

End User License Agreement AmeXio

Date: 19 February 2025
Version: 1.0

This is the End User License Agreement ("**EULA**") of AmeXio Netherlands B.V., a Dutch limited liability company with its office at Steijgerweg 8, 5616HS in Eindhoven and registered with the Chamber of Commerce under registration no. 27343208 ("**AmeXio**"). This EULA applies to the Webtop to Smart View Converter made available by AmeXio (the "**Software**").

You are permitted to download and use the Software with limited functionality free of charge via www.amexiogroup.com/webtop-to-smartview or upon instruction by AmeXio (or Reseller). The free version allows you to perform an Impact Assessment and generate a report. Full access, including the ability to generate various export files based on the report, requires the purchase of a valid License File.

By downloading the Software, you must explicitly accept this EULA, which governs all use of the Software by you, your employees, or any third parties engaged by you. You are responsible for ensuring compliance with this EULA by all such parties. Please read this EULA carefully.

Article 1. Definitions

All capitalized definitions in this EULA, both in their plural and singular form, are defined as indicated in this article:

- 1.1. **Conversion:** the process of analyzing the applications, configurations, and other elements of WebTop, as identified in the Impact Assessment Report, and transforming them into Output.
- 1.2. **Conversion Items:** all applications, configurations and other elements identified by the Software as eligible for transformation from OpenText Documentum WebTop to OpenText Documentum Smart View, as determined through the Impact Assessment and detailed in the Impact Assessment Report.
- 1.3. **D2-Classic:** the OpenText Documentum D2 Classic user interface.
- 1.4. **D2-Config:** the configuration application to set up D2-Classic and Smart View applications. While most configurations in D2-Config are shared between D2-Classic and Smart View, some differences remain.
- 1.5. **Documentation:** the documentation related to the Software made available by AmeXio via the Website or otherwise.
- 1.6. **End User:** a natural or legal person acting in the exercise of a profession or business, with whom AmeXio concludes the EULA.
- 1.7. **EULA:** this End User License Agreement between AmeXio and End User, including any Annexes thereto.
- 1.8. **Impact Assessment:** the process conducted by the Software to analyze existing configurations within the WebTop environment. The results of this analysis are detailed in an Impact Assessment Report.
- 1.9. **Impact Assessment Report:** this report provides a list of existing applications, configurations, and other elements eligible for conversion.
- 1.10. **Intellectual Property Rights:** all intellectual property rights and related rights, including, but not limited to, copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights as well as rights to know-how.

- 1.11. **License File:** a unique file provided by AmeXio that grants the End User the right to do a Conversion with the Software in accordance with the Conversion Items specified via an Impact Assessment Report The License File ensures that only the designated Conversion Items can be Converted.
- 1.12. **Output:** the files generated by the Software based on the Conversion Items identified in the License File. Output includes, but is not limited to:
 - a. **D2-Config Export File:** a file containing the converted configurations for direct import into D2-Config.
 - b. **To-Do Files:** detailed list of tasks required to complete the configuration in D2-Config.
 - c. **Optional Conversion Scripts:** scripts designed to adapt specific Conversion Items directly in the target environment, particularly for cases where standard deployment processes across multiple environments may not be applicable.
- 1.13. **Party:** End User and AmeXio, jointly or separately.
- 1.14. **Reseller:** third party that is authorized to resell the Software.
- 1.15. **Smart View:** the OpenText Documentum Smart View user interface.
- 1.16. **Software:** the Webtop to Smart View Converter developed by AmeXio, which automates the conversion of configurations from OpenText Documentum WebTop to Smart View, including any future patches, updates, upgrades, as well as any related additional software and documentation.
- 1.17. **Third-Party Software:** software solutions and related services provided by third parties for which End Users must already have an agreement with the respective third party, and on which AmeXio's Software depends.
- 1.18. **Website:** AmeXio's website, accessible via the www.AmeXiogroup.com domain, or subdomains and other domain extensions.
- 1.19. **WebTop:** the OpenText Documentum WebTop user interface.

Article 2. Goal, download and installation of the Software

- 2.1. The primary purpose of the Software is to accelerate and automate specific steps in the migration process from WebTop to Smart View and WebTop to D2-Classic. Where references are made to WebTop to Smart View, the same applies to migrations from WebTop to D2-Classic. The Software is designed to streamline the conversion of configurations, applications, and other elements, reducing the time and effort required for migration while ensuring a structured and efficient transition.
- 2.2. The End User can download the Software directly via the Website or upon instruction by AmeXio (or Reseller) at no cost. Installation of the Software is the responsibility of the End User.
- 2.3. The Software is only suitable for installation upon a location with access to installation location of the Webtop environment and with access to the Documentum repository. Detailed requirements and installation instructions can be found in the Documentation. The End User is responsible for ensuring that the environment meets the system requirements communicated by AmeXio as part of the Documentation.
- 2.4. The End User recognizes that the system requirements may change for any updated or upgraded versions of the Software. AmeXio cannot provide any guarantees as to the functioning of the Software if the environment does not meet the system requirements and is not liable for any associated damages incurred by the End User.

- 2.5. AmeXio shall not be responsible for any installation issues, malfunctions, or incompatibility of the Software with other software, systems, or hardware used by the End User. The End User acknowledges that it is their sole responsibility to ensure that their environment meets the system requirements specified by AmeXio. AmeXio makes no warranties, express or implied, regarding the successful installation or interoperability of the Software with third-party applications or configurations.

Article 3. Functionality of the Software

- 3.1. The download of the Software, as well as the phase during which the Impact Assessment is conducted and the corresponding Impact Assessment Report is generated, is provided free of charge. During this initial stage, certain features and functionalities of the Software remain inaccessible to the End User. Full access to the Software, including its complete range of capabilities, is only granted after the License File has been purchased.
- 3.2. Once installed by the End User, the Software is used to conduct an Impact Assessment to analyze the WebTop environment to identify which applications, configurations, and other elements are eligible for conversion. Using the interactive user interface, the End User can specify the scope of the Impact Analysis. Based on this analysis, the Software generates an Impact Assessment report, which provides a list of existing applications, configurations, and other elements eligible for conversion ("**Conversion Items**").
- 3.3. Following the Impact Assessment, AmeXio prepares a quotation that outlines the costs and scope of the Conversion Items. Upon acceptance of the quotation, a License File is issued by AmeXio based on the Impact Assessment Report. Once the License File is installed, the End User gains access to all functionalities of the Software, limited to the scope of the Conversion Items identified in the Impact Assessment Report.
- 3.4. The Software generates multiple files based on the Conversion Items ("**Output**"):
- i. Configuration export file, containing the converted configurations for direct import into D2-Config. This file must be manually imported into the D2-Config environment by the End User.
 - ii. To-do file that provides a list of tasks required to complete the configuration in D2-Config. This file outlines the actions the End User must take to complete the configuration conversion in D2-Config.
 - iii. (*optional*) Conversion script(s) is/are provided designed to apply specific configuration Conversion Items directly in the target environment, particularly for cases where standard deployment processes across multiple environments may not be applicable
- 3.5. The Software is solely designed to perform a Conversion and generate Output based on the Conversion Items identified in the Impact Assessment. The End User is responsible for completing the migration process after receiving the output files generated by the Software. This includes, but is not limited to, the following activities:
- a. Importing the generated configuration files into the target system, ensuring proper integration with the existing environment.
 - b. Processing all tasks outlined in the provided To-Do list to finalize the configuration.

- c. Completing any additional activities required to ensure a fully functional migration, including manual adjustments where necessary.
- d. Migrating any customizations that are not covered by the automated conversion process, ensuring compatibility with the new environment.
- e. Conducting thorough testing in line with standard project methodologies, including functional, performance, and user acceptance testing.
- f. Following the standard deployment process for configuration management and ensuring compliance with established governance procedures.
- g. Promoting the application through the different stages of the DTAP (Development, Testing, Acceptance, and Production) environment as per standard IT practices.
- h. Managing change effectively, including training end users and ensuring proper documentation of the new environment.

AmeXio provides the necessary output files to facilitate this process, but the responsibility for executing and validating the migration lies with the End User.

- 3.6. If End User requires assistance beyond the functionality of the Software, for example for any of the topics mentioned in 3.5, such services may be provided under a separate agreement. End User may submit a request via the Helpdesk or with their AmeXio contacts.

Article 4. Use and misuse

- 4.1. It is prohibited to use the Software in any manner that is in violation of the EULA or applicable laws and regulations. Additionally, use of the Software in a manner that may cause hindrance or loss and/or damage to AmeXio or any third party is expressly not permitted.
- 4.2. End User may only use the Software for his own use in accordance with the provisions of this EULA. End User may not:
- i. reverse engineer the source code of the Software or decompile the Software, except to the extent permitted by provision of mandatory law;
 - ii. copy the Software to third parties;
 - iii. sublicense the Software or make it available to third parties, by means of rental, Software-as-a-Service constructions, or otherwise;
 - iv. make changes to the Software, except to the extent permitted by mandatory law;
 - v. remove or make unreadable any indications of AmeXio as the owner of the Software or parts thereof;
 - vi. to circumvent any security measures of the Software.
- 4.3. If AmeXio determines that the End User has violated the EULA or applicable laws and regulations, or receives a complaint in this regard, AmeXio may take measures to end the violation. These measures may include the suspension or termination of access to the Software in whole or in part. In addition, AmeXio reserves the right to take any appropriate legal action (including initiating legal proceedings) against the End User for such violations.
- 4.4. The End User will follow all reasonable instructions issued by AmeXio related to the use of the Software and will use the Software in accordance with the Documentation.
- 4.5. The End User is responsible for any use made of the Software and assumes full responsibility for any configurations executed using the

Output generated by the Software. The End User shall indemnify, defend, and hold AmeXio harmless from and against any and all (third-party) claims, damages, losses, or liabilities, including but not limited to legal fees and costs, arising out of or related to:

- i. the use of the Software;
- ii. a violation of the EULA; and
- iii. the use of the Output, including improper implementation, importation, or adjustments made to the End User's IT environment.

Article 5. Intellectual Property Rights

- 5.1. All Intellectual Property Rights pertaining to the Software, the accompanying Documentation and any other materials provided to the End User will remain vested in AmeXio. This applies even after the Agreement is terminated, regardless the reason for termination. The End User only obtains the rights and permissions explicitly granted in this EULA.
- 5.2. All Intellectual Property Rights pertaining Output created by any End User when using the Software shall remain vested with the respective End User.

Article 6. License provisions

- 6.1. AmeXio hereby grants the End User a limited right to use the Software in accordance with this EULA. The use of the Software is divided into two distinct phases:
 - i. During the initial phase, the Software can be downloaded and used free of charge. This phase includes the ability to conduct an Impact Assessment and generate a corresponding Impact Assessment Report of the Conversion Items. Certain features and functionalities of the Software remain inaccessible to the End User during this phase.
 - ii. Full access to the Software's capabilities, including the ability to generate Output files based on the Conversion Items, is granted only after the End User purchases and activates a valid License File.
- 6.2. Based on the number and scope of Conversion Items identified in the Impact Assessment, AmeXio will prepare a quotation outlining the associated costs. Upon acceptance of the quotation by the End User, AmeXio will issue a License File, granting the End User full access to the Software and enabling the execution of the scope identified in the Impact Assessment Report.
- 6.3. The license granted by AmeXio is non-exclusive, non-transferable, and non-sublicensable. The license for the initial phase is granted for an indefinite period and commences upon downloading the Software. The license for full access to the Software is granted upon the purchase and activation of the License File and is likewise valid for an indefinite period.
- 6.4. Each License File is uniquely tied to the End User's specific Conversion Items as mentioned in the Impact Assessment Report and may not be shared, reused, or transferred to other Conversion Items. However, the License File may be used on multiple repositories within the DTAP (Development, Testing, Acceptance, and Production) environments for the same WebTop application. A separate License File must be purchased when other Conversion Items need to be converted.

Article 7. Availability

- 7.1. AmeXio will use reasonable efforts to maintain uninterrupted availability of the Software, but does not offer any guarantee in this regard unless explicitly agreed upon.
- 7.2. AmeXio will make reasonable efforts to keep the Software up to date but cannot guarantee its uninterrupted or error-free operation. Furthermore, AmeXio shall use its best efforts to ensure that the Software corresponds to the functionalities and other characteristics as agreed upon or as described in the Documentation. AmeXio shall use its best efforts to ensure that the Software corresponds to the functionalities and other characteristics as agreed upon or as described in the Documentation.
- 7.3. The Software has dependencies on Third-Party Software, among which WebTop. The End User acknowledges that when such dependencies exist, the Software may not function or may only function partially if the End User does not have access to the relevant Third-Party Software. This risk and responsibility lies entirely with the End User.

Article 8. Confidentiality

- 8.1. The Parties will treat as confidential the information they provide to each other before, during or after the performance of the EULA if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. The Parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the EULA. These provisions continue to apply after the EULA ends for any reason whatsoever and for as long as the disclosing Party has the right to invoke the confidential nature of the information.
- 8.2. Each Party shall use the same degree of care in protecting the confidential information of the disclosing Party as it uses in protecting its own confidential information, but in no event less than reasonable care.
- 8.3. This article shall not apply to any information which:
 - i. is or becomes generally available to the public other than as a result of a disclosure by the receiving Party in breach of the EULA;
 - ii. was within the receiving Party's possession prior to its disclosure to it by or on behalf of the disclosing Party;
 - iii. becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party not under obligation to keep such information confidential; or
 - iv. is developed independently by the receiving Party.
- 8.4. In the event that a receiving Party becomes legally compelled to disclose any confidential information provided pursuant to the EULA, such receiving Party shall provide the disclosing Party with prompt written notice so that such disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the EULA insofar as permitted by law.
- 8.5. Any confidential information provided hereunder shall remain the exclusive property of the disclosing Party. Promptly after the expiration or termination of the EULA for any reason, each receiving Party shall deliver to each disclosing Party all originals and copies of any material in any form containing or representing the confidential information in its possession or shall destroy the same at the request of the disclosing Party relative to such confidential information.

- 8.6. AmeXio always reserves the right to use the knowledge obtained by the performance of the EULA for other End Users to the extent this does not involve confidential information of the End User.

Article 9. Liability

- 9.1. AmeXio's liability for any damages or other claims incurred by End User as a result of an attributable failure by AmeXio to perform its obligations (including guarantees) under the EULA, as a result of an unlawful act by AmeXio, its employees or third parties engaged by it, or on any other ground, is limited per damage causing event, where a series of related events counts as one event, to an amount equal to the amounts AmeXio received from the End User (excluding VAT) under the EULA.
- 9.2. Without prejudice to the foregoing, AmeXio is expressly not liable for indirect damage suffered by the End User. For the purposes of this EULA, indirect damages shall be understood by the Parties to mean only:
- i. lost sales or profits;
 - ii. missed savings;
 - iii. damages for delay;
 - iv. consequential damages;
 - v. diminished goodwill; or
 - vi. damages resulting from business interruption;
 - vii. dataloss; or
 - viii. damages resulting from security incidents.
- 9.3. In the event of an attributable failure to perform the EULA, AmeXio shall only be liable if the End User immediately and properly gives AmeXio notice of default in writing, granting AmeXio a reasonable period of time to cure the failure, and AmeXio continues to fail imputably even after that period has expired.
- 9.4. Any limitation or exclusion of liability of AmeXio shall not apply if and insofar as:
- i. the damage is the result of intent or deliberate recklessness on the part of the management of AmeXio;
 - ii. the damage is the result of death or bodily injury; or
 - iii. the limitation or exclusion would otherwise be in violation of applicable laws and regulations.
- 9.5. Neither Party will be bound to comply with any obligation if the Party is prevented from doing so through force majeure. Force majeure will be deemed to include, among other things, communications or power failures, (distributed) denial of service or other network attacks, riot, insurrection, force majeure on the part of AmeXio's own suppliers, labor disputes, accident, action of government, restrictions on import and/or export. Any liquidity problems on the End User's part do not qualify as force majeure.
- 9.6. In the event of force majeure, AmeXio can suspend the performance of the EULA for as long as the situation continues. If the situation lasts longer than 3 months, both parties will be entitled to terminate the EULA in writing, without any obligation to pay the other party compensation.

Article 10. Updates and upgrades

- 10.1. Each License File is issued for a specific version of the Software. A License File does not grant the right to receive upgrades or new versions (such as new features or enhancements beyond bug-fixes) of the Software. However, it does include the right to receive bug fixes for the respective

version of the Software for which the License File was issued. No liability is accepted for damages caused by bugs if the End User fails to install any bug-fix for the version to which the License File applies.

- 10.2. AmeXio may, at its sole discretion, release new versions, major and minor updates from time to time. If End User wishes to use a new version or an upgrade beyond the bug-fixes for its current version, a separate license or commercial arrangement may be required. Installation of any new version or upgrade is performed solely by the End User.
- 10.3. Any new version or update may be subject to additional conditions. End Users will be informed in advance and will have an opportunity to refuse the installation of a new version or an update. End Users may be continuously requested to install the latest version or update as long as the End User has not installed it. Before installing the new version or update, the End User must accept the additional conditions, which are included in the EULA.
- 10.4. The Software may contain open source software (OSS). Specific conditions apply to this. An overview of OSS components used and applicable license conditions will be available in the Documentation.

Article 11. Support

- 11.1. Documentation with regard to general use and troubleshooting of the Software is provided by AmeXio via the Website or directly by AmeXio (or Reseller).
- 11.2. In addition to the Documentation, AmeXio provides support to the End User by means of a helpdesk. The helpdesk can be reached via the communication channels described in the Documentation.
- 11.3. AmeXio will assume you will consult the Documentation before contacting the helpdesk. The AmeXio helpdesk may refer you back to the Documentation in case your question or issue can be answered or solved by consulting the Documentation.
- 11.4. AmeXio will use all reasonable endeavors to respond to each support request as quickly as possible. However, AmeXio cannot warrant that a response or solution will be provided by the helpdesk in a set amount of time, as such response times are dependent on the nature and complexity of the question or issue at hand.
- 11.5. If End User requires support specifically related to Third-Party Software, End User must contact the respective third party directly.
- 11.6. AmeXio provides support services exclusively for the Software, as outlined in this EULA. Support is limited to addressing defects, errors, and usage-related questions concerning the Software itself.
- 11.7. The Helpdesk does not provide support under this EULA for OpenText Documentum-related issues, or any project-specific work, including but not limited to custom implementations, integrations, or modifications.
- 11.8. If End User requires assistance beyond the scope of standard support, including configuration support for Documentum or project-based services, such services may be provided under a separate agreement. End User may submit a request via the Helpdesk or with their AmeXio contacts.
- 11.9. AmeXio reserves the right to determine whether a request falls within the scope of standard support of this EULA or requires a separate agreement.
- 11.10. If End User wishes to receive support outside of regular business hours (CET), AmeXio and End User may enter into a separate agreement outlining the terms and conditions for such extended support.

- 11.11. AmeXio may amend the support terms at its discretion. If a change significantly impacts the availability or scope of support, AmeXio will notify End User at least thirty (30) days in advance.

Article 12. Payment and pricing

- 12.1. Downloading the Software and conducting an Impact Assessment, including generating the corresponding report is provided free of charge.
- 12.2. As compensation for the granted License File to fully use the Software, the End User is required to pay the agreed-upon price as outlined in the quotation prepared by AmeXio based on the Conversion Items identified in the Impact Assessment Report.
- 12.3. License Files are issued upon full payment of the agreed-upon fees, which are prepaid by the End User to AmeXio or a Reseller. All fees are one-time payments, listed in euros or, in specific regions, in US dollars, and are exclusive of Taxes.
- 12.4. AmeXio will invoice End User for the license fees up front per (payment) term. All payments provided for in the EULA shall be made upfront before the License File(s) are sent to End-User or Reseller. AmeXio may invoice electronically.
- 12.5. In case End User does not make payment or does not make payment on time, AmeXio has the right to suspend its obligations under the EULA, until End User has fulfilled its payment obligation. Suspension may include making the Software inaccessible to End User.
- 12.6. If AmeXio has not received payment after the due date, and without prejudice to any other rights and remedies of AmeXio, the statutory commercial interest, as referred to in Section 6:119a of the Dutch Civil Code, shall accrue on the outstanding amount. Furthermore, End User shall be obliged to pay all the judicial and extrajudicial collection costs, including the costs of lawyers, bailiffs, and debt-collection agencies.
- 12.7. Without prejudice to all other rights, AmeXio has the right to suspend the EULA after the expiration date, until End User has fulfilled its payment obligation.

Article 13. Term and termination

- 13.1. The EULA shall enter into force when the End User downloads the Software and accepts this EULA. The EULA remains valid for an indefinite period. The End User is expressly not entitled to terminate the EULA in the interim unless explicitly stated otherwise in this EULA.
- 13.2. Notwithstanding the foregoing, AmeXio may immediately terminate the EULA by providing a written notice to the End User, without the requirement for notice of default or judicial intervention:
- a) if the End User has been granted suspension of payments, whether provisionally or not;
 - b) if the End User is declared bankrupt; or
 - c) if the End User's company is dissolved or terminated.
- 13.3. Without prejudice to any other rights and remedies hereunder, AmeXio shall be entitled to terminate or rescind the EULA if the End User commits a breach of any of its obligations under this EULA and such breach is irremediable or – if such breach is remediable – the End User fails to remedy that breach within a period of thirty (30) days after being notified in writing of the breach by AmeXio.
- 13.4. The termination of this EULA shall not relieve either Party of the obligation to pay any fees accrued or payable to the other Party prior to the date on which the EULA will terminate.

- 13.5. After termination of this EULA (regardless of reason) End User must cease all use of the Software. In addition, End User must remove all copies (including backup copies) of Software from all computer systems under control of End User.

Article 14. Changes to the EULA

- 14.1. AmeXio reserves the right to change or supplement the EULA at any time, if and insofar the amendment is necessary because of (changing) laws and regulations or if it concerns a change of minor importance. In these events, the End User is not entitled to terminate the EULA.
- 14.2. In the case where AmeXio announces a substantive change that is of major importance, AmeXio will make every effort to announce the changes or additions to the End User by email at least thirty (30) days prior to their effective date. In such event, the End User has the right to terminate the EULA by giving written notice at least fourteen (14) days after the change is announced. In case of absence of objection or continued use of the Software after fourteen (14) days after the announcement by AmeXio, the amended or supplemented terms shall be deemed accepted.

Article 15. Miscellaneous terms

- 15.1. Dutch law applies to this EULA. Unless dictated otherwise by mandatory law, all disputes arising in connection with this EULA shall be brought before the competent Dutch court for the principal place of business of AmeXio.
- 15.2. A finding that any particular provision of this EULA is legally void shall not affect the validity of the entire EULA. In such a case the Parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.
- 15.3. AmeXio may assign its rights and obligations under this EULA to a third party that acquires the relevant business or the copyrights to AmeXio from her.