

Supplemental Schedule for the Supply and Maintenance of Docuware and/or Ezescan

This Schedule details the specific terms and conditions that apply to the supply and maintenance of Docuware and/or Ezescan software in addition to the Terms and Conditions at <https://cvdgroup.com/legal/>.

1. Equipment and Services

For the purposes of this Schedule, "Software" shall be the Docuware and/or Ezescan software and the Services shall include the consultancy, installation and maintenance services and any online services (the "Online-Services"), all solely as indicated in the Order.

2. Term and Termination

2.1. The Early Termination Fees shall be 100% of the quarterly charges payable for the remainder of the current year subject to a minimum charge of 6 months at full price plus 49% of the charges payable for the remainder of the Term thereafter.

3. Additional Terms

3.1. Further to the Terms and Conditions, the licence terms applicable to Docuware software are as at www.docuware.com/legal and those applicable to Ezescan software are as at <https://www.ezescan.co.uk/downloads/license-agreements/united-kingdom>. The Customer hereby agrees to such of those terms as are applicable to the Software ordered by it hereunder and its use of such Software confirms such agreement.

3.2. Licensors of the Software have the right to make changes to the specification of the Software at any time which do not materially adversely affect the Software.

3.3. With respect to any Online-Services the Parties agree that the provisions of Exhibit 1 to this Agreement shall apply. In the event of any conflict, the provisions in Exhibit 1 shall prevail.

4. Maintenance Services

4.1. The Customer acknowledges that the original licensor(s) of the Software requires end users to be subject to a valid maintenance agreement for the Software and Online-Services at all times during the Term.

4.2. During the Term, Charterhouse will use reasonable endeavours to provide or procure maintenance services for the Software and Online-Services as set out in this Agreement.

5. Customer Responsibilities

5.1. The Customer agrees that it will not alter, modify nor enhance the Software, nor merge it with other software save as advised by Charterhouse.

5.2. The Customer shall perform regular maintenance on the Software including regular and successful data back-up, regular scanning for viruses and other disabling devices and recommended maintenance in line with the manufacturers' published recommendations.

6. Service Exclusions

6.1. The Services do not include:

- (a) any on-site Services unless separately agreed from time to time;
- (b) support for software not listed in the Order;
- (c) user training, how to use requests or administrative tasks;
- (d) restoration of Software or supply of new versions of Software not included in the Services or any disaster recovery;
- (e) removal of viruses, Trojan horses, spyware, adware, bugs or other disabling or malicious code or software from Customer's systems or the repair of damage caused by any of the foregoing or by the Customer;
- (f) the evaluation, recovery and repair of the underlying server or database infrastructure and associated data;
- (g) recovery of Software following theft, destruction or failure of underlying server or database infrastructure;
- (h) services in respect of equipment or peripheral devices not detailed herein;
- (i) services resulting from changes made by the Customer, administrative issues (including loss of data) or assistance with issues dealt with during training.
- (j) replacement of lost, stolen or damaged licensing certificates or media; and
- (k) any time spent by Charterhouse in providing Services which would in Charterhouse's reasonable opinion have been unnecessary if the Customer had installed and implemented available Software updates or upgrades, whether or not separately chargeable by Charterhouse.

7. Pricing and Payments

7.1. Further maintenance services and Online-Services will be invoiced annually in advance. Additional Services which Charterhouse subsequently agrees to provide will be invoiced in advance.

7.2. With regard to Online Services, the Customer acknowledges and agrees that Docuware has the right to demand an assignment to it from Charterhouse of payment claims against the Customer and the Customer shall comply with such assignment.

Exhibit 1 to the Schedule for the Supply and Maintenance of Docuware and/or Ezescan- Terms applicable to Online-Services

1. Scope of this Exhibit

1.1. This Exhibit governs the use of Online-Services. Customer is aware that the Online-Services are provided by DocuWare Europe GmbH, of Therese-Giehse-Platz 2 in D-82110 Germering, Germany ("DocuWare"). The Customer acknowledges that the Online-Services are protected by Intellectual Property Rights owned or controlled by DocuWare.

1.2. Except for the licence rights explicitly granted herein, the Customer shall not be granted any rights to the Online-Services, the software applications related thereto and the intellectual and industrial property rights contained therein.

2. Authorised User

2.1. The Customer may use and have the Online-Service used by the organisation identified on the user-interface (hereinafter the Customer and the organization jointly the "User"). Customer is liable for any breach of this Exhibit by the User.

2.2. The User may use the Online-Services, but shall have no right to make any claims against Charterhouse. Only the Customer shall have the right to make claims against Charterhouse under this Agreement.

2.3. The Customer agrees to inform Charterhouse about any loss of access or authorisation codes and any illegitimate use of the Online-Services without delay.

3. Cancellation Right

The Customer acknowledges and accepts that Charterhouse needs sufficient time to verify if the required capacities for the Online-Services stated in the Order are available from DocuWare and such verification process may take up to three weeks following the Customer's signature. The Customer therefore accepts that Charterhouse may refuse to accept an Order within 20 Working Days of receipt if the capacities are not available.

4. Scope of Online-Services

4.1. The Online-Services provided hereunder are as described in this Agreement.

4.2. The Customer shall not be granted any rights relating to the Online-Services and the software applications provided thereby and any Intellectual Property Rights related thereto, except a non-exclusive, non-sublicensable and non-transferable right to access and use the Online-Services and to install and use the local application(s) required to use the Online-Services as explicitly granted herein per Section 5 below solely for the Term. In particular no right to any source code is granted.

4.3. The User shall use the Online-Services solely for the purpose of managing its own documents. The User shall not have any right to sublicense, transfer or assign its rights to use the Online-Services to any third party or use the Online-Services for the purposes of a third party, especially by providing document management services for such third party.

4.4. Charterhouse will use reasonable efforts to ensure that the Online-Services are available to the User for 99.5 % per calendar year. Downtimes caused by Force Majeure events and scheduled maintenance downtimes shall not be calculated as downtime. Charterhouse will use reasonable efforts to limit such scheduled maintenance downtimes to 5 times each year for up to 10 hours each, and to notify Customer of them by way of e-mail or via the DocuWare website with at least 1 Working Days' notice.

4.5. The use of the Online-Services by the User is limited to the following use ("Basic Use") for which purposes the

'standard scope of use' shall be measured on the basis of the average amount of usage or occupation between all users of DocuWare's Online-Services, taking into consideration the ordered Online-Services (package(s) plus documents) and additional services, if any:

- (a) the manual and individual storage of and accessing to data and documents by the User,
- (b) the transfer of data between the User and DocuWare's facilities not exceeding the standard scope of use, and
- (c) the use of User-configured batch operations of the Online-Services not leading to a processor occupation or data traffic exceeding the standard scope of use.

4.6. In the event that the Customer's use of the Online-Services exceeds the standard scope of use by 20% or more ("Material Excess"), Customer will be informed and requested to limit the use of the Online-Services down to the standard scope of use within 15 Working Days. The Customer agrees to pay Charterhouse additional fees for any Material Excess not reduced within this time. Charterhouse may, in addition to the foregoing and without limiting other rights or remedies, immediately terminate the affected individual Online-Service for cause if the Customer does not remedy the notified breach within the time limit set out above, even if the Customer has not been advised about the possibility of such termination with such notice. In addition to the foregoing, Charterhouse may, immediately and without further notice, block the Customer from further access to the Online-Services without terminating the Online-Service in the event that:

- (a) a Material Excess materially affects the usability of the Online-Services by other customers or endangers the stable operation of the Online-Services; or
- (b) the Customer materially breaches its obligations hereunder. Charterhouse will unlock such access if the reason for such blocking has been remedied. Where use of Online-Services has been granted free of charge for a trial period, Charterhouse may block the access in the above mentioned cases without notice at any time and without further restrictions or obligations.

4.7. Online-Services may be limited to certain agreed volumes, for example relating to the capacity of the online storage or the number of connected end user devices (the "Limitation"). The Online-Services will not be expanded automatically beyond the Limitation in the event of an excessive use. The Customer is solely responsible for monitoring its usage and requesting any extension to the agreed volumes. Charterhouse accepts no liability resulting from use in excess of the Limitation, even if the Customer has not been notified by Charterhouse about the fact that the Limitation has been reached by the Customer.

4.8. The User shall refrain from any use of the Online-Services for any illegal purposes. The User shall in particular not use the Online-Service to store, manage or distribute content which:

- (a) is offensive, discriminatory, which glorifies violence or is illegal;
- (b) contains malware, viruses or similar malicious software; or
- (c) infringes third party rights, including without limitations third party Intellectual Property Rights. The Customer will ensure, for example, by implementing effective systems access control mechanisms, that no such content will be transferred to DocuWare's (including without limitation its sub-agreementors) IT infrastructure

- and distributed or shared via the Online-Services.
- 4.9. The use of the Online-Services requires internet access and computing facilities with the system requirements identified in the technical documentation (accessible online form Docuware.com) for the relevant Online-Service. The Customer is aware and accepts that such requirements may be changed from time to time.
 - 4.10. Charterhouse may change, modify or alter ("**Change**") the Online-Services during the Term at any time, especially in relation to the user interface and functionalities of the applications, provided the overall functional scope is not materially impaired thereby. Changes will be implemented through updates or upgrades. Charterhouse or DocuWare shall use reasonable endeavors to inform the Customer prior thereto, where possible with a 15 Working Day notice period.
 5. **Rights to Local Applications**
Charterhouse hereby grants the Customer, solely for the Term, a non-exclusive, non-sublicensable and non-transferable right to install on hardware devices controlled by the Customer and to use, subject to Customer's compliance with the licence terms set out herein and the requirements of the online help documents, local applications provided by DocuWare through Charterhouse, to the extent required to access and use the Online-Services. The Customer shall refrain from any copying, decompiling or reverse engineering of such local applications, unless explicitly provided otherwise by this Agreement or mandatory applicable law.
 6. **Rights to Data and Content and Indemnity**
 - 6.1. The Customer grants Charterhouse at no charge the right to copy, have copied, store, have stored, modify, have modified, alter, archive, have archived or otherwise use or have used any document and data provided to Charterhouse by the User when using the Online-Services, to the extent required to render the

Online-Services. The User represents warrants and undertakes that it has been granted corresponding rights to such data from third parties having rights thereto, where required and is authorised to grant these to Charterhouse.

- 6.2. The Customer shall defend and indemnify without limit Charterhouse and DocuWare upon request against any third party claims and hold Charterhouse and DocuWare harmless from any damage resulting from a breach of Sections 4.8 or 6.1.

7. **Termination of the Individual Exhibit / Reduction of Service**

- 7.1. After the Initial Term or any renewal thereof has elapsed, or if no term is stated, twelve (12) months have elapsed, subject to a notice period of eight (8) weeks prior to the end of such period:

- (a) either Party may terminate this Agreement in respect of the Online-Services for convenience, or
- (b) the Customer may, with effect from the commencement of any renewal period, request a reduction of the scope of the Online-Services or of the ordered volumes / capacities. Charterhouse will not unreasonably withhold its consent to such request and if agreed will provide the Online-Services in the reduced scope from the effective date of such request. If Charterhouse does not accept such request within 15 Working Days following receipt of the request, Charterhouse may either terminate the Service or continue the provision of the Online-Services in unaltered form.

8. **External Back-up**

The Customer shall implement effective measures and processes enabling and safeguarding an additional backup archiving of all relevant documents and data outside of the system provided by the Online-Services as protection against any temporary or permanent failures of the Online-Services.