

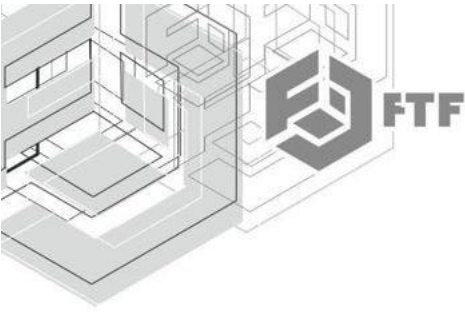
# General Terms and Conditions (GTC) of FTF International AG

## 1. Scope and validity

- 1.1 These General Terms and Conditions (hereinafter referred to as GTC) govern the terms and conditions of contract 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 rights and obligations of the parties in connection with them.
- 1.2 These T&Cs apply to all services that FTF offers to its customers. By submitting or placing an order, the customer expressly agrees to these terms and conditions.
- 1.3 These T&Cs apply in particular with regard to the "AGV Application" (hereinafter referred to as the "System") as defined in the respective Offer and all software components that are part of the System.
- 1.4 These T&Cs are valid for an indefinite period of time unless otherwise agreed in writing 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 T&Cs are an integral part of all offers and contracts between FTF 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 will take precedence.
- 2.2 It is up to the customer to ensure the necessary requirements in terms of the hardware and network environment so that FTF is able to carry out the software and system installation. The hardware and network environment includes the cameras, camera technologies, all accessories (e.g. recording devices, extension and support products, video analysis, etc.),



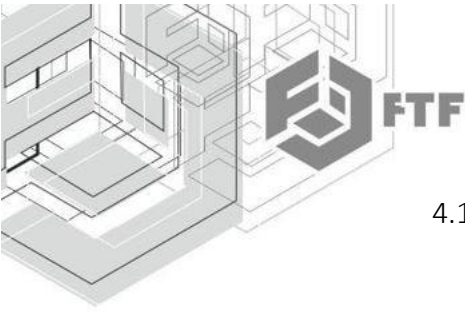
servers, access control technologies, programmable inputs and outputs, working time terminals, guest card systems, etc.

- 2.3 With the conclusion of the license agreement, FTF fully informed the customer 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 FTF or its representative (subcontractor) undertakes to install and commission the software and system installation at the customer's premises. The Software is installed only 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 conduct a suitability test of the hardware and network components required for the operation of the Software prior to installation of the Software and System at the Customer's premises. FTF is entitled to carry out capacity tests at the customer's premises in order to verify the operation of the software and the system installation (by prior notice). FTF discloses the result of the suitability test to the customer in a written report, stating the defects found in the test.
- 3.3 The Customer acknowledges that an installation of the Software and Systems by FTF or its representative (subcontractor) can only take place if the Customer meets the requirements for the hardware and the network environment (see Section 2.2 and Section 3.2 above).

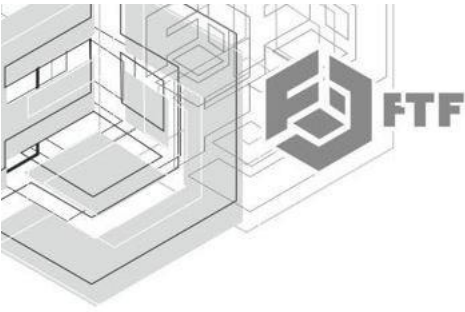
### **4. Rights of use and restrictions on use**



- 4.1 Upon payment of the relevant license fee and in accordance with a separate license agreement, FTF grants the customer a non-exclusive, temporally and spatially limited right of use in relation to the Software.
- 4.2 Customer may not sublicense, sell, lend, rent, lease, or share the use of the Software. In particular, the Client may not reproduce and/or copy the Software to electronic media. In principle, the customer is prohibited from making any changes to the software on his own authority. The source code of the software remains the property of FTF even after the termination of the contractual relationship.
- 4.3 The parties are obliged to provide each other with the data and documents required for the performance 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 a separate license agreement.
- 4.4 The Client shall guarantee FTF access to its premises and systems at all times, insofar as this is necessary for the performance 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.

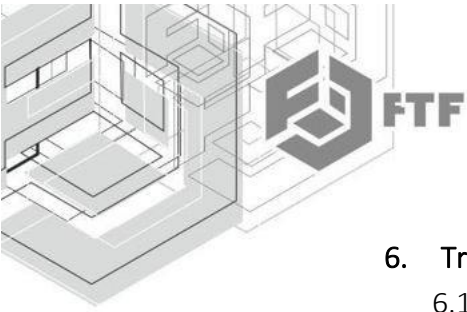
## **5. License fee and payment terms**

- 5.1 The Client is obliged to pay the monthly lump sum and/or one-time payment due for the selected module, which is specified in the License Agreement (hereinafter License Fee).
- 5.2 The license fee includes:
  - a) System Installation
  - b) Training (scope according to sep. 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 will be 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 resolving 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 indicated on the invoice within 15 days of receipt of the invoice.
- 5.5 If the payment deadline is not met, the customer will be in default. The statutory default interest is owed (Art. 73 CO).
- 5.6 In the event of late payment, the customer will be sent a request for payment. If the customer does not pay within 15 days of delivery of the payment request, FTF is entitled to either restrict or discontinue the system operation.
- 5.7 The delivered goods shall remain the property of the supplier until all claims arising from the ongoing business relationship have been paid in full (retention of title).

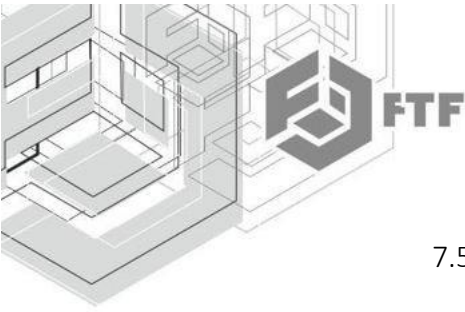


## **6. Training**

- 6.1 FTF or its representative (subcontractor) offers system training to the customer 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, FTF will invoice these expenses separately. The applicable hourly rates are set out in the license agreement.
- 6.2 The Customer shall at all times 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 FTF trains the customer's system users on 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 - Service Agreement**

- 7.1 Once the system has been commissioned, FTF provides product support to the customer. This includes, in particular, helpdesk and standby services, consultations, 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, troubleshooting delays or problems due to insufficient Internet bandwidth infrastructure.
- 7.2 For the purpose of the application referred to in no. 7.1 will incur fees. These fees are in addition to the agreed license fee. The applicable hourly rates are set out in the license agreement.
- 7.3 Product support always refers to the software provided to the customer. Product support does not cover 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 report by the customer, FTF must locate and qualify the error. FTF will then send the Customer one of the following notices:

- a) No error was detected during fault localization.
- b) The bug has proven to be a software bug and the fix has been started by FTF.
- c) Although an error could be located, the corresponding correction is the responsibility of the customer or a third party.
- d) During fault localisation, it was determined that a system that did not fall within the scope of the agreement was the source of the error.

7.6 FTF will notify Customer within five (5) business days of the time required and the necessary work required to resolve the localized error.

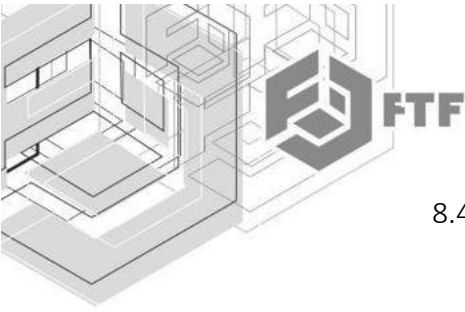
7.7 AGV decides independently whether troubleshooting must take place on site at the customer's site or can be carried out remotely. If troubleshooting can be done remotely, the customer will take all necessary actions to make it possible (authorization, permission, allow remote access, etc.). FTF or its representative (subcontractor) 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 universal signature. The start date of software use 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.

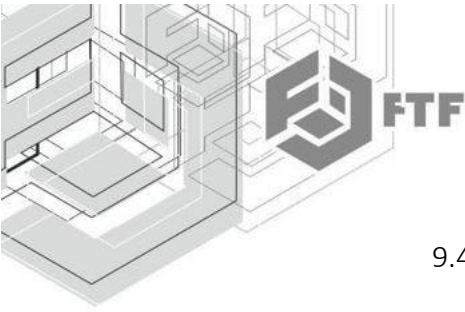
8.3 After the expiry of the specified contract period, the contract will automatically be extended by one year without further explanation if neither party terminates the contract with a notice period of three months to the end of the license term.



- 8.4 FTF may terminate the contract for important reasons by written declaration by registered mail at any time and without notice. An important reason exists in particular in the following cases if:
- a) the Customer is in breach of the provisions of these T&Cs and/or the License Agreement;
  - b) Customer is in default of payment of the License Fee;
  - c) the Customer is in default with the payment of the training costs (Clause 6.1), support costs (Clause 7.2) or other costs incurred;
  - d) bankruptcy is declared against the customer or the debt restructuring moratorium is granted.
- 8.5 Upon termination of the Agreement, the Customer's right of use to the Software shall expire in its entirety.
- 8.6 Upon termination of the Agreement, Customer shall immediately cease use of the Software and immediately and irrevocably delete all copies of the Software or parts thereof in its possession. The customer will send FTF a corresponding confirmation letter.

## 9. Warranty/Limitation of Liability

- 9.1 The software of FTF is made available to the customer without warranty of any kind or licensed. Any warranty, in particular for the absence of open and hidden defects as well as for the non-infringement of the rights of third parties, is completely excluded. Any errors or suggestions can of course be reported by the customer to the AGV. 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 lost profits, indirect damages, 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 violation of the



contract, any liability 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 mail. 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 shall not be liable for any damages incurred by the customer as a result of the postponement of the contractual obligation.

## **10. Data protection**

The parties enter into a separate data protection agreement. These and the documents listed below form an integral part of the license agreement.

- GDPR\_Information about data protection
- GDPR\_Interessenabwägungstest for processing personal data
- GDPR\_Stellungnahme on data processing from real-time video signals
- GDPR\_Verordnungen on the treatment of personal data.

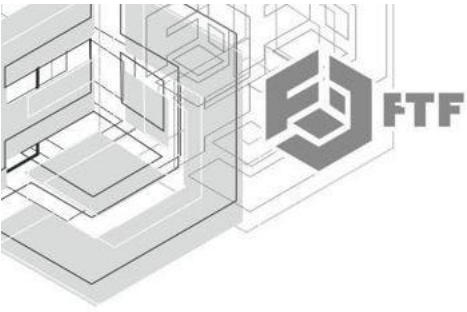
## **11. Consequences of infringements**

FTF may terminate with immediate effect before the end of the agreed period if the customer violates the license agreement or the GTC.

## **12. Final provisions**

12.1 The concluded license agreement, the data protection agreement and these GTC contain all agreements made between the contracting parties. There are no oral ancillary agreements. Changes or additions to the contractual relationship must be made in writing. This also applies with regard to the amendment of this no. 12.1.

12.2 Should any provision of these Terms and Conditions be or become invalid or void, the validity of all other



provisions shall not be affected. The invalid or void provision shall be replaced by a valid one that comes as close as possible from a legal point of view to the purpose pursued by the invalid or void provision.

12.3 The contracts with the customer based on these GTC 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 FTF's registered office in Switzerland.

FTF International AG, Zürich