

Software - Lease agreement

- Modification of an existing software lease agreement.**
This eliminates the charge for the flat-rate processing fee.

between

ezSoftware e.K.
Dr.-Atzinger-Str. 1a
DE-94036 Passau

District Court of Passau
Reg.-No. HRA 12245

hereinafter referred to as Lessor

E-mail: info@ezSoftware.de
Fax No. **0751 – 76 46 25 70**

and

Company

Last name, First name

Street

Postal code / City

Telephone

E-mail

hereinafter referred to as Lessee.

Both parties – Lessor and Lessee – agree to the following:

§ 1 Subject of the agreement

Subject of the agreement is the software **ezContact – CRM software for the documentation and administration of customer relations** in its latest version. This includes all updates and version changes during the term of the agreement. For the duration of the agreement, the lessee receives the non-exclusive right to use this software on a workstation or a network.

The ezContact program and documentation are subject to copyright protection. The lessee may copy the program solely for backup purposes and may not under any circumstances pass the program on to a third party, or install the program on more than one workstation or network.

Upon receipt of the signed agreement (by post, e-mail, or fax to **0751-76462570**) and the first payment (1st lease payment plus 30.– Euro flat-rate processing fee), the Lessor will provide the Lessee with the current program license via e-mail or as a CD-ROM.

Updates will be made available to the Lessee as Internet downloads.

The lessee is entitled to free *) support (by email, telephone hotline, ezSoftware Forum).

*) free of charge within the first three months after the beginning of the lease as well as **always** for software errors. For any other problems and questions, even regarding Windows or Word, or moving to other machines, please use our telephone hotline.

§ 2 Lease payment

Calculate your monthly lease payment here on the basis of the desired software version (Access version or SQL version) as well as the additional modules and user workstations that you require.

The specified lease charges and the flat-rate processing fee are already inclusive of the statutory value added tax of currently 19% (19 percent).

§ 2.1 Lease payment – Access version

The monthly lease payment amounts to **(please calculate and fill in)**:

10.00 Euro per month for the base level version

_____ Euro per month for add-on modules: **Quantity** ____ x **5.00 Euro**
(please check the desired modules)

_____ **Euro total monthly lease payment.**

Desired modules:

- Network compatibility User administration / Access permissions
- Notebook module

§ 2.2 Lease payment – SQL version

The monthly lease payment amounts to **(please calculate and fill in)**:

15.00 Euro per month for the base level SQL version

_____ Euro per month for user work places: **Quantity** ____ x **3.00 Euro**
(please calculate for the required number of user work places)

_____ Euro per month for add-on modules: **Quantity** ____ x **5.00 Euro**
(please check the desired modules)

_____ **Euro total monthly lease payment.**

Desired modules:

- User administration / access rights
- Notebook module (contains 1 additional user work place)

§ 3 Payment method

The desired method of payment:

- Annually in advance by yearly invoice: Upon receipt of the lease agreement, the Lessee shall receive an invoice by e-mail and shall pay said invoice. For continued lease payments, the Lessee shall receive timely invoices each year, also by e-mail.
- Monthly in advance by standing order: Starting in the second month, payment of current lease payments is made by standing order on the first of the month. The standing order is set up by the Lessee at Lessee's bank.
- Monthly in advance by direct debit: only possible with a SEPA account!
Starting in the second month, payment of current lease payments is made by direct debit and will be charged in advance on the first of the month.

For direct debit, you must fill out and submit the attached SEPA direct debit mandate!

The first payment (1st lease payment plus 30.– Euro flat-rate processing fee) will be transferred by the Lessee to the account of the company ezSoftware e.K.:

IBAN: DE12 6005 0101 0008 9802 94 - **BIC:** SOLADEST600

Bank name: BW-Bank Stuttgart

There will be no additional costs to the Lessee at any time, and increases in the price of the lease are also generally excluded.

The price of the lease is inclusive of all updates, which can be obtained by the lessee from the Internet. If there is a version change, the Lessee will receive a new license by e-mail.

§ 4 Term and termination

The lease agreement begins on the _____ or, at the latest, on the day of the first payment (1st lease payment plus 30.– Euro processing fee) and runs indefinitely.

The minimum lease period is one year and is automatically extended for another year, if not previously terminated. Termination of the lease is possible at any time with a notice period of 14 days at the end of the current period. The notice of termination must be submitted in writing by registered mail and can be submitted by either party. In the event of termination, the Lessee is obliged immediately to remove the contractual software from all workstations, return all original CD ROMs and accompanying documents to the Lessor, and delete or otherwise destroy any copies of the program. Prior to this, the Lessee's own data can be exported for further use.

Termination fees and/or payments are excluded.

§ 5 Conversion to purchase (only with Access version)

A SQL version can only be leased, not purchased. Therefore, this section on conversion to purchase does not apply to a leased SQL version.

The lease agreement pertaining to a leased Access version can be converted to a purchase at any time, whereby all additional lease payments are automatically eliminated. At the subsequent purchase of the license, 50% of the lease fees previously paid will be applied to the purchase price up to a maximum of 80% of the purchase price.

For a subsequent purchase, the transfer of the appropriate balance by the Lessee to the account of the company ezSoftware e.K. shall suffice.

IBAN: DE12 6005 0101 0008 9802 94 - **BIC:** SOLADEST

Bankname: BW-Bank Stuttgart

A subsequent purchase automatically ends the existing lease, thereby voiding all rights arising from the lease agreement and all obligations of the Lessee to the Lessor.

§ 6 Extraordinary notice of termination

The Lessor may terminate the lease agreement for serious breaches of obligations of the Lessee without adhering to a notice period. Particular reasons include:

- Violation of usage restrictions by the Lessee, for example, by assigning the software to any third party or using the software on multiple machines in violation of the agreement,
- Delayed payment of the lease payment. Details are governed by Section 7.

In the case of extraordinary termination, the Lessee is liable for all outstanding lease payments including the full month in which the notice of termination is received, plus interest and costs.

In the case of extraordinary termination, the Lessee is also obliged immediately to remove the licensed software from all workstations, return all original CD ROMs and accompanying documents to the Lessor at the Lessee's expense, and delete or otherwise destroy any copies of the program. Prior to this, the Lessee's own data can be exported for further use. Continued use of the software beyond the termination of the agreement represents a violation of licensing laws and is subject to civil and criminal prosecution.

§ 7 Delayed payment of the lease payment

If a lease payment is delayed due to non-payment of an invoice, non-fulfillment of a standing order, or reversal of debited lease amounts, the following rules apply:

The Lessee receives a first reminder by e-mail and is obliged to pay the Lessor the missed lease payment within one week after receipt of the reminder, plus an amount of 6 Euro as a courtesy and processing fee.

If there is another delay, the Lessee receives a termination warning and has until the end of the month in which the termination warning is sent to pay all outstanding lease payments including the lease and processing fee of 6 Euro per reminder. If this does not happen, a reason for extraordinary termination exists.

If the lease payment is delayed more than 3 times, the Lessor can exercise the right of extraordinary termination regardless of the eventual payment of the lease and processing fees.

§ 8 Liability

For a period of 24 months from the date of the initial transfer, the Lessor guarantees that the software will function substantially according the program description.

The Lessor shall be liable for the operational availability of the licensed software on condition of proper installation and use by the Lessee. If and insofar as there is neither intent nor gross negligence, the Lessor shall not be liable for damages or consequential damages which are directly or indirectly caused by the software with respect to contracting parties or third parties.

The Lessor does not guarantee that the licensed software will lead to specific performance results. The Lessee assumes the risk of economic utility.

The Lessee is responsible for regular and sufficient data protection.

§ 9 Other agreements

The agreement includes all agreements. No other written or oral agreements exist. Changes and additions must be made in writing.

The invalidity of any provision does not affect the validity of the other parts of the agreement. The contracting parties undertake to replace any invalid provision with an effective provision that comes as close as possible to the same economic effect and that best suits the purpose of the contract.

The location of the Lessor's headquarters is agreed as the place of jurisdiction and place of performance for all mutual claims arising from this contract.

Place and date

Signature/stamp Lessee

Signature/stamp Lessor

Annex: SEPA direct debit mandate

Creditor identifier: DE27ZZZ00000105019

Mandate reference will be communicated separately

Granting a SEPA direct debit mandate

I authorize ezSoftware e.K. to collect payments from my account by direct debit. At the same time, I instruct my financial institution to honor the direct debits drawn by ezSoftware e.K. on my account. Before the first occurrence of a SEPA direct debit, ezSoftware e.K. will inform me about the debit in this manner.

Note: I may request a refund of the debited amount within eight weeks, starting with the date of the debit. The terms and conditions of my financial institution apply.

Financial institution
(name and location)

BIC

IBAN

Account holder

Place, date, and signature(s)
