

**General terms and conditions for the acquisition of rights  
for GEUTEBRÜCK SOFTWARE**

GEUTEBRÜCK GmbH, Im Nassen 7-9, 53578 Windhagen ("GEUTEBRÜCK") develops and distributes video security systems, whose components also include various GEUTEBRÜCK software applications (referred to together as "GEUTEBRÜCK SOFTWARE"). The following software terms and conditions ("**software terms and conditions**") govern the transfer and granting of rights for this software. They form the basis of the order by the customer and are a part of it and were made known to the customer before the order. These software terms and conditions do not apply for the acquisition of complete security systems (hardware and software components bundled) or for support services offered by GEUTEBRÜCK.

**§ 1 Subject of the contract**

(1) GEUTEBRÜCK provides the customer with the GEUTEBRÜCK SOFTWARE designated in the order confirmation with the type and quantity of user permissions specified in the confirmation along with the associated application description on the data storage device specified in the order confirmation (the data storage device and the GEUTEBRÜCK SOFTWARE together form the "PURCHASE ITEM") or provides the description for download and grants the customer usage rights according to § 4 of these software terms and conditions in the scope specified in the order confirmation.

(2) The GEUTEBRÜCK SOFTWARE is provided on the data storage media specified in the order confirmation or by DOWNLOAD for retrieval by the customer. The SOFTWARE is provided in object code version; the source code is not released.

(3) Based on these software terms and conditions, GEUTEBRÜCK is not responsible for installation or provision of adaptation services with respect to the SOFTWARE (installation, implementation, configuration, customizing). The installation and import of the SOFTWARE on the network of the customer, the provision of adaptation services related to the SOFTWARE and instructions or training are only part of the contract when these services have been expressly agreed. Other services from GEUTEBRÜCK, such as customizing the software, individual programming, consultation, training, hardware and software maintenance, are not part of these software terms and conditions. If the customer wants these services to be performed by GEUTEBRÜCK, the contract parties shall conclude a separate legal contract for these services.

(4) The agreed features of the provided GEUTEBRÜCK SOFTWARE are defined by the supplied product descriptions, the functionality specified in the application descriptions and the provisions in the order confirmation.

(5) The technical data, specifications, explanations of the functions and uses, as well as any other information in the supplied product and application descriptions are descriptions of features exclusively as defined in § 434 Paragraph 1 Section 1 of the German Civil Code (Bürgerliches Gesetzbuch) and not as independent guarantee, feature or durability guarantee.

(6) Provisions on the object of services are only independent guarantee promises, feature or durability guarantees in the legal sense when they are made in writing by authorized representatives of GEUTEBRÜCK and are expressly designated as "independent guarantee" or "durability" or "feature guarantee".

## **§ 2 Contract conclusion**

The contract for the acquisition of rights for GEUTEBRÜCK SOFTWARE is concluded only with the written order confirmation by GEUTEBRÜCK or at the latest with the delivery or DOWNLOAD. Until then the offers are subject to change.

## **§ 3 Delivery; force majeure, transfer of risk**

(1) The delivery of data storage media is performed ex-works Windhagen (EXW Windhagen - Incoterms 2010). GEUTEBRÜCK reserves the right to determine the type of transportation as long as no specific mode of transportation has been agreed upon. Provision of a DOWNLOAD is performed using the storage location specified in the order confirmation.

(2) The delivery deadlines and costs specified in these software terms and conditions apply as long as no other provisions are made in the order confirmation.

(3) As long as GEUTEBRÜCK is not responsible for a delay in the delivery or provision, for instance due to an unforeseeable, extraordinary event that GEUTEBRÜCK cannot avoid, even using reasonable care (in particular for natural disasters, energy supply or operational disturbances, governmental action, labor strikes or other cases of force majeure) and is thus prevented in providing services, the agreed upon delivery and provision deadlines are extended by the duration of the hindrance and an additional reasonable amount of startup time. If in these cases of force majeure, the provision of services for GEUTEBRÜCK is not possible, GEUTEBRÜCK is freed from its contractual obligations.

(4) Unless otherwise agreed in the order confirmation, the PURCHASE ITEM is shipped at the expense of the customer. The risk of accidental loss and accidental deterioration of the PURCHASE ITEM passes to the consumer when the goods have been handed over to the carrier or have left the supply depot or shipping warehouse for shipment. Upon written request by the customer, transport insurance can be concluded at the cost of the customer. The customer's transmission costs for the DOWNLOAD of the SOFTWARE are borne by the customer.

## **§ 4 Granting of rights**

(1) The GEUTEBRÜCK SOFTWARE is offered in different software editions (e.g. G-SIM Express, G-SIM Enterprise). The software edition selected by the customer is specified in the corresponding order confirmation. If the customer also orders the provision of upgrades and new releases of the GEUTEBRÜCK SOFTWARE, the stipulations of § 4 also apply for the subsequently delivered upgrades and new releases.

(2) GEUTEBRÜCK grants the customer a simple (non-exclusive), transferable, perpetual and geographically restricted (to the countries/regions specified in the order confirmation) right to use the SOFTWARE to operate the PURCHASE ITEM within its IT system. The customer is not entitled to grant sub-licenses.

(3) The SOFTWARE may only be used simultaneously by the number of natural persons specified in the order confirmation and only for the type of use for which the customer has provided compensation pursuant to § 5 of these software terms and conditions.

(4) The customer is not entitled to publicly reproduce, to exhibit or rent the SOFTWARE, wirelessly or wired, or to make it temporarily available to third parties in any other way unless this has been explicitly agreed upon in the order confirmation or GEUTEBRÜCK has provided prior written consent. The employees or service providers of the customers who require access to the SOFTWARE to fulfill their contractual obligations are not third parties.

(5) Copies of the GEUTEBRÜCK SOFTWARE are permitted only for its intended use. The customer shall be entitled to make a backup copy if this is necessary to ensure proper future use. In addition, the customer is entitled to make copies of the software as part of a modern, proper, regular data backup procedure. The provided application descriptions may be reproduced only insofar as this is necessary for the intended use of the GEUTEBRÜCK SOFTWARE.

(6) In accordance with § 69d Paragraph 1 of the German Copyright Act (Urheberrechtsgesetz), the customer is only entitled to make changes, edits or revisions to the GEUTEBRÜCK SOFTWARE as defined in § 69c No. 2 of the German Copyright Act when this is necessary for the intended use of the GEUTEBRÜCK SOFTWARE, including the elimination of an error in the GEUTEBRÜCK SOFTWARE. Before elimination of errors by the customer or a commissioned third party, the customer must first provide GEUTEBRÜCK with the opportunity to rectify the error. If GEUTEBRÜCK rectifies the error by providing a patch, bug fix, workaround, update or new release of the GEUTEBRÜCK SOFTWARE, the provisions in § 4 apply.

(7) Duplication or decompilation of the GEUTEBRÜCK SOFTWARE to achieve interoperability with other programs is permitted for the customer under § 69e of the German Patent Act under the conditions specified therein if the additional requirement is fulfilled that GEUTEBRÜCK has not provided the necessary data within a reasonable period after a written request. The customer shall handle the information obtained through decompilation or provided by GEUTEBRÜCK confidentially in accordance with § 10 Paragraph 1 and 2 of these software terms and conditions.

(8) Copyright notices, serial numbers or markings may not be removed from the GEUTEBRÜCK SOFTWARE or the application descriptions or modified. Copies of the GEUTEBRÜCK SOFTWARE or application description created by the customer must be marked as such and labeled with a copyright notice that refers to GEUTEBRÜCK.

(9) Use that goes beyond the scope agreed upon in the software terms and conditions, in particular use that exceeds the agreed upon maximum number of authorized users according to Paragraph 3 of § 4, is prohibited and requires additional rights granted by GEUTEBRÜCK.

(10) For the purpose of reselling the PURCHASE ITEM to a third party, the customer is entitled to transfer to third parties the use rights granted in accordance with Paragraph 1 to 10 of § 4 when the following conditions are met:

(i) The customer does not transfer only part of the use rights, but rather gives up all own use rights to the third party according to the scope that was granted to the customer in Paragraph 1 to 10 of § 4, and

(ii) The customer transfers the SOFTWARE along with the licensed application descriptions to the third party and completely surrenders any own use and deletes all copies of the SOFTWARE, and

(iii) The customer shall inform GEUTEBRÜCK of the name and address of the third party in writing, and

(iv) The customer must oblige the third party in writing to observe the provisions of § 4, to provide the third party with these provisions and to provide GEUTEBRÜCK with suitable proof or written confirmation of both.

(11) For new major releases that the customer receives from GEUTEBRÜCK, the provisions of Paragraphs 1 to 11 of § 4 apply, subject to interim revision of the use rights.

(12) The provisions of Paragraphs 1-11 shall apply similarly for associated companies of the buyer for which the buyer holds a majority of the shares or which is in the majority ownership of the buyer.

### **§ 5 Remuneration, payment terms, retention of title**

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

(2) The cost of transporting the PURCHASE ITEM and for any transport insurance desired by the customer are born by the customer (see § 3 Paragraph 4).

(3) All prices are ex works Windhagen (EXW Windhagen – Incoterms 2010), including packaging and plus applicable sales tax.

(4) Unless otherwise stipulated in the order confirmation, the agreed payment is due within thirty (30) days from the date of invoice. Timely payment is determined according to receipt by GEUTEBRÜCK.

(5) GEUTEBRÜCK retains ownership of the PURCHASE ITEM and any provided written application descriptions until full payment of the agreed remuneration and all claims from the transfer of rights. In case of seizure of the PURCHASE ITEM by a third party or other interventions by third parties, the customer shall inform the third party of GEUTEBRÜCK's ownership and notify GEUTEBRÜCK in writing immediately so that GEUTEBRÜCK can assert its ownership rights.

### **§ 6 Obligations of the customer**

(1) If no installation services for the GEUTEBRÜCK SOFTWARE were agreed upon in the order confirmation, the customer will install the GEUTEBRÜCK SOFTWARE according to the supplied installation instructions (see § 1 Paragraph 3) or have it installed by a third party.

(2) The customer will observe the information contained in the application description for the operation of the GEUTEBRÜCK SOFTWARE.

(3) Unless GEUTEBRÜCK has expressly assumed an obligation to provide data protection for the customer, the customer is responsible for properly backing up the data collected with GEUTEBRÜCK SOFTWARE regularly at its own expense.

(4) The customer shall inspect the PURCHASE ITEM for shipping damage immediately upon receipt. Identified transport damage must be documented immediately and GEUTEBRÜCK must be notified in writing.

(5) The customer shall inspect the PURCHASE ITEM for defects damage immediately upon receipt and report any problems in writing without delay. The assertion of rights and claims for material defects according to § 7 requires that the customer fulfill its obligation of inspection and notification according to § 377 of the German Commercial Code (Handelsgesetzbuch).

(6) The customer shall only sell the PURCHASE ITEM to third parties in the scope defined in § 4.

### **§ 7 Material defects**

(1) If no other provisions are defined in § 7 and § 9, the statutory provisions apply for the rights and claims of the customer for material defects.

(2) A material defect exists when the GEUTEBRÜCK SOFTWARE or the application description does not exhibit the agreed upon features in accordance with § 1 Paragraph 4 and 5.

(3) If defects manifest, at the request of the customer, GEUTEBRÜCK can choose to remedy the situation by eliminating the defect (repair) or by delivering a defect-free GEUTEBRÜCK SOFTWARE (replacement). GEUTEBRÜCK is in particular entitled to remedy the defect by delivering or providing a bug fix, patch, update or new major release of the GEUTEBRÜCK SOFTWARE. Upon delivery of a new major release, the customer is required to accept the deletion or overwriting of the defective GEUTEBRÜCK SOFTWARE (§ 439 Paragraph 4 German Civil Code).

(4) Within a reasonable period, the customer may request a different form of remedy than the one chosen by GEUTEBRÜCK if they think the GEUTEBRÜCK selection is unreasonable. The rights of GEUTEBRÜCK under §§ 439 Paragraph 3, 275 Paragraph 2 and 3 of the German Civil Code remain unaffected.

(5) As part of the delivery of default-free GEUTEBRÜCK SOFTWARE, GEUTEBRÜCK is not required to install and setup the software or to bear the costs associated with the installation of the SOFTWARE and the transport of the replacement PURCHASE ITEM or the GEUTEBRÜCK SOFTWARE provided for DOWNLOAD. This applies even if GEUTEBRÜCK provides these services once or repeatedly free of charge. The free provision of services does not constitute a waiver of future enforcement of these costs.

(6) GEUTEBRÜCK is entitled to provide the customer with a temporary workaround and to rectify the defect later by delivering the next update or new release of the GEUTEBRÜCK SOFTWARE, provided that this represents a reasonable solution for the customer. If GEUTEBRÜCK makes use of this right, this shall be taken into account when determining the reasonable deadline for a remedy according to Paragraph 8.

(7) During the process of providing the remedy, the customer will observe the instructions provided by GEUTEBRÜCK by telephone, in writing, or electronically. GEUTEBRÜCK can provide the customer with such instructions, in particular with regard to the installation of patches, bug fixes, updates or new releases of the GEUTEBRÜCK SOFTWARE used for the remedy, or provide temporarily workaround options.

(8) If the customer sets a reasonable time limit for GEUTEBRÜCK to provide the remedy, and the remedy fails within this time limit, the customer has additional rights for a price reduction or, according to the customer's choice, termination of the contract, and, if GEUTEBRÜCK is responsible for the defect, claims for damage within the agreed liability limits instead of services or reimbursement of expenses as defined in § 284 in the German Civil Code (BGB). However, the customer is only entitled to terminate the contract and to claim damages in lieu of the complete provision of services when substantial defects are present. The grace period, declaration of withdrawal and claim for damages in lieu of services shall be effective only in writing. In the legally determined cases of §§ 281 Paragraph 2, 323 Paragraph 2, 440 of the German Civil Code (BGB), a deadline does not need to be set by the customer. A remedy is deemed to have failed after the second unsuccessful attempt if nothing else arises from the nature of the item or the defect or other circumstances.

(9) If during the error analysis associated with the defects reported by the customer it is determined that claims or rights of the customer due to defects do not exist, GEUTEBRÜCK is entitled to charge the customer for the costs incurred during the investigation according to the current GEUTEBRÜCK price list if the customer determined or negligently failed to determine that no defect is present and instead the cause for the complaint lies within the sphere of responsibility of the customer.

(10) The warranty from GEUTEBRÜCK is excluded if modifications or changes to the GEUTEBRÜCK SOFTWARE have been made by the customer unless the customer proves that the defects are not due to these changes.

(11) Claims of the customer due to a defect shall lapse in twenty-four (24) months. The limitation period starts from the delivery of the purchased item or, if the GEUTEBRÜCK SOFTWARE is provided via download, with the notification that the download is available and the availability of the GEUTEBRÜCK SOFTWARE. In case of intentional or grossly negligent breach of duty, fraudulent concealment of a defect, in rem claims by third parties within the meaning of § 438 Paragraph 1 No. 1 of the German Civil Code (BGB), for personal injury, for claims under the German Product Liability Act (Produkthaftungsgesetz ) and acceptance of a feature guarantee, the statutory provisions on limitation periods apply; for an acceptance of warranty, however, this applies only when no other provisions are made in the warranty agreement.

(12) The limitations periods of the previous section apply accordingly for the provision of a new major release.

### **§ 8 Infringement**

(1) If no other provisions are defined in § 8 and § 9, the statutory provisions apply for the rights and claims of the customer for intellectual property infringement.

(2) Infringement exists if the rights necessary for the contractual use of the GEUTEBRÜCK SOFTWARE are not granted legally.

(3) If a third party makes a claim on the customer regarding the violation of property rights by GEUTEBRÜCK SOFTWARE, the customer will

- (i) Inform GEUTEBRÜCK of this fact immediately and in writing
- (ii) Authorize GEUTEBRÜCK to proceed with a legal dispute and settlement negotiations with the third party at own expense and as far as possible, and to take procedural measures only with GEUTEBRÜCK's consent
- (iii) Provide GEUTEBRÜCK with all reasonable support and furnish GEUTEBRÜCK with necessary information and documents available to the customer and with the necessary powers of attorney

(4) In the event that the rights of third parties are infringed by the GEUTEBRÜCK SOFTWARE, GEUTEBRÜCK will provide remedy of its choice by

- (i) Changing the GEUTEBRÜCK SOFTWARE so that, with the same performance, it no longer infringes and the contractually agreed scope of functionality is retained for the customer, or
- (ii) Acquiring use rights sufficient for the customer for the purpose of the contract for continued use of the GEUTEBRÜCK SOFTWARE, or
- (iii) Replacing the GEUTEBRÜCK SOFTWARE by another GEUTEBRÜCK SOFTWARE that is equivalent to the customer for the agreed features of the GEUTEBRÜCK SOFTWARE, that provides suitable performance and that does not have significant disadvantages for the customer, or
- (iv) Providing a new release, the use of which does not infringe on the rights of third parties, that contains the same functionality as the previous version and the

acceptance of which is reasonable for the customer and does not lead to significant disadvantages for the customer.

For the cases of Sentence 1 Alt. (ii) to (iv), the customer is required to accept the deletion or overwriting of the infringing GEUTEBRÜCK SOFTWARE (§ 439 Paragraph 4 German Civil Code).

(5) In addition, the regulations on material defects in § 7 Paragraphs 6, 7, 8, 10 and 11 apply accordingly for the presence of intellectual property infringement.

### **§ 9 Limitations of liability**

(1) GEUTEBRÜCK is liable, for whatever legal reason, for claims for damage or claims for reimbursement of expenses as defined in § 284 of the German Civil Code (BGB) in accordance with the provisions in Paragraphs 2 to 7.

(2) GEUTEBRÜCK is liable without limitation in accordance with the statutory provisions for damages resulting from injury to life, body or health, for damages caused by intent or gross negligence and for damages within the scope of a guarantee, feature or durability guarantee provided by GEUTEBRÜCK unless otherwise stated in the applicable guarantee agreement.

(3) For damages other than those specified in Paragraph 2 caused by a slightly negligent breach of essential contractual obligations (cardinal obligations), GEUTEBRÜCK's liability shall be limited to replacement of typical foreseeable damage. Essential contractual obligations within the meaning of Sentence 1 are those obligations that, when violated, endanger the fulfillment of the purpose of the contract, the fulfillment of which is essential to the proper execution of the contract and the fulfillment of which the customer regularly relies on.

(4) The liability under Paragraph 3 is limited to a total amount of 10 million euros.

(5) In addition, further liability for damages other than those mentioned in Paragraph 2 caused by a slightly negligent breach other than that specified in Paragraph 3 is excluded.

(6) Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

(7) The above limitations of liability shall also apply with regard to the personal liability of its employees, agents, legal representatives and bodies of GEUTEBRÜCK.

### **§ 10 Confidentiality, data protection**

(1) The contract parties commit to handle confidentially, with no time limit, all information or objects that represent business or trade secrets or that are designated as confidential ("CONFIDENTIAL INFORMATION") and that were obtained as part of the contract negotiations or execution of the contract and to use these only for the purposes of the execution of the contract. The contract parties shall secure this CONFIDENTIAL INFORMATION so that access by unauthorized third parties is excluded. This does not affect the right of the customer to transfer the PURCHASE ITEM.

(2) The CONFIDENTIAL INFORMATION includes in particular all information about the technical details of the PURCHASE ITEM designated in § 1 Paragraph 1. The customer will make this PURCHASE ITEM available only to employees and other third parties who require access to perform services for the customer. The customer shall instruct employees and third parties who have correctly been granted access to the CONFIDENTIAL INFORMATION of their duty of confidentiality and obtain from these persons a written obligation of confidentiality and use only in the aforementioned scope, provided these persons are not already required to maintain

confidentiality in the aforementioned scope from another legal reason.

(3) The above confidentiality obligations do not apply to CONFIDENTIAL INFORMATION of a party that

- (i) At the time of its transfer was already publicly known, or
- (ii) After its transfer was made publicly available by the disclosing party without fault of the receiving party, or
- (iii) At the time of its transfer by the disclosing party was already in the legitimate possession of the receiving party, or
- (iv) After its transfer by the disclosing party, was lawfully provided by a third party without restriction with regard to confidentiality or use, or
- (v) Was developed by the receiving party without the use of the CONFIDENTIAL INFORMATION, or
- (vi) Must be disclosed by the receiving party due to legal requirements, provided that the receiving party promptly informs the disclosing party in writing before disclosure and supports the disclosing party in preventing disclosure using legal means.

(4) GEUTEBRÜCK will observe all applicable data protection legislation and obligate its employees or other agents, before beginning their work, according to § 5 of the German Data Protection Act (Bundesdatenschutzgesetz) to comply with these provisions as well.

#### **§ 11 Export/import regulations**

(1) The customer is obliged to observe the export and import regulations applicable for the GEUTEBRÜCK SOFTWARE and resulting from the dual-use regulation of the EU (Regulation (EC) No. 428/2009 of the Council of 5 May 2009) or other legal provisions applicable for the customer or other public provisions.

(2) The customer guarantees that the GEUTEBRÜCK SOFTWARE will not be exported, re-exported or transferred directly or indirectly in violation of export or import regulations. The contract partners shall provide mutual support regarding observance of export/import regulations.

#### **§ 12 Set-off, right of retention**

(1) The customer can only offset GEUTEBRÜCK's claims with counterclaims that are undisputed, legally established or ready for a decision.

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

#### **§ 13 Temporal application of these general terms and conditions; changes**

(1) These software terms and conditions also apply, even without any renewed mention of their inclusion, for future software purchases of the customer until they are replaced by a new version in accordance with Paragraph 2 of § 13.

(2) GEUTEBRÜCK is entitled to modify these software terms and conditions at any time for future software purchases. The changes are effective upon their incorporation. They replace the corresponding previous version and apply after their inclusion for all future software purchases of the customer according to Paragraph 1 of § 13.

## **§ 14 Final provisions**

(1) All agreements between the contract parties about the content governed by the object of the contract (§ 1) are contained in these software terms and conditions and in the order confirmation. Further agreements do not exist. The general terms and conditions of the customer shall not be valid and shall not be included.

(2) If the customer is a merchant (Kaufmann), legal entity under public law or public special fund, the exclusive jurisdiction for any disputes from and in connection with this contract is the registered office of GEUTEBRÜCK. However, GEUTEBRÜCK is also entitled to sue the customer in the customer's jurisdiction.

(3) The contract is subject to the laws of the Federal Republic of Germany, excluding legal norms that refer to another jurisdiction; the application of the UN Sales Convention (CISG) is expressly excluded.

(4) If any provision of these software terms and conditions should be invalid, this shall not affect the validity of the rest of these software terms and conditions if it can be assumed that the contract parties would have nevertheless concluded the contract. A provision shall be agreed in place of the invalid provisions that complies with the legal regulation. If the parties have overlooked an issue that requires regulation in the contractual arrangements, the provision is agreed that they would have agreed when evaluating their mutual interests with knowledge of the gap in the contract.

As of: December 2014