensee harmless from and against any damage caused by infringements on proprietary rights within the liability limitations set forth in Art. 9, provided, however, that this damage was caused by a defect as to title for which HDC is liable. In all other regards, the provisions regarding defects as to quality set forth in Art. 7 shall apply accordingly to any claims based on defects as to title.

(8) Liability

HDC shall only be liable for damage resulting from the use of the Software provided free of charge and/or during a test phase which is not subject to remuneration in the event of intentional wrongdoing or gross negligence.

Apart from that, HDC shall only pay damages and reimburse wasted expenditures within the limits set forth below, irrespective of the legal cause (e.g., contractual liability, tort):

in case of intentional wrongdoing and gross negligence for the full amount;

in all other cases only for violation of a contractual duty that is of such material im-portance that the attainment of the purpose of the Agreement would be jeopardized so that Licensee may rely on compliance with the same (Kardinalpflicht). In these cases, HDC shall only be liable for the foreseeable and typical damages.

If Licensee is a company or business person, the typical and foreseeable damage within the meaning of the foregoing sub-paragraph is limited to the contract volume, however, not less than EUR 10,000.00 per damage incident (as a maximum liability cap).

Except in case of intentional wrongdoing and gross negligence, liability for data loss is limited to the expenses typically incurred for data restoration, provided that Licensee has made backup copies on a regular basis and in a manner that is reasonable in view of the level of risk.

Liability for personal injury and under the Product Liability Act (ProdHaftG) remains unaffected by the above provisions.

(9) Statute of Limitations

The limitations period for claims of Licensee resulting from defects and for damages and reimbursement of wasted expenditures is one (1) year. This shall not apply if the defect exists in the form of an id rem right of a third party and if the third party may claim the surrender of the Software based on this right.

The commencement of the statute of limitations period is subject to the applicable statutory provisions. If a maximum period is defined in the statutory provisions, the claim shall come under the statute of limitations no later than upon the expiration of five (5) years from the date on which the claim arose.

The statutory limitations period for claims against HDC due to an intentional or grossly negligent violation of a duty, in particular, in the event of the malicious concealment of a defect, assumption of a guarantee and personal injury or under the Product Liability Act (ProdHaftG) remains unaffected.

(10) Confidentiality and Data Protection

Licensee agrees to treat any business and trade secrets of HDC and any other business information of an obviously confidential nature that are disclosed to Licensee or of which it may become aware in any other manner in strict confidence. It shall use such information only for the purpose specified in the Agreement and shall not disclose it to unauthorized third parties. In particular, confidential information shall include the Software provided to Licensee. Licensee shall ensure that unauthorized third parties are unable to gain access to confidential information.

HDC will store and process personal data of Licensee (name and email address) only to the extent required for processing and performing the License Agreement or to the extent that Licensee has granted its consent to the processing of its data.

HDC will store additional data in the local inbox of the Licensee

Depending on the use-case, confidential business data of the Licensee may be routed through HDC servers and being processed. HDC will never store these data, will not analyze the content of the data or forward it to external parties. It is only used to overcome technical limitations in the Office environment.

(11) Final Provisions

Licensee is not allowed to assign or transfer any contractual rights or duties to third parties – including any affiliated companies of Licensee – unless it has obtained the prior written consent of HDC.

In the event that Licensee materially violates any provision of this License Agreement, HDC has the right – in addition to other rights that remain unaffected – to revoke the right to use the Software granted to Licensee.

This License Agreement is governed by German law, and the UN Convention on the Sale of Goods is excluded. Mandatory national consumer protection law at Licensee's place of residence remains unaffected. Mannheim, Germany, is the place of jurisdiction for all disputes arising out of or in connection with this License Agreement, if Licensee is a business person or treated as such, or if its place of business or residence is abroad. HDC has the right to bring action against Licensee before any other national or international court having jurisdiction.

If any provision of this License Agreement is or should become invalid or unenforceable, or in the event of a gap in this License Agreement, the remaining terms and provisions governing the contractual relationship shall remain in full force and effect. The invalid, unenforceable or missing provision shall be replaced by such a valid provision that most closely reflects the economic and business intention of the parties at the time the License Agreement was concluded.