

**General Terms and Conditions
for the Acquisition of Rights to
GEUTEBRÜCK SOFTWARE**

GEUTEBRÜCK GmbH, Im Nassen 7-9, 53578 Windhagen, Germany (“GEUTEBRÜCK”) develops and sells video security systems, their components and also various GEUTEBRÜCK software applications (collectively referred to as “GEUTEBRÜCK SOFTWARE”). The following General Terms and Conditions for Software (“**GTCs - Software**”) govern the provision and granting of rights to this software. They form the basis of and are an integral part of a customer’s order and have been brought to the customer’s attention prior to the order. These GTCs - Software do not apply to the purchase of complete security systems (hardware and software components in a bundle) or to the support services offered by GEUTEBRÜCK. In this respect, the General Terms and Conditions for Delivery of GEUTEBRÜCK System Components with GEUTEBRÜCK Software and the General Support Terms and Conditions shall apply. (These GTCs - Software shall only apply if the customer is a trader (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law).

1. Subject Matter of the Contract

(1) GEUTEBRÜCK shall make the GEUTEBRÜCK SOFTWARE specified in the order confirmation available to the customer in the manner and with the number of user licenses specified therein, together with the corresponding application description, on the storage media specified in the order confirmation (the storage media and the GEUTEBRÜCK SOFTWARE together constitute the “PURCHASED PRODUCT” within the meaning of the GTCs - Software) or make it available for retrieval by electronic transmission (“DOWNLOAD”) and grant the customer rights of use in accordance with Section 4 of these GTCs - Software to the extent specified in the order confirmation.

(2) The contract between GEUTEBRÜCK and the customer is not concluded until the customer has received a written order confirmation from GEUTEBRÜCK, however, no later than upon delivery of the PURCHASED PRODUCT. Until then, the offers are non-binding. If the customer is a consumer within the meaning of Section 13 BGB, the contract between GEUTEBRÜCK and the customer shall only come into existence when the customer has received a written order confirmation from GEUTEBRÜCK, which can be expected within a period of four (4) weeks, but no later than upon delivery of the PURCHASED PRODUCT.

(3) The GEUTEBRÜCK SOFTWARE shall be made available to the customer on the storage media specified in the order confirmation or for retrieval via DOWNLOAD. The SOFTWARE is provided in an object code version; the source code is not provided.

(4) On the basis of these GTCs - Software, GEUTEBRÜCK does not owe the installation or provision of adjustment services in connection with the SOFTWARE (e.g., installation, implementation, configuration, customizing) or training. Installation and import of the SOFTWARE into the customer’s network, the provision of adjustment services regarding the SOFTWARE and training or instruction are only part of the contract if expressly agreed upon. Other services provided by GEUTEBRÜCK, such as customizing the SOFTWARE, individual programming, consulting, training, hardware and software maintenance are not subject to these GTCs - Software. If the customer wishes to have such additional services provided by GEUTEBRÜCK, the contracting parties shall conclude a separate legal agreement.

(5) The agreed quality of the provided GEUTEBRÜCK SOFTWARE is conclusively determined

by the product descriptions provided, the functionalities mentioned in the application descriptions and the information in the order confirmation.

(6) The technical data, specifications, explanations of functions and possible uses, as well as other information in the product descriptions and application descriptions provided, are intended solely as descriptions of quality within the meaning of Section 434 para. 2 sent. 1 no. 1 BGB and not as independent guarantees or assurances of quality or durability.

(7) Statements regarding the subject matter of performance shall only be deemed to be independent warranties,

guarantees of quality or guarantees of durability in the legal sense if they are made in writing by authorized representatives of GEUTEBRÜCK and are expressly and literally designated as “independent warranty” or “guarantee of durability” or “guarantee of quality”.

2. Conclusion of the Contract

The contract for the acquisition of rights to the GEUTEBRÜCK SOFTWARE is only concluded upon written order confirmation by GEUTEBRÜCK, no later than upon delivery or DOWNLOAD. Until then, the offers are non-binding. If the customer is a consumer within the meaning of Section 13 BGB, the contract between GEUTEBRÜCK and the customer shall only come into existence when the customer has received a written order confirmation from GEUTEBRÜCK, which can be expected within a period of four (4) weeks, but no later than upon delivery of the PURCHASED PRODUCT.

3. Delivery; Force Majeure; Transfer of Risk

(1) Delivery of storage media shall be ex works Windhagen (EXW Windhagen - Incoterms 2010). GEUTEBRÜCK reserves the right to choose the means of shipment unless a specific means of shipment has been agreed upon. The provision via DOWNLOAD takes place at the storage location specified in the order confirmation.

(2) Agreed delivery periods and costs shall apply. All periods and dates for deliveries and services indicated by GEUTEBRÜCK are always approximate unless a fixed period or date has been expressly promised or agreed. If shipment was agreed, delivery periods and dates refer to the time of handover to the carrier, freight forwarder or other third party contracted for transport, unless expressly stated otherwise by us.

(3) As long as GEUTEBRÜCK is not responsible for a delay in delivery or provision, e.g., due to an unforeseeable, extraordinary event, which GEUTEBRÜCK could not have prevented even with reasonable due diligence (especially in the case of natural disasters, energy supply disruptions, operational disruptions, official intervention, strikes, pandemics or epidemics, war or other cases of force majeure, etc.), and this hinders the provision of services, the agreed delivery or provision periods will be extended by the duration of the hindrance, plus a reasonable lead time after the reason for the hindrance has ceased to exist. If the customer cannot reasonably be expected to accept the delivery or service due to the delay, the customer may withdraw from the contract by immediately notifying GEUTEBRÜCK in writing. In the event that GEUTEBRÜCK is unable to provide the service due to force majeure, GEUTEBRÜCK shall be released from its contractual obligations.

(4) Unless otherwise agreed in the order confirmation, the PURCHASED PRODUCT shall be shipped at the customer's expense. The risk of accidental loss or accidental deterioration of the PURCHASED PRODUCT shall pass to the customer when the goods are handed over to the carrier, freight forwarder or any other third party designated for handling the shipment. If

shipment or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the PURCHASED PRODUCT is ready for shipment and GEUTEBRÜCK has notified the customer thereof. In the case of a purchase of consumer goods, the risk of accidental loss or accidental deterioration of the PURCHASED PRODUCT shall only pass to the customer upon handover to the transporting party if the customer has contracted with the carrier, freight forwarder or another person or institution designated for handling the shipment and did not previously name this person or institution to GEUTEBRÜCK. At the written request of the customer, transport insurance shall be taken out at the customer's expense. The customer shall bear the transmission costs incurred for the DOWNLOAD of the SOFTWARE.

(5) GEUTEBRÜCK is only entitled to make partial deliveries if the partial delivery can be used by the customer for the contractual purpose, the delivery of the remaining ordered products is ensured and this does not result in any significant additional effort or costs for the customer (unless GEUTEBRÜCK agrees to bear these costs).

4. Granting of Rights

(1) GEUTEBRÜCK SOFTWARE is offered in different software editions (e.g., G-SIM Express; G-SIM Enterprise). The software edition selected by the customer is determined by the respective order confirmation. If the customer additionally orders the provision of upgrades and new releases of GEUTEBRÜCK SOFTWARE, the provisions of this Section 4 shall also apply to the later delivered upgrades and new releases.

(2) GEUTEBRÜCK grants the customer a non-exclusive, transferable, perpetual right geographically limited to the countries/regions specified in the order confirmation to use the SOFTWARE for the operation of the PURCHASED PRODUCT within the scope of the customer's IT system. The customer is not entitled to grant sublicenses.

(3) The SOFTWARE may only be used simultaneously by the maximum number of natural persons specified in the order confirmation and only in the manner for which the customer has paid the remuneration in accordance with Section 5 of these GTCs - Software.

(4) The customer is not entitled to transmit the SOFTWARE to the public either in a wireless or wired manner, or to rent, lend or otherwise make it temporarily available to third parties, unless this has been expressly agreed in the order confirmation or GEUTEBRÜCK has given its prior written consent. Third parties do not include the customer's employees or service providers who require access to the SOFTWARE in order to fulfill their contractual obligations.

(5) Reproductions of the GEUTEBRÜCK SOFTWARE are only permitted for the intended use. The customer is entitled to make a backup copy if necessary to ensure future use. In addition, the customer is authorized to reproduce the SOFTWARE as part of proper and regular data backup procedures according to the "state of the art." The application descriptions provided may only be copied to the extent necessary for the intended use of the PURCHASED PRODUCT.

(6) In accordance with Section 69d para. 1 UrhG [Copyright Act], the customer is only entitled to make changes, edits or modifications to the GEUTEBRÜCK SOFTWARE within the meaning of Section 69c no. 2 UrhG if this is necessary for the intended use of the GEUTEBRÜCK SOFTWARE, including the correction of a GEUTEBRÜCK SOFTWARE error. Prior to the correction of errors by the customer or a third party contracted by the customer, the customer must first give GEUTEBRÜCK the opportunity to correct the error. If GEUTEBRÜCK remedies

the error by providing a patch, bug fix, workaround, delivery of an update or new release of the GEUTEBRÜCK SOFTWARE, the provisions of this Section 4 shall apply to them.

(7) The customer may reproduce or decompile the GEUTEBRÜCK SOFTWARE to achieve interoperability with other programs under the provisions of Section 69e UrhG, if the additional requirement is fulfilled that GEUTEBRÜCK has not provided the customer with the necessary data within a reasonable period of time after written request by the customer. The customer shall treat the information obtained through decompilation or provided by GEUTEBRÜCK confidentially in accordance with Section 10 para. 1 and 2 of these GTCs - Software.

(8) Copyright notices, serial numbers or marks on the SOFTWARE or application descriptions may not be removed or altered. Copies of the GEUTEBRÜCK SOFTWARE or application descriptions made by the customer must be clearly marked as such and contain a copyright notice referring to GEUTEBRÜCK.

(9) Any use beyond the scope agreed upon in these GTCs - Software, in particular exceeding the agreed upon maximum number of authorized users according to para. 3 of this Section 4, is prohibited and requires the additional granting of rights by GEUTEBRÜCK.

(10) The customer is entitled to resell the PURCHASED PRODUCT to a third party and to transfer the right of use granted under paragraphs 1 to 10 of this Section 4 to this third party if the following conditions are cumulatively fulfilled:

(i) the customer does not transfer the granted right of use in part, but transfers it in full, waiving any right of use of its own, and only to the extent granted to it under paragraphs 1 through 10 of this Section 4, and

(ii) the customer transfers to the third party the SOFTWARE and the provided application descriptions, completely waiving any use of its own, erasing all copies of the SOFTWARE made by it, and

(iii) immediately informing GEUTEBRÜCK in writing of the name and address of the third party, and

(iv) the customer has obligated the third party in writing to comply with the provisions of this Section 4, has handed over these provisions to the third party and has provided GEUTEBRÜCK with suitable proof or confirmed this in writing

(11) For new major releases which the customer receives from GEUTEBRÜCK, the provisions of paragraphs 1 to 11 of this Section 4 shall apply in the same way, subject to any interim revision of the rights of use.

(12) The provisions of paragraphs 1 to 11 shall also apply to the customer's affiliated companies in which the customer holds the majority of the shares or voting rights or which are majority owned by the customer.

5. Remuneration, Terms of Payment, Retention of Title

(1) The customer is obliged to pay the remuneration agreed in the order confirmation.

(2) The costs of transport of the PURCHASED PRODUCT and, if requested by the customer, transport insurance shall be borne by the customer (cf. Section 3 para. 4).

(3) All prices are ex-works Windhagen (EXW Windhagen - Incoterms 2010), including packaging and plus the applicable statutory value-added tax.

(4) Unless otherwise stated in the order confirmation, the agreed remuneration shall be due for

payment within thirty (30) days from the date of the invoice. Receipt of the payment amount by GEUTEBRÜCK shall determine compliance with the deadline.

(5) GEUTEBRÜCK reserves the title to the PURCHASED PRODUCT and the application descriptions until full payment of the agreed remuneration and all claims from the transfer of rights existing at the time of conclusion of the contract or arising thereafter in connection with the PURCHASED PRODUCT. In the event of seizure of the PURCHASED PRODUCT by third parties or other interventions by third parties, the customer shall refer to GEUTEBRÜCK's ownership rights and immediately notify GEUTEBRÜCK in writing, so that GEUTEBRÜCK can assert its ownership rights.

6. Obligations of the Customer

(1) Unless GEUTEBRÜCK expressly agrees to installation services for the GEUTEBRÜCK SOFTWARE, the customer shall install the GEUTEBRÜCK SOFTWARE itself or have it installed by third parties in accordance with the installation instructions contained in the documentation (see Section 1 para. 3).

(2) The customer shall comply with the instructions for using the GEUTEBRÜCK SOFTWARE contained in the application description.

(3) Insofar as GEUTEBRÜCK has not expressly assumed an obligation to back up data for the customer, the customer shall independently and at its own expense properly and regularly back up all data collected with the GEUTEBRÜCK SOFTWARE.

(4) The customer shall inspect the PURCHASED PRODUCT for damage in transit immediately upon delivery. Any damage in transit must be immediately documented and reported to GEUTEBRÜCK in writing.

(5) If the customer is a merchant within the meaning of Section 1 HGB [German Commercial Code], it shall also be obliged to inspect the PURCHASED PRODUCT immediately upon receipt and to notify GEUTEBRÜCK in writing of any defects immediately upon discovery. The assertion of rights and claims for material defects according to the following Section 7 presupposes that the customer has fulfilled its inspection and notification obligations under Section 377 HGB.

(6) The customer shall grant GEUTEBRÜCK unrestricted access to the PURCHASED PRODUCT for the purpose of remedying any defects. At the customer's request and expense, and to the extent that this is possible on the system side, it may be separately agreed that GEUTEBRÜCK may also remedy defects by means of remote maintenance. In this case, the customer shall ensure the necessary technical conditions at its own expense.

(7) The customer undertakes to resell the PURCHASED PRODUCT to third parties only to the extent defined in Section 4.

(8) Insofar as GEUTEBRÜCK has not expressly assumed an obligation to back up data for the customer, the customer shall independently and at its own expense properly and regularly back up all data collected with the PURCHASED PRODUCT.

7. Material Defects

(1) The statutory provisions shall apply to rights and claims of the customer based on material defects unless otherwise provided in the following provisions of this Section 7 and in Section 9.

(2) A material defect exists if the GEUTEBRÜCK SOFTWARE or application description does not have the agreed quality under Section 1 paras. 4 and 5.

(3) In the event of defects, GEUTEBRÜCK shall, at the customer's request and at its (GEUTEBRÜCK'S) discretion, provide subsequent performance by remedying the defect (rectification) or delivering defect-free GEUTEBRÜCK SOFTWARE (replacement), unless the customer is a consumer within the meaning of Section 13 BGB. GEUTEBRÜCK is especially entitled to subsequent performance by delivering or providing a bug fix, patch, update or new major release of the GEUTEBRÜCK SOFTWARE. In case of delivery of a new major release, the customer is obliged to tolerate the erasure or overwriting of the defective GEUTEBRÜCK SOFTWARE (Section 439 para. 4 BGB).

(4) The customer may, within a reasonable period of time, demand a different method of subsequent performance other than that chosen by GEUTEBRÜCK if the method of subsequent performance chosen by GEUTEBRÜCK is unreasonable for the customer. The rights of GEUTEBRÜCK under Section 439 para. 4 and Section 275 paras. 2 and 3 BGB shall remain unaffected.

(5) GEUTEBRÜCK is not obligated to install and set up the software or to bear the costs incurred by the installation of the SOFTWARE and the transport of the replaced PURCHASED PRODUCT or the retrieval of the GEUTEBRÜCK SOFTWARE made available for DOWNLOAD in connection with the delivery of defect-free GEUTEBRÜCK SOFTWARE. This also applies if GEUTEBRÜCK provides these services free of charge on a one-time or recurring basis. The provision of these services free of charge does not constitute a waiver of the right to claim these costs in the future.

(6) GEUTEBRÜCK is entitled to provide the customer with temporary workarounds and later to remedy the defect by delivering the next upgrade or new major release of the GEUTEBRÜCK SOFTWARE, provided this is reasonable for the customer. If GEUTEBRÜCK exercises this right, this shall be taken into account in determining the reasonableness of the period for subsequent performance pursuant to the following paragraph 9.

(7) GEUTEBRÜCK is not obligated to set up and/or install the software or to bear the costs incurred by the retrieval of the GEUTEBRÜCK SOFTWARE made available for DOWNLOAD in connection with the delivery of defect-free GEUTEBRÜCK SOFTWARE. This also applies if GEUTEBRÜCK provides these services free of charge on a one-time or recurring basis. The provision of this service free of charge does not constitute a waiver of the right to claim these costs in the future.

(8) The customer shall follow the instructions given by GEUTEBRÜCK by telephone, in writing or electronically in the context of subsequent performance. GEUTEBRÜCK may provide the customer with such instructions, in particular with regard to the installation of patches, bug fixes, updates or new major releases of the GEUTEBRÜCK SOFTWARE for the purpose of subsequent performance, as well as for dealing with temporary workarounds.

(9) If the customer sets GEUTEBRÜCK a reasonable deadline for subsequent performance and the subsequent performance fails within this period, the customer shall be entitled to the additional rights to reduce the purchase price or, at its discretion, to withdraw from the contract and, in addition, if GEUTEBRÜCK is responsible for the defect, to claim damages on the basis of the agreed limitations of liability instead of performance or reimbursement of futile expenses pursuant to Section 284 BGB. However, the customer is only entitled to withdraw from the contract and to claim damages instead of the entire performance in the case of significant defects. The setting of a grace period, the declaration of withdrawal and the pursuit of compensation for damages in place of performance must be made in writing to be effective. It is

not necessary for the customer to set a grace period if GEUTEBRÜCK earnestly and finally refuses to perform or if circumstances exist which, in consideration of the interests of both parties, justify the immediate assertion of the claim for damages (Section 281 para. 2 BGB), or if GEUTEBRÜCK earnestly and finally refuses performance, if GEUTEBRÜCK does not perform by a contractually fixed deadline or within a contractually fixed period, although performance by the deadline and within the period is essential for the customer after notification by the customer to GEUTEBRÜCK before conclusion of the contract or due to other circumstances accompanying the conclusion of the contract, or if in the case of non-contractual performance there are special circumstances, which, taking into account the interests of both parties, justify immediate withdrawal (Section 323 para. 2 BGB), or if GEUTEBRÜCK refuses both types of subsequent performance according to Section 439 para. 4 BGB or if the type of subsequent performance to which the customer is entitled has failed or is unreasonable for the customer (Section 440 BGB). Rectification shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the matter or the defect or other circumstances indicate otherwise.

(10) If, in connection with defects reported by the customer, a fault analysis shows that the customer has no claims or rights due to defects, GEUTEBRÜCK is entitled to charge the customer for the expenses incurred during the investigation in accordance with GEUTEBRÜCK's current price list, provided that the customer has recognized or negligently failed to recognize that there is no defect, but the cause of the reported error lies within its own sphere of responsibility.

(11) Warranty claims against GEUTEBRÜCK are excluded if the customer or third parties contracted by the customer have made changes or modifications to the GEUTEBRÜCK SOFTWARE, unless the customer proves that the defects are not attributable to these changes or modifications.

(12) The customer's claims for defects become statute-barred after twenty-four (24) months. The limitation period begins with the delivery of the PURCHASED PRODUCT or, in the case of the provision of GEUTEBRÜCK SOFTWARE by DOWNLOAD, with the notification of the download option and the provision of the GEUTEBRÜCK SOFTWARE. In cases of intentional or grossly negligent violations of an obligation, in cases of fraudulent concealment of a defect, in cases of claims of third parties for the surrender of property according to Section 438 para. 1 no. 1 BGB, in cases of personal injury and in cases of claims under the Product Liability Act and in the case of the assumption of a quality guarantee, the statutory provisions apply to limitation periods; in the case of a warranty agreement, however, this only applies if the respective warranty agreement does not stipulate something to the contrary.

(13) For the provision of a new major release, the limitation periods of the preceding paragraph shall apply accordingly.

8. Defects in Title

(1) The statutory provisions shall apply to rights and claims of the customer in the case of defects in title unless otherwise provided in the following provisions of this Section 8 and in Section 9.

(2) A defect in title exists if the customer is not effectively granted the rights required for the contractual use of GEUTEBRÜCK SOFTWARE.

(3) If a third party asserts claims against the customer based on the infringement of intellectual property rights due to the GEUTEBRÜCK SOFTWARE, the customer shall

- (i) notify GEUTEBRÜCK immediately in writing

- (ii) authorize GEUTEBRÜCK to conduct legal proceedings and settlement negotiations with the third party at its own expense and, as far as possible, independently, and to take legal action only with the consent of GEUTEBRÜCK, and
- (iii) ensure GEUTEBRÜCK has all reasonable support and to provide GEUTEBRÜCK with the necessary information, documents and authorizations in the possession of the customer

(4) In the event that the GEUTEBRÜCK SOFTWARE infringes the rights of a third party, GEUTEBRÜCK shall, at its discretion, provide subsequent performance by

- (i) modifying the GEUTEBRÜCK SOFTWARE so that it is no longer infringing, but has the same level of performance and maintains the same contractual functionality for the customer, or
- (ii) acquiring a right of use for the GEUTEBRÜCK SOFTWARE sufficient to allow the customer to continue to use the GEUTEBRÜCK SOFTWARE for the purposes of the contract, or
- (iii) replacing the GEUTEBRÜCK SOFTWARE with other GEUTEBRÜCK SOFTWARE that is equivalent for the customer in terms of the agreed specifications of the GEUTEBRÜCK SOFTWARE, providing equivalent performance, and not imposing significant disadvantages on the customer, or
- (iv) providing a new major release which does not infringe the intellectual property rights of third parties, which has the same functionality as the previous version and which can reasonably be adopted by the customer without significant disadvantages for the customer

In the cases of clauses 1 (ii) to (iv), the customer is obliged to tolerate the erasure or overwriting of the GEUTEBRÜCK SOFTWARE affected by defects in title (Section 439 para. 4 BGB).

(5) In all other respects, the provisions regarding material defects in Section 7 paras. 6, 7, 8, 10 and 11 shall apply *mutatis mutandis* to defects in title.

9. Limitations of Liability

(1) The liability of GEUTEBRÜCK, regardless of the legal basis, for claims for damages or claims for reimbursement of futile expenses within the meaning of Section 284 BGB shall be limited in accordance with the following provisions in paragraphs 2 to 7.

(2) GEUTEBRÜCK is liable without limitation pursuant to the statutory provisions for damages resulting from loss of life, limb or damage to health, for damages based on intent or gross negligence, and for damages falling within the scope of a guarantee, quality guarantee or durability guarantee provided by GEUTEBRÜCK, unless otherwise provided in the respective guarantee agreement.

(3) GEUTEBRÜCK's liability for damages other than those mentioned in paragraph 2 where such damages are based on a slightly negligent breach of essential contractual obligations (cardinal obligations) shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations within the meaning of sentence 1 are obligations, the breach of which endangers the achievement of the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies.

(4) The liability according to paragraph 3 is limited to a total amount of EUR 10 million.

(5) In addition, any further liability for damages other than those mentioned in paragraph 2 where such damages are based on a slightly negligent breach of obligations other than those mentioned in paragraph 3 is excluded.

(6) Liability under the Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

(7) The foregoing limitations of liability shall also apply to the personal liability of GEUTEBRÜCK's employees, vicarious agents, legal representatives and officers.

10. Confidentiality, Privacy

(1) The contracting parties undertake to treat as confidential, without any time limit, and to use only for the purpose of executing the contract, all information or objects transmitted or disclosed by the other contracting party in connection with the conclusion or performance of the contract, where such information or objects constitute business or trade secrets or are designated as confidential ("CONFIDENTIAL INFORMATION"). The contracting parties shall protect such CONFIDENTIAL INFORMATION in such a way as to prevent unauthorized access by third parties. This shall not affect the right of the customer to transfer the PURCHASED PRODUCT.

(2) CONFIDENTIAL INFORMATION includes in particular all details on the technical specifications of the PURCHASED PRODUCT referred to in Section 1 para. 1. The customer shall make such CONFIDENTIAL INFORMATION available only to employees and other third parties who need access to perform their duties for the customer. The customer shall inform employees and third parties who are legitimately granted access to CONFIDENTIAL INFORMATION of their obligation to maintain confidentiality and shall obligate these persons in writing to maintain confidentiality and to use the information only to the extent specified above, unless these persons are already obligated to maintain confidentiality to the same extent for other legal reasons.

(3) The above obligations to maintain confidentiality shall not apply to a contracting party's CONFIDENTIAL INFORMATION that

- (i) is in the public domain at the time of disclosure
- (ii) becomes publicly known after its disclosure by the disclosing contracting party without fault on the part of the receiving contracting party or
- (iii) was already lawfully in the possession of the receiving contracting party at the time of disclosure
by the disclosing contracting party or
- (iv) was lawfully disclosed by a third party to the receiving contracting party, after its disclosure by the disclosing contracting party, without any restriction as to confidentiality or use or
- (v) developed by the receiving contracting party without use of the CONFIDENTIAL INFORMATION or
- (vi) must be disclosed by the receiving contracting party due to legal provisions, provided that the receiving contracting party immediately notifies the disclosing contracting party in writing of the disclosure and supports the disclosing contracting party in preventing the disclosure by legal means.

(4) GEUTEBRÜCK will comply with all relevant statutory data protection regulations and will

require its employees or other vicarious agents to comply with these regulations before commencing their activities in accordance with Section 5 of the German Federal Data Protection Act [BDSG].

11. Export/Import Regulations

(1) The customer shall comply with the export and import regulations applicable to the GEUTEBRÜCK SOFTWARE that may result from the EU Dual-Use Regulation (Regulation (EU) No. 2021/821 of the European Parliament and of the Council of May 20, 2021) or any other statutory or public law regulations that may be relevant to the customer.

(2) The customer warrants that it will not export, re-export or transfer the GEUTEBRÜCK SOFTWARE, directly or indirectly, in violation of any export or import regulations. The contracting parties shall assist each other in complying with export /import regulations.

12. Offsetting, Right of Retention

(1) The customer may only use undisputed, legally established or decision-ready claims based on the same contractual relationship as offsetting claims against GEUTEBRÜCK.

(2) The customer shall only be entitled to exercise a right of retention to the extent that the counterclaim on which the right of retention is based is undisputed, legally established or ready for a decision and based on the same contractual relationship.

13. Duration of these GTCs - Software; Amendments

(1) These GTCs - Software shall also apply to future software purchases by the customer without renewed notice of their inclusion until they are replaced by a new version in accordance with paragraph 2 of this Section 13.

(2) GEUTEBRÜCK is entitled to amend these GTCs - Software at any time for future software purchases. The amendments shall become effective upon their inclusion, replacing the previous version, and shall apply to all future software purchases by the customer from that date in accordance with paragraph 1 of this Section 13.

14. Final Provisions

(1) All agreements between the contracting parties with respect to the substantive content regulated by the subject matter of the contract (Section 1) are contained in these GTCs - Software and the order confirmation. No other agreements exist. The general terms and conditions of the customer shall not apply and are not included.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of GEUTEBRÜCK. However, GEUTEBRÜCK is also entitled to take legal action against the customer at its general place of jurisdiction.

(3) The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of any provisions in another legal system; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(4) Should any provision of these GTCs - Software be invalid, this shall not affect the validity of these GTCs - Software as a whole, provided that it can be assumed that the contracting parties would have concluded the contract anyway. The invalid provision shall be replaced by a provision that corresponds to the statutory regulation. If the contracting parties have overlooked a point

that requires regulation in the contract, the regulation that the parties would have agreed upon, taking into account their mutual interests, if they had been aware of the omission in the contract, shall be deemed to have been agreed upon.

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