

The purchaser of the License (hereinafter referred to as the LICENSEE) acknowledges that all use and provision of the LICENSED MATERIAL (Definition: see 1.2) is solely according to the following General Licensing Conditions of EVVA Sicherheitstechnologie GmbH, company number 120755g with registered office in 1120 Vienna, Austria (hereinafter referred to as the LICENSOR or EVVA), which are explicitly accepted in the context of the purchase of the License, by the first use of the PROGRAM, or by breaking the seal. Where applicable, additional regulations in a licensing contract and, subsidiarily, the General Terms and Conditions of Business of EVVA also apply. The EVVA General Licensing Conditions apply to all agreements in association with the use of the software or comparable Products of the LICENSOR, if these are part of the supply of a complete system, or other parts of an Agreement. General Terms and Conditions of Business of the LICENSEE, outline contracts, or references to these do not apply without the explicit consent of the LICENSOR.

## I. Definition of terms

### 1. Program

Within the meaning of this Agreement, the contractual parties understand PROGRAM to mean the computer program developed by the LICENSOR, which is the subject of this License. Software from third party suppliers, which is supplied with this PROGRAM, in particular Open Source Software (see XIII.), is independent of the PROGRAM and is subject to separate licensing conditions.

### 2. Licensed Material

The LICENSED MATERIAL includes the PROGRAM according to the definition in the respective license contract, and any possible additional documentation. If applicable, the documentation consists of the parts which are relevant for the licensed modules of the PROGRAM.

### 3. Product

Insofar as the PRODUCT is referred to in the following, this is understood to mean the LICENSED MATERIAL in addition to all rights, trademarks, designs, patents, industrial designs, copyrights, marks or other protective rights of whatever form which are associated with the LICENSED MATERIAL, as well as the associated know-how, barring rights, trademarks, designs, patents, industrial designs, copyrights, marks or other protective rights of whatever form of third parties.

### 4. Update

UPDATE is understood to mean amended/improved versions of the PROGRAM. The designation of UPDATES as a MAJOR or MINOR RELEASE, an UPGRADE or a PATCH and their content is at the discretion of the LICENSOR.

### 5. Interface (API)

An INTERFACE (API) is a part of a program that is made available by a software system to other programs for connection to the system.

## II. Subject of the Contract, Right of Use

1. The LICENSOR is the holder of all copyrights and rights of use as well as other rights of exploitation of the PRODUCT. In addition, the LICENSOR owns other protective rights to the PRODUCT or components of the PRODUCT, for example trademarks.

2. By means of the respective license contract, the LICENSOR grants a non-transferable, non-exclusive right to use the LICENSED MATERIAL to the LICENSEE, unless subsequently agreed otherwise, according to the following conditions in the scope of the respective License (usage rights conferring contract). The LICENSEE is not granted any other rights of any legal nature whatsoever to the LICENSED MATERIAL or the PRODUCT. The usage right of the LICENSEE shall only extend to UPDATES, PATCHES and UPGRADES if they are encompassed in a written and explicit agreement.

3. The LICENSED MATERIAL is licensed according to the conditions of the respective License. In case of doubt, the licensing applies to individual workstations. In case of doubt, a License is granted for one workstation.

4. The PROGRAM shall be provided to the LICENSEE on a data carrier (or in another technical manner, particularly by means of download) as object code in a machine-readable form. So far as this is available, the LICENSOR will provide a description (documentation) of the particular parts of the PROGRAM which are licensed. The LICENSOR may also provide any documentation in machine-readable form via the Internet or in a technically equivalent manner.

5. The LICENSEE is entitled to copy and use the documentation provided for the purpose of use according to the contract. The LICENSEE may only make backup copies of the PROGRAM for their own use in the scope of the License. Without the express consent of the LICENSOR it is prohibited to rent, loan, lease, sell or to make the LICENSED MATERIAL available with or without charge to third parties as a whole or in part, in any form whatsoever. Companies or persons are deemed not to be third parties if they are commissioned with the direct upkeep of the company, and are subject to a confidentiality agreement e.g. in the context of a service contract with the LICENSEE (so-called maintenance personnel). The LICENSEE must ensure that information of whatever kind regarding the LICENSED MATERIAL or the PRODUCT in particular operating or business secrets of the LICENSOR is not communicated by the maintenance personnel, and that the said information not retained by the maintenance personnel after the termination of this function (i.e. if the aforesaid become third parties within the meaning of this Agreement).

6. The LICENSEE may not grant sub-Licenses. Neither may the LICENSEE grant rights to the LICENSED MATERIAL in any form whatsoever to third parties.

7. The granting of a License to the PRODUCT, does not confer any rights to the use of the LICENSED MATERIAL, or constitute a legal relationship on any legal grounds whatsoever, over and above those in the context of this License.

8. The Object Code may not be disassembled. It is also prohibited to reconstruct or to emulate parts of the object code, the Program or database logic, or parts of the PRODUCT, the password, the structures (also of the database), or parts of the PRODUCT such as routines, program logic etc. in any form whatsoever. Processing or amendment to the PRODUCT in any form whatsoever is prohibited. The LICENSEE has no claim to the structure, storage mechanisms, passwords or interfaces being made known to him, even after termination of the License.

9. The transfer of the License to third parties in the course of total or individual legal succession can only be made after the receipt of prior explicit

written permission by the LICENSOR. The division of the License or License is not possible, even if these are granted for several workstations.

10. Use of the PROGRAM for other products, i.e. in the field of locking systems etc., which do not originate from the LICENSOR, or from companies with which they are directly or indirectly associated on the grounds of any level of holding whatsoever, is prohibited unless there is Agreement to the contrary.

### III. Locking Authorisations, Orders, Data Backups etc.

1. The LICENSEE confirms that they have access to sufficient know-how for the use of the LICENSED MATERIAL. The LICENSEE shall ensure that only persons with appropriate specialist knowledge work with the PROGRAM. He is aware that incorrect use (according to the scope of the LICENSED MATERIAL) can have serious consequences. The LICENSEE is also aware that access by unauthorised persons (particularly in areas in which orders are transacted or locking rights are allocated or amended) can cause problems which include unauthorised access or denial of authorised entry or access. The LICENSEE must therefore take special care to safeguard the access data and protect it against access by third parties. The LICENSEE must ensure that no misuse of the LICENSED MATERIAL of any kind can occur. The LICENSEE must indemnify the LICENSOR with regard to all negative consequences resulting from the incorrect or unauthorised use or utilisation of the LICENSED MATERIAL, regardless of who is at fault. The LICENSOR or the companies, to which orders or queries etc. are addressed or communicated, are not obliged to verify in any way whatsoever the authority of the orders, the delivery address, or other details.

2. All use of the LICENSED MATERIAL for evaluations which contravene statutory regulation (e.g. privacy laws) is prohibited. In general, all recorded data may only be used within the context of what is legally permissible.

3. For orders, the LICENSEE and/or the legal entity specified in the order is bound to the LICENSOR and/or the company to which the order is communicated or passed on, for a period of 21 calendar days from the receipt of their declaration of order by EVVA, or a longer performance period or until a later delivery or performance date specified by EVVA. The acceptance of an offer of conclusion of contract is constituted by the actual acceptance by the LICENSOR (and/or the particular company). If not otherwise agreed, the particular valid General Terms and Conditions of Business of EVVA and, insofar as nothing different has been agreed, the LICENSOR's catalogue prices apply to the order. The contractual partner is aware that the supply by the LICENSOR is solely in accordance with their General Conditions of Business, and that any contractual provisions, templates, purchasing conditions etc. of the LICENSEE (or contractual partner) do not apply.

4. The LICENSEE is obliged to perform daily data backups on a medium suitable for the secure storage and retrieval insofar as technically possible and to store the contents of the database separately.

### IV. Scope of warranty, Liability

1. The LICENSOR warrants that the unaltered LICENSED MATERIAL, when exclusively used for the agreed purpose, can essentially fulfil the functions

of the licensed modules described in the specification sheet at the time of handover. Any warranty and liability by the LICENSOR for use which is not of the usual kind, or not according to the Agreement, is excluded. No claims for warranty/liability will be accepted if changes are made to the LICENSED MATERIAL. Furthermore, any warranty/liability claim is also voided if the implementation of changes by the LICENSEE has not taken place, although it was necessary and required. This is the case when UPDATES, PATCHES and UPGRADES are available, but were not installed or were improperly installed for any reason whatsoever. Any warranty/liability claim shall also be voided for damages which could have been avoided by means of a daily data backup. No warranty claims shall exist for malfunctions which are based on the incompatibility with applications of third parties apart from the specifications of the LICENSED MATERIAL.

2. The warranty period is twelve months from the time of handover. The handover is understood to be, the date of handover of the data carrier or the date on which the PROGRAM is otherwise made available to the LICENSEE. A warranty beyond this period is excluded, even if any faults occur after this period. For the provision of UPDATES, PATCHES and UPGRADES, the warranty for these supplemental components never comprises the warranty for the original LICENSED MATERIAL. The regulations over warranty and liability also apply analogously for UPDATES, PATCHES and UPGRADES.

3. LICENSEE has a duty of complaint, insofar as they are a company. They must make known any faults to the LICENSOR within eight working days of their occurrence, or otherwise their legal rights shall be forfeited. If the LICENSEE is a consumer, the legal warranty periods apply.

4. In case of fault to the data carrier, there is only claim to the replacement of the aforesaid. There is no other legal redress of any form whatsoever, particularly for the consequences of delay with regard to the PROGRAM and/or the LICENSED MATERIAL.

5. Claims under warranty are primarily limited to remedy of faults, and in particular are limited to the exchange of the faulty data carrier or the re-working of the PROGRAM, wherein the LICENSOR must be given the opportunity for at least two attempts at rectification within a reasonable period. If rectification of the fault is not possible within a reasonable period, the LICENSEE is entitled to demand a reduction in price, or in the case of significant faults, to withdraw from the License contract after stipulating a reasonable period of notice. A general right to recourse of the LICENSEE as a retailer in accordance with Article 933b of the Austrian General Civil Code (ABGB), which provides a guarantee to a consumer, is excluded. The responsibility of proving that a fault exists lies with the LICENSEE. There is no retrospective warranty. Cumulative claims on several grounds are excluded. The LICENSOR will not assume liability for any damages which result from a withdrawal by the LICENSEE.

6. Any warranty in excess of the above numerals in any form whatsoever is excluded. The provisions regarding warranty also apply to retrospective claims, claims for compensation or claims made on any legal basis whatsoever, under which claims for which warranty are usually made, in particular faults due to defects.

7. Claims for compensation and liability of any form, in particular for delay, impossibility of performance, positive breaches of claims, loss of

earnings, consequences of faults, restoration costs, procurement of replacement products etc. are explicitly excluded. If however, for whatever reason, the LICENSOR should become liable, this liability is limited to twice the amount of the License fee which was actually paid by the LICENSEE for the LICENSED MATERIAL. Insofar as no license fees arise, the liability is limited to a coverage of € 2,000.00 in accordance with the amount. Current License payments or maintenance fees shall only be taken into account insofar as they were paid during the last year. Liability for slight negligence is excluded. Liability for damage which occurs later than twelve months following the handover is also excluded. The LICENSEE must inform the LICENSOR in writing of any faults within eight working days of their occurrence, or otherwise their legal rights are forfeited. If the limitation of warranty or liability contravenes mandatory statutory regulations, the warranty and liability obligations of the LICENSOR will be restricted to the legally permissible minimum extent and amount.

8. The provisions of this section also apply to the relationship of the LICENSEE to any contractual partner from which they have acquired the License (RETAILER). Cumulative claims against the LICENSOR and the RETAILER are excluded.

9. The present Licensing Conditions apply regardless of any other Agreements, particularly with regard to the use of locking systems produced by the LICENSOR or associated companies. In particular, any defect in the area of the SUBJECT OF THE LICENSE does not constitute an entitlement to withdrawal from any contract concerning any locking systems etc., or to the derivation of any legal consequences with regard to the aforesaid. The present LICENSED MATERIAL is completely independent.

10. The LICENSEE shall fully indemnify the LICENSOR against claims resulting from the use of the LICENSED MATERIAL by the LICENSEE or by third parties with their consent and approval, or because such use has not been prevented by the LICENSEE.

11. The LICENSEE is aware no liability shall be assumed by the LICENSOR for the erroneous issuance of locking authorisations or the consequences thereof. The customer must review the correctness and ensure of the adherence to its own security standards on its own behalf.

12. It should be noted that for particular products (according to their technical design) the barring of an identification medium only becomes effective if this information (which cannot be controlled due to the technical design) is communicated to the locking system. Any response of the system depends on various factors. Therefore no warranty or liability can be assumed for such response.

## V. Information, Updates and Upgrades, Extension of the License Environment

1. As a basic rule, the LICENSEE has no claim for the provision of PATCHES, UPDATES (MINOR or MAJOR RELEASES), UPGRADES or other changes to the Program on the basis of the concluded agreement, unless separately agreed upon explicitly and in writing. The statutory updating obligation in relation to products with digital elements or digital services within the meaning of Section 7 VGG (Verbrauchergewährleistungsgesetz - Consumer Warranties Act) is expressly waived.

2. The extension of the License always requires a separate written Agreement with the written consent(s) of the LICENSOR(s).

3. The LICENSOR reserves the right to make changes, including restrictions of functions of the PRODUCT etc. at any time. The LICENSOR can insist that the LICENSEE installs other versions of the PROGRAM and or/PATCHES.

4. The LICENSOR provides no warranty of any form for the compatibility of the PROGRAM in the context of the software and hardware environment of the LICENSEE. However, non-binding information of typical software and hardware environments is provided in the current product catalogues or data sheets. The LICENSEE is aware that under certain conditions the purchase of UPDATES (particularly in the context of a new hardware environment) may be necessary, and that upward and downward compatibility in the context of any hardware and software environment cannot always be guaranteed.

5. Any possible support and training and/or maintenance, such as PATCHES, UPDATES or UPGRADES are not the subject of the license contract as a basic rule, with the exception of express written agreements.

6. The installation of the software, of PATCHES etc. is always carried out at the risk and expense of the LICENSEE.

## VI. Proprietary Rights

1. The PRODUCT and the LICENSED MATERIAL are and remain the sole property of the LICENSOR. Also, any other rights of the LICENSOR, particularly copyright and other protective rights, are not affected by the license contract and/or conditions.

2. The LICENSEE does not become the owner of the PRODUCT or the LICENSED MATERIAL and does not acquire rights of any form, unless these are expressly granted in this contract.

## VII. Confidentiality and Data Protection

1. The LICENSEE must take all necessary measures to ensure that the LICENSED MATERIAL is used according to the agreement, and prevent unauthorised access, copying, or any other misuse or breach of the Licensing Conditions. The LICENSEE is also obliged to maintain confidentiality with regard to the LICENSOR's business, business relationships, or other commercial matters, and their operating and business secrets. The LICENSEE also explicitly and irrevocably declares, in particular, that they will not perform any acts on the basis of the operating or business secrets to which they has access, for their own benefit or the benefit of others, or utilise these in any way. He will also not challenge the LICENSOR's rights to the PRODUCT, or contest these either in or out of court.

2. The LICENSEE explicitly commits to complete confidentiality regarding the more detailed modalities of this license contract, and the amount of the license fees. The only exceptions to this are disclosures which must be made to authorities, such as taxation authorities due to the mandatory legal obligations. Insofar as is legally necessary, or necessary under the Articles of Association or other regulations, disclosures may be made to the necessary extent to other bodies of the LICENSEE, particularly supervisory bo-

dies. Any information to potential customers or competitors of the LICENSOR is excluded.

3. If it comes to the LICENSEE's knowledge, that there is any intervention in the LICENSOR's rights, particular property rights or copyrights, they must immediately take all necessary measures to defend against these and inform the LICENSOR of such intervention immediately. He shall hand over to the LICENSOR all information and evidence which is available to him regarding the intervention.

4. If the LICENSOR has grounds for suspicion that provisions of this Agreement are being breached, they are entitled to have the compliance with these provisions verified by a person bound to confidentiality, in the presence of a representative of the LICENSEE. If these suspicions are justified, the LICENSEE shall bear the costs of this verification.

5. The LICENSOR shall be entitled, within the scope of the purpose of the contract, to process the personal data entrusted to it or to have such data processed by third parties in compliance with data protection regulations. Information on data protection rights can be accessed at any time in the EVVA data protection declaration at [www.evva.com](http://www.evva.com).

6. Processing of personal data by EVVA as a processor shall only take place in individual cases in the course of rectifying technical faults, possibly in connection with UPDATES, and only insofar as the fault rectification requires work on an installation that contains personal data.

7. An INTERFACE offered by the PRODUCT may enable the PROGRAMME to be used with third-party products, in deviation from point II.10. Within the scope of the specified INTERFACE, use of the PROGRAMME with third-party products is therefore permitted in deviation from this licence agreement. In this case, the LICENSEE is obliged to take all precautions together with the provider of a connected third-party product in order to fulfil the regulations on data protection and data security. It is expressly clarified that any third-party providers are only in a contractual relationship with the LICENSEE and in particular do not represent subcontractors of EVVA.

## VIII. Term

1. The License is granted for an indefinite period unless differing agreements are made.

2. The LICENSOR is entitled to terminate the License immediately on serious grounds if after notification of a relevant breach of this Agreement, or other important interests which are to be considered as an important reason, the LICENSEE does not rectify the irregularity within a reasonable period. In particular, important reasons are deemed to be:

- the unauthorised transfer of the PROGRAM to third parties;
- enabling or condoning the use of the said PROGRAM by third parties;
- the production of copies of the PROGRAM, insofar as these are not backup copies within the meaning of this agreement;
- production of copies of the documentation in breach of contract;
- tampering, disassembly, reconstruction etc. of the PRODUCT or parts of the same, e.g. the program logic etc. in contravention of Numeral II.8.;
- transfer of the License without the prior explicit written permission

of the LICENSOR (Numeral II.9.);

- opening of bankruptcy, liquidation or restructuring proceedings or other similar proceedings against the assets of the LICENSEE, or the rejection of such applications due to lack of funds, or the insolvency or significant deterioration of the financial situation of the LICENSEE, due to which the initiation of such proceedings is imminent;
- breach of any maintenance contract or similar contractual relationship;
- breach of the obligation to confidentiality, etc.;
- unjustified refusal of verification or unjustified incomplete disclosure of the requested details, or unjustified denial of access to relevant rooms or data processing systems;
- breach of other obligations according to Numeral VI.;
- use of the PROGRAM in a non-compatible hardware or software environment;
- provision of access to unsuitable or inadequately trained employees, and/or employees who are not bound to confidentiality;
- use of the PROGRAM with third party products, unless otherwise agreed.

3. In the case of a justified termination of this Agreement, the LICENSED MATERIAL shall be returned by the LICENSEE immediately. Any copies must be permanently destroyed. The LICENSOR must be given immediate confirmation of the complete return or destruction. The termination does not affect any claims of any legal nature whatsoever by the LICENSOR. On termination, there are no claims against the LICENSOR. Likewise, there are no claims against the LICENSOR in case of unjustified termination, insofar as they can claim that the grounds for termination were assumed in good faith. The LICENSOR is entitled to not make use of their right of termination without prejudice to their legal position.

4. The provisions of point VI. also apply beyond the term of the License, as do the associated provisions regarding breach of contract (see X.).

5. On termination of the License for any reason whatsoever, the provisions of Numeral VIII.3 apply accordingly.

## IX. License Fee

1. The amount of the License fee was separately agreed, where necessary with a retailer, and is to be paid to the immediate contractual partner. Recurring (current) license fees are according to the particular current price list of the LICENSOR. The LICENSOR is free to constitute the aforesaid according to their commercial discretion. The License fees will be adjusted by at least the CPI 2020 independently of the publication of a price list (basis: month of purchase of the License). Fluctuations of the index of +/- 3% will not be taken into account.

## X. Breach of Contract

1. If breaches of the license contract (including the General Licensing Conditions) occur within the sphere of influence of the LICENSEE, or if the LICENSEE exceeds the License granted, the LICENSEE explicitly and irrevocably commits to pay a contractual penalty which is independent of blame and the actual occurrence of damage, to the amount of EUR 10,000.00 (ten thousand Euro) per breach of contract.

2. The right to claim that higher damage has been incurred by the LICENSOR or third parties, as well as other rights of the aforesaid, in particular the right of termination of the contract remain unaffected by this.

## **XI. Export Control**

1. The LICENSEE is obliged to provide the LICENSOR with all information and documents required to comply with export control regulations upon request. The LICENSEE shall not use or otherwise export or re-export the LICENSED MATERIAL except as permitted by the laws of the U.S. and the laws of the country in which the LICENSED MATERIAL was acquired. Specifically, the LICENSED MATERIAL may not be exported or re-exported (a) to embargoed countries of the U.S. or (b) to persons on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce's Denied Persons List or Denied Entity List. By using the LICENSE MATERIAL, the LICENSEE represents and warrants that it is not located in any of these countries and is not on any of these lists. LICENSEE also agrees that it will not use such products for any purpose prohibited by U.S. law, including, without limitation, to develop, design, manufacture or produce nuclear, missile, chemical or biological weapons.

## **XII. General Provisions**

1. Austrian Law applies. Exceptions to this are any conflicting or reference standards, in particular UN Trading Law.
2. Subsidiary to this, the General Conditions of Business of the LICENSOR, which are available at <http://www.evva.com/terms>, apply.
3. Amendments or supplements to the Licensing Conditions must be made in writing. The same applies to a waiving of the Agreement to the written form.
4. The contracting parties waive the contesting or modification of this Agreement for any reason, e.g. due to errors or reduction in excess of one half.
5. The costs associated with the creation and implementation of this Agreement will be paid by both contracting parties alike. Any possible fees shall go to the encumbrance of the LICENSEE.
6. The application of General Conditions of Business, Purchasing Conditions or other general contractual templates of the LICENSEE is excluded unless there is explicit agreement to the contrary. Furthermore, these do not apply in addition.

7. If provisions of this contract are or become ineffective, invalid or unenforceable, the effect, validity or enforceability of the other provisions remains unaffected. In the event that one of these provisions is or becomes ineffective invalid or unenforceable, it is deemed that the contracting parties will agree to a provision which comes as close as possible to the commercial effect of the ineffective, invalid or unenforceable provision.

8. For all disputes arising from or in connection with these License Conditions, as well as creation or their effectiveness, in particular their effect and the Agreement on the court of jurisdiction, the contracting parties agree that the sole court of jurisdiction is the court responsible for commercial matters in the location of the registered office of the LICENSOR.

9. Correspondence is deemed to have been received at the latest 7 days after dispatch if it was sent to the last address, fax number or e-mail address provided in writing. For e-mail, the proof of receipt is to be provided by the sender. The timely posting or sending of a fax, or communication by e-mail is deemed to be in compliance with any time limits.

10. The place of payment and fulfilment is the registered office of the LICENSOR.

11. If the customer is a consumer, any compulsory, more favourable regulations of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG) and the Consumer Warranties Act (Verbrauchergewährleistungsgesetz, VGG), made known by the Warranty Directives Implementation Act, Federal Law Gazette I 175/2021, shall remain unaffected by these EVVA General Licensing Conditions. The provision relating to this effect in the EVVA General Licensing Conditions is superseded where necessary, but remains valid in all other respects.

12. In case of doubt, all sums stated are in Euro, plus VAT in the respective legal amount.

## **XIII. Use of open source libraries - source code deposit**

1. If the PROGRAM uses or addresses libraries and routines („plug-ins“) from open source databases, the respective original licences, including details of authorship, are supplied with the PROGRAM version and displayed.
2. If required by the respective open source licence (e.g. LGPLv2.1), EVVA will make modified source code available to anyone upon request.
3. It is expressly stated that all provisions of these EVVA Licence Conditions that deviate from the provisions of included open source licences shall only apply to EVVA as the LICENSOR and shall in no way bind the respective licensors of the original open source programs.