

General Terms and Conditions (GTC) of FTF International AG

1. Scope and validity

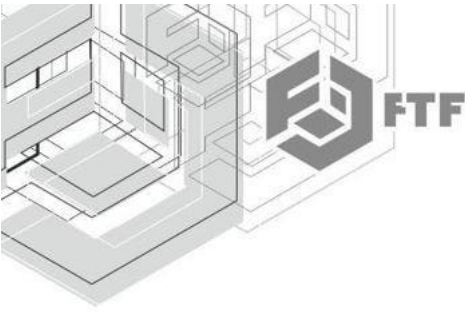
- 1.1 These General Terms and Conditions (hereinafter referred to as GTC) govern the contractual terms and conditions or the contractual relationship between FTF International AG, Ernst-Nobs-Platz 1, 8004 Zurich (hereinafter referred to as FTF) and the customer as well as the associated rights and obligations of the parties.
- 1.2 These terms and conditions apply to all services that FTF offers to its customers. By sending or placing an order, the customer expressly agrees to these terms and conditions.
- 1.3 These terms and conditions apply regarding the "AGV application" (hereinafter: system) defined in the respective offer and all software components that are part of the system.
- 1.4 These terms and conditions are valid for an indefinite period, if no written agreement to the contrary has been made between the parties.
- 1.5 The binding version of the GTC will be published on the FTF website. The customer will be informed of any changes to the GTC in an appropriate manner.
- 1.6 These terms and conditions are an integral part of all offers and contracts between AGV and the customer.

2. General provisions

- 2.1 FTF concludes a separate license agreement with the customer. If the content of the license agreement contradicts these terms and conditions, the former shall take precedence.
- 2.2 It is up to the customer to ensure the necessary requirements in terms of hardware and network environment so that AGV can carry out the software and system installation. The hardware and network environment includes cameras, camera technologies, all accessories (e.g., recording devices, extension and support products, video analysis, etc.), servers, access control technologies, programmable inputs and outputs, working time terminal, guest card system, etc.
- 2.3 With the conclusion of the license agreement, the customer was fully informed by FTF about the functionality and use of the software and system installation.
- 2.4 FTF reserves the right to modify the system to ensure better and error-free operation and greater functionality. The customer will be informed before a corresponding system mutation occurs. FTF strives to continuously develop and optimize the system. The customer can access software updates. Installing released updates is the sole responsibility of the customer.

3. Installation and commissioning

- 3.1 AGV or its representative (subcontractor) undertakes to install and commission the software and system installation at the customer's premises. The software is installed exclusively on workstations that are available at the time of installation and are connected to it either directly or via a computer network.
- 3.2 FTF or its representative (subcontractor) shall carry out a suitability test of the hardware and network components required for the operation of the software prior to installation of the software and the system at the



customer's premises. FTF is entitled to carry out capacity tests at the customer's premises to check the operation of the software and the system installation (by appointment). FTF shall disclose the result of the aptitude test to the customer in a written report, stating the deficiencies found in the test.

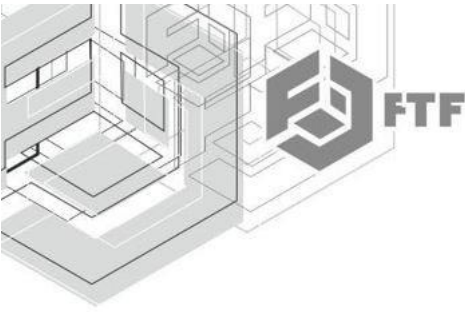
- 3.3 The customer acknowledges that the software and system can only be installed by AGV or its representative (subcontractor) if the customer meets the requirements for the hardware and the network environment (see sections 2.2 and 3.2 above).

4. Rights of Use and Restrictions on Use

- 4.1 Upon payment of the corresponding license fee and in accordance with a separate license agreement, FTF grants the customer a non-exclusive, temporally and spatially limited right of use with regard to the software.
- 4.2 The customer is not entitled to sublicense, sell, lend, rent, lease, or share the use of the software. In particular, the customer may not reproduce the software and/or copy it to electronic media. In principle, the customer is prohibited from making any changes to the software without authorization. The source code of the software remains the property of FTF even after termination of the contractual relationship.
- 4.3 The parties are obliged to provide each other with the data and documents necessary for the fulfillment of the contractual relationship. The customer is entitled to use all results (e.g., daily, monthly, weekly reports, charts, databases, etc.). This is a right of use, which is limited in time and space in accordance with the license agreement to be concluded separately.
- 4.4 The customer guarantees AGV access to its premises and systems always, insofar as this is necessary for the fulfilment of the contractual relationship.
- 4.5 The customer is prohibited from modifying the software and/or analyzing its structure. If FTF detects such abuse, it is entitled to deactivate the system without prior notice and to terminate the license agreement with immediate effect.

5. License fee and terms of payment

- 5.1 The customer is obliged to pay the monthly lump sum and/or one-time payment due for the selected module, which was specified in the license agreement (hereinafter referred to as the license fee).
- 5.2 The license fee includes:
- a) System installation
 - b) Training (scope according to separate License Agreement)
 - c) Handover of the system on site in operational condition
- 5.3 The license fee does not include the cost of the following work:
- a) Delivery and construction of the hardware and network environment.
 - b) Cost of testing the hardware and network environment. These costs are shown separately in the license agreement with a set-up fee.
 - c) Costs for system consulting. These costs are shown separately in the offer.
 - d) Costs for the correction of system malfunctions, such as:
 - a. In case of improper use
 - b. In the event of unauthorized interference by third parties
 - c. In the event of system malfunctions due to force majeure



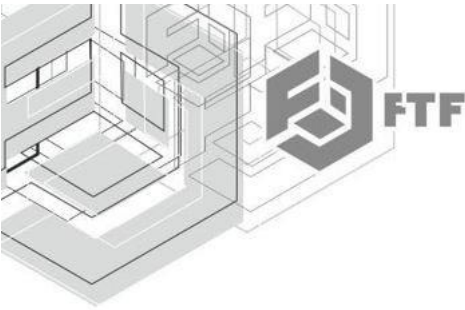
- d. In the event of system failure of the supplying system or any other system operated by the customer
 - e) Costs upon termination of the contract. These costs will be shown separately in the license agreement with a check-out fee.
- 5.4 The customer must transfer the license fee by bank transfer to the bank account specified on the invoice within 15 days of receipt of the invoice.
- 5.5 In the event of non-compliance with the payment date, the customer will be in default. The statutory default interest is owed (Art. 73 CO).
- 5.6 In the event of late payment, a request for payment will be sent to the customer. If the customer does not pay within 15 days of delivery of the request for payment, FTF is entitled to either restrict or discontinue the operation of the system.

6. Training

- 6.1 AGV or its representative (subcontractor) offers the customer system training in accordance with the license agreement. The license fee includes the number of training hours specified in the license agreement. If the customer intends to take advantage of further training hours, AGV will invoice these expenses separately. The applicable hourly rates can be found in the license agreement.
- 6.2 The customer shall always ensure that the software is used exclusively by persons who have basic IT knowledge and who have participated in the training courses conducted by FTF.
- 6.3 AGV trains the customer's system users regarding their respective roles and user tasks.
- 6.4 The respective training participants of the customer certify the completion of the training with their signature.

7. Support

- 7.1 After commissioning of the system, AGV provides product support for the customer. This includes helpdesk and standby services, consulting, software modification and software development, backup scanning, installation on new hardware, conversion, hardware or other interventions that become necessary due to changes in the law, data or system recovery due to virus infections, testing, correction of delays or problems due to insufficient Internet bandwidth infrastructure.
- 7.2 For the purposes referred to in para. 7.1 circumscribed product support fees will be charged. These fees are in addition to the agreed license fee. The applicable hourly rates can be found in the license agreement.
- 7.3 Product support always refers to the software made available to the customer. Product support does not apply to internal errors of the operating system, network environment, or hardware devices.
- 7.4 The parties shall determine, in consultation, which specific persons are authorized to submit and receive error and investigation reports.
- 7.5 Upon receipt of an error message from the customer, AGV must locate and qualify the error. Subsequently, FTF will send the customer one of the following messages:
- a) No error was detected during fault localization.
 - b) The bug turned out to be a software bug and the fix was started by FTF.
 - c) Although an error could be localized, the corresponding correction is the responsibility of the customer or a third party.
 - d) During fault localization, it was found that a system that does not fall within the scope of



the agreement is the source of the fault.

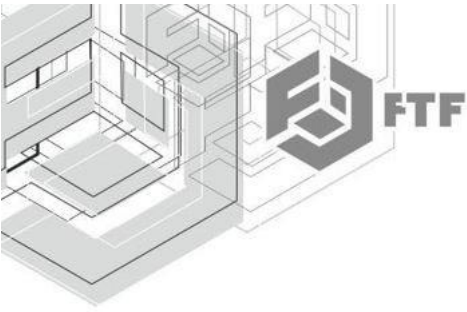
- 7.6 AGV will notify the customer within five (5) business days of the time required and the necessary work required to correct the localized fault.
- 7.7 AGV decides independently whether the troubleshooting must take place on site at the customer's site or can be carried out remotely. If troubleshooting can be done remotely, the customer will take all necessary actions to make this possible (authorization, permission, allow remote access, etc.). AGV or its representative (sub-contractor) undertakes to document the troubleshooting on an ongoing basis.

8. Duration and termination of the contract

- 8.1 The license agreement comes into force upon signature by all parties. The start date of software usage is specified in the license agreement.
- 8.2 The contract is concluded for a certain duration. The duration of the contract is specified in the license agreement.
- 8.3 At the end of the specified contract period, the contract is automatically extended by one year without further explanation if neither party terminates the contract with a notice period of three months to the end of the license period.
- 8.4 FTF may terminate the contract for good cause by written declaration by registered mail at any time and without notice. Good cause shall be deemed to exist in the following cases if:
 - a) the customer violates the provisions of these GTC or the License Agreement;
 - b) the customer is in arrears with the payment of the license fee;
 - c) the customer is in default of payment of the training costs (clause 6.1), support costs (clause 7.2) or otherwise incurred costs;
 - d) bankruptcy proceedings are opened against the customer, or a moratorium is granted.
- 8.5 Upon termination of the contract, the customer's right to use the software expires in full.
- 8.6 Upon termination of the contract, the customer is obliged to immediately cease use of the software and to immediately and irrevocably delete all copies of the software or parts thereof in his possession. The customer shall send AGV a corresponding confirmation letter.

9. Warranty/Limitation of Liability

- 9.1 FTF's software is made available or licensed to the customer without a warranty of any kind. Any warranty, for the absence of obvious and hidden defects as well as for the non-infringement of the rights of third parties, is excluded in full. Any errors or suggestions can of course be reported by the customer to FTF. There is no legal entitlement to troubleshooting. However, product support is offered for a fee (see section 7).
- 9.2 FTF is only liable in the event of intent and gross negligence. Any liability for loss of profit, indirect damage, consequential damages, loss of data and for damages to third parties is - to the extent permitted by law - completely excluded.
- 9.3 In the event of use by the customer in breach of contract, any liability on the part of FTF shall lapse.
- 9.4** In the event of force majeure, in particular in the event of fire, water, earthquake, strike, war, epidemics, the affected party is obliged to inform the other party immediately in writing by registered letter. Liability for force majeure is excluded. During the period of force majeure, the contract between the parties remains in force and cannot be terminated. The customer must continue to pay the license fee without restriction. If FTF



is unable to fulfil its contractual obligations due to force majeure, these will be postponed until after the end of the force majeure. FTF is not liable for any damage incurred by the customer as a result of the postponement of the contractual obligation.

10. Privacy

The parties conclude a separate data protection agreement. These and the documents listed below are an integral part of the license agreement.

- GDPR_Information about data protection
- GDPR_Interessenabwägungstest for the processing of personal data
- GDPR_Stellungnahme on data processing from real-time video signals
- GDPR_Verordnungen on the treatment of personal data.

11. Consequences of infringements

FTF may terminate the contract with immediate effect before the expiry of the agreed period if the customer violates the license agreement or the terms and conditions.

12. Final provisions

- 12.1 The concluded license agreement, the data protection agreement and these terms and conditions contain all agreements made between the contracting parties. There are no verbal collateral agreements. Changes or additions to the contractual relationship must be made in writing. This also applies with regard to the amendment of this para. 12.1.
- 12.2 Should any provision of these terms and conditions be or become invalid or void, this shall not affect the validity of all other provisions. The invalid or void provision shall be replaced by a valid provision that comes as close as possible to the purpose pursued by the invalid or void provision.
- 12.3 The contracts with the customer based on these terms and conditions are subject exclusively to Swiss substantive law to the exclusion of conflict of laws.
- 12.4 The exclusive place of jurisdiction for all disputes is the registered office of FTF (currently: Zurich)

FTF International AG, Zurich