

# Subscription Terms & Conditions

## 1. General information

**1.1.** These Subscription Terms & Conditions (hereinafter "Terms") apply to the use of the SKIDATA Solution between Principal and SKIDATA as well as to all additional and subsequent orders. The Terms, as amended from time to time, shall also apply to all current and future updates, upgrades, supplements and support services. The following sections shall apply depending on the scope described within the Offer and/or the applicable Documentation.

**1.2.** The rights and obligations contained in these Terms apply exclusively between Principal and SKIDATA and are not transferable to third parties, unless expressly agreed otherwise.

**1.3.** SKIDATA reserves the right to amend these Terms at any time. Amendments shall become effective as soon as they are communicated to Principal in written or electronic form, unless a later effective date is agreed.

## 2. Definitions

**2.1.** For the purposes of these Terms and Conditions, the following terms shall have the meanings ascribed to them in this section:

**"Offer":** SKIDATA's order form, which describes in detail the SKIDATA Solution Components ordered by Principal and incorporates this Agreement by reference.

**"Principal":** The natural or legal person or entity that has the legal authority to enter into this Agreement.

**"Principal Data":** Data created or transferred by the Principal and stored on SKIDATA's servers or the servers of service providers.

**"Cloud-based services":** Applications, IT infrastructure, components, storage, or other internet-based functions that enable access by external service providers via the internet or other wide area networks.

**Consumable products:** Includes conventional data carriers, RFID data carriers, and accessories that are considered consumables.

**"Documentation":** All associated documentation for the SKIDATA solution, such as manuals, instructions, schedules, fact sheets, including the offer.

**"Expert Services":** Maintenance and service modules (SKIDATA .Care Services) carried out by authorized SKIDATA technicians. Special conditions shall apply to Expert Services.

**"Hardware":** The devices (e.g. barriers, columns, automatic pay stations, servers, handhelds), cabling, and all other physical components or elements of the SKIDATA solution.

**"Interfaces":** All SKIDATA proprietary application programming interfaces (APIs) and their specification used by Principal to interact with SKIDATA's products and services, subject to the provisions of these Terms.

**"SKIDATA":** SKIDATA GmbH, with its registered office at Untersbergstraße 40, 5083 Grödig/Salzburg, Austria. SKIDATA may also enter into contracts with Principal through an affiliated company of SKIDATA. In this case, the term "SKIDATA" refers to the relevant affiliated company.

**"SKIDATA Solution":** The combination of Software, Hardware, Consumable Products, Cloud-based Services, Interfaces and Expert Services, as well as all other components or products of SKIDATA ordered by Principal in SKIDATA's offer.

**"Software":** Programs, data, or electronic instructions used to operate computers or devices and perform specific tasks that are either hosted by the Principal on site, installed locally on the hardware, or hosted virtually with the use of remote servers or via the cloud. In addition, the Software may also include the access and use of interfaces, portals, user IDs, tokens, passwords, and computer tools required for the Principal to use the Software Package.

**"Software Package":** Includes all Software and software components, Cloud-Based Services, Interfaces, or a combination of these elements, as further described in the Documentation.

**"Contract":** The entirety of the provisions governing Principal's use of the SKIDATA Solution, including these Terms, the Offer, the Documentation, and all Annexes incorporated by reference.

**"Effective date":** The date on which the offer is accepted by the Principal and the order is placed.

## 3. Software Package license

**3.1.** Principal shall be granted a non-exclusive, non-transferable, non-sub licensable, time-limited and revocable right to use the software package limited to the term of the contract. The Software Package may only be used within the contractually agreed scope and in connection with the contractually agreed SKIDATA Solution. Principal shall acquire a sufficient number of software licenses in accordance with the documentation

**3.2.** The Software Package may only be used in conjunction with compatible SKIDATA products and systems. The use of supplied third-party software is subject to the applicable contractual provisions of the respective manufacturer. Any other use of the Software Package, in particular in connection with third-party products, requires the express consent of SKIDATA (see section "Third Party Components" below). Software from Microsoft Corporation is also subject to compliance with the applicable End User License Agreement (EULA), which is made available to Principal by SKIDATA at the following link: <https://www.skidata.com/ms-eula>.

**3.3.** SKIDATA and SKIDATA's authorized representatives are entitled to inspect Principal's accesses (documents, systems, computers) necessary for the license verification within regular working hours, insofar as these are related to the SKIDATA Solution. If such a review reveals that the number of purchased licenses is less than the required number, Principal shall

immediately pay the license fee for the required and missing licenses. This also includes the license fee for use in the past. If the Principal cannot prove the start of actual use in the current contract year, the license fee for a previous contract year and for the current contract year must be paid in any case.

#### 4. Cloud-based Services

**4.1.** The Cloud-based Services shall be provided to Principal either by SKIDATA itself or by a service provider authorized by SKIDATA commissioned service provider (hereinafter referred to as "Service Provider"). The Cloud-based Services are provided to Principal exclusively via internet network. SKIDATA reserves the right to make reasonable changes to the Cloud-based Services. SKIDATA shall inform Principal of any changes, if necessary. In particular, SKIDATA reserves the right, at its sole discretion and without prior notice to Principal, to modify or replace the following components of the Cloud-based Services: (i) system configurations, (ii) designs, (iii) routing configurations or their rearrangements, (iv) technical specifications, and (v) the equipment used to provide the Cloud-based Services.

**4.2.** The following availability of the Cloud-based Services is agreed:

Availability	99.5 % during the observation period
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**4.3.** The observation period is one calendar month in each case.

**4.4.** SKIDATA shall use commercially reasonable efforts to achieve the agreed availability and to provide the Cloud-based Services in accordance with the recognized standards of the hosting industry (the "Service Standards"). SKIDATA shall also use commercially reasonable efforts in accordance with the circumstances of the individual case and based on Principal's technical environment to remedy interruptions, malfunctions, or errors that lead to a failure to achieve the Service Standards and/or the agreed availability (collectively referred to as "Interruption") and to make the Cloud-based Services available again.

**4.5.** A period during which the Cloud-based Services are not available due to an interruption (the "Downtime") shall be calculated from the time at which SKIDATA becomes made aware of the interruption. In case of doubt, this shall be deemed to be the time at which the Principal informs SKIDATA of the interruption. The downtime ends with the determination of availability by SKIDATA. SKIDATA shall monitor the performance indicators for the availability of the Cloud-based Services in its own system or in the Service Provider's system in order to measure their availability. The basis for determining the achieved availability of the Cloud-based Services are exclusively the documents and data of SKIDATA.

**4.6.** Access to the Cloud-based Services may be temporarily unavailable for reasons for which SKIDATA is not responsible, such as connection problems, server and/or network downtimes. Such a restriction of access to the Cloud-based Services does not constitute downtime and has no influence on the availability of the Cloud-based Services. Maintenance work, updates and upgrades carried out by SKIDATA are also not considered downtime.

**4.7.** Upon request, SKIDATA shall provide Principal with the latest report on the availability achieved

#### 5. Updates and Upgrades

**5.1.** Principal shall be provided with software updates, service packs, hot fixes and patches (collectively referred to as "Updates") as part of the SKIDATA Solution as soon as they are available or required. Furthermore, upgrades of the Software, including new versions of the Software (collectively referred to as "Upgrades"), shall be made available to Principal as part of the SKIDATA Solution as soon as they are available. For the sake of clarity, the distinction between Updates and Upgrades is explained as follows: A change of the Parking.Logic version from 16.01 to 16.02 constitutes an Update, while a change from 16.01 to 17.01 is considered an Upgrade.

**5.2.** The Principal shall accept the installation of updates or upgrades.

**5.3.** If Principal does not install updates or upgrades, it does so at its own risk. A failure to install updates or upgrades may jeopardize the security and operability of the SKIDATA Solution and may result in a violation of third party licenses, regulations, or laws. As a result, any associated guarantees or warranty claims of the Principal against the SKIDATA Solution may become void. SKIDATA assumes no liability for damages resulting from the non-installation of Updates and Upgrades. Principal is not entitled to Updates and/or Upgrades unless otherwise agreed in writing.

**5.4.** Principal acknowledges and accepts that SKIDATA, by means of a software for the automated software download ("Digital Software Deployment" or "DSD"), transfers software to improve the system quality via a secure connection from a central SKIDATA server to Principal's system. The Principal shall have the choice of, between automated or semi-automated (manual) installation of the software. Regular, predominantly automated, updates and upgrades are required to maintain SKIDATA Solution operation. In the event the Principal elects for a semi-automated SKIDATA Solution, the Principal shall be responsible to ensure all regular updates or upgrades have been performed. If the Principal does not carry out the necessary updates and an update by SKIDATA becomes necessary to maintain functionality, the updates shall be carried out by the SKIDATA service team for a fee. Such service cases are not included in the Mobility Suite Subscription Model.

**5.5.** The Principal acknowledges that upgrades may necessitate changes to the system requirements that require the replacement of hardware, individual hardware components, or licenses for third-party products. All resulting costs shall be borne by the Principal. These costs are not included in the license fee, unless expressly agreed otherwise in writing.

**5.6.** The Principal agrees that maintenance work, updates and upgrades to components of the software package may result in temporary functional restrictions or temporary unavailability. Such a restriction does not constitute downtime and has no influence on the agreed availability of the software package (section 4).

**5.7.** SKIDATA is not obliged to inform Principal about maintenance work, updates or upgrades of the Software Pact. However, SKIDATA shall take commercially reasonable measures to announce maintenance work, updates or upgrades

with reasonable lead time and to keep the duration of maintenance times as short as possible. Security-relevant maintenance measures may be carried out at any time and without prior notice, even on short notice.

**5.8.** Principal is solely responsible for backing up all relevant files and data before installing updates and upgrades. SKIDATA accepts no liability for the loss of files, information or data or for any resulting damage. This also applies to loss or damage caused by SKIDATA's negligence. Principal waives all claims against SKIDATA in this respect.

## **6. Interface(s)**

**6.1.** Principal shall not be entitled to transfer the Interface(s) directly or indirectly to third parties for use without the express prior consent of SKIDATA. Any unauthorized use by third parties constitutes a breach of contract and may result in claims for damages

**6.2.** Notwithstanding the foregoing, Principal may use a third party to provide Principal with an integrated application, provided that the following condition is met: The third party must have entered into a valid agreement with SKIDATA that governs both the use of the Interface(s) by the third party and the provision of integrated services to Principal.

**6.3.** The Principal acknowledges that the interface(s) or their specifications may expire. In this case, the Principal shall implement the new specifications in good time. Otherwise, Principal accepts that its products may not function properly or may be damaged. SKIDATA further reserves the right to terminate the Interface(s) by giving Principal six months' notice. In addition, SKIDATA is entitled to replace the Interface(s) with another interface at its own discretion.

## **7. Hardware**

**7.1.** Principal shall receive the non-transferable, non-exclusive right to use the Hardware after full payment of the agreed fee for the purpose and at the location specified in the Contract. Any use of the Hardware beyond the scope provided for in the Contract is prohibited to Principal and requires the prior written consent of SKIDATA.

**7.2.** If the subject matter of the Contract also includes programs necessary for encoding and reading key data carriers (KeyWatch, KeyZip, KeyCard, Swatch Access), the Principal agrees to also accept user-owned key data carriers in accordance with their manufacturer's conditions. The Principal will provide information about any residual value data if required.

**7.3.** In the event of misuse of the Hardware, Principal shall be liable for all resulting damages and shall indemnify SKIDATA against all third-party claims.

## **8. Consumable Products**

**8.1.** The prices for the Consumable Products are set out in the SKIDATA price list.

**8.2.** Requests for the creation of Consumable Products, print & production documents, or production orders stopped by the Principal shall be suspended and taken out of circulation if no further communication is received from the Principal within three (3) months after feedback from SKIDATA. Services rendered and material expenses incurred up to that point shall be invoiced in full, but in any case at the minimum rates specified in the SKIDATA price list.

**8.1.** Delivery shall be made to the delivery address specified in the order confirmation at the expense and risk of the Principal. If no delivery address has been provided, the invoice address shall also be deemed to be the delivery address. Excess or short deliveries of up to 10% of the ordered print run shall be accepted by the Principal against payment. SKIDATA reserves the right to make partial deliveries in the event of production bottlenecks. SKIDATA shall not be liable for any printing and execution errors which the Principal has approved in the proofs. SKIDATA shall not be liable for the correctness of any sales changes ordered by telephone or electronically. Orders that are manufactured as customer-specific production cannot be changed after the order confirmation has been sent and must be accepted in full in terms of quantity. Principal shall order the goods in good time so that, if necessary, it is also possible to remedy any defects required to meet the scheduled delivery date.

**8.2.** The typesets, design documents, printing plates, lithographs, photographically produced films and plates, cutting dies, and other aids provided by SKIDATA for the production process shall remain the property of SKIDATA, even if the Principal has paid remuneration for this work. This shall also apply to those work aids which were produced by another company on behalf of SKIDATA. SKIDATA shall not be obliged to check print documents provided by Principal itself or by third parties on its behalf for suitability and correctness. Principal shall also be solely responsible for their content and shall ensure that any photos, trademarks, designs, copyrighted or otherwise protected content contained therein may be used. Principal shall fully indemnify and hold SKIDATA harmless in this respect.

## **9. Training and consulting**

**9.1.** This section governs Principal's participation in SKIDATA's training courses (the "Trainings"). The detailed information on the Trainings can be found in the Training descriptions and contents, which are available in SKIDATA's Learning Management System (the "LMS") and can be downloaded there

**9.2.** The training courses are conducted either by SKIDATA itself or by an external instructor commissioned by SKIDATA.

**9.3.** Registration for the Training Courses takes place online via the LMS. SKIDATA shall confirm receipt of the registration to the Principal by means of a registration confirmation (the "Registration Confirmation"). However, this Registration Confirmation does not constitute a binding commitment that the Training will take place or that the Principal will participate.

**9.4.** With the exception of online training, all Trainings have a limited number of participants. The maximum number of participants is specified in the Trainings description. Registrations will be considered at SKIDATA's discretion. If no more places are available, the Principal will be placed on a waiting list and SKIDATA will inform the Principal accordingly.

**9.5.** The content, speaker, time and location of Trainings may change at short notice for organizational reasons. In such cases, the Principal is not entitled to a refund of the participation fees

**9.6.** Unless the Trainings description states a different minimum number of participants, Trainings shall only take place if at least 50% of the maximum number of participants have registered. If the Trainings takes place and a spot is available for the Principal, SKIDATA will send the Principal a binding confirmation of participation (the "Confirmation of Participation") no later than four (4) weeks before the start of the event confirming that the Trainings will take place and that the Principal will participate. If a Training Course does not take place, there is no entitlement to a replacement.

**9.7.** SKIDATA reserves the right to exclude Principal from (further) participation in Trainings if there is good cause for doing so, such as but not limited to, if the Principal disrupts the Trainings or jeopardizes the reputation of SKIDATA. In such cases, a refund of the participation fee is excluded

**9.8.** Cancellation of Trainings can be made via the LMS or by e-mail [totraining@skidata.com](mailto:totraining@skidata.com). If the Principal cancels up to four (4) weeks before the scheduled start of the trainings, the participation fee already paid will be refunded in full. In the event of a later cancellation, the participation fee will not be refunded.

**9.9.** Participation in Trainings are only permitted after full payment of the participation fee.

**9.10.** Principal is responsible for organizing its own travel to and from the Trainings location and, if necessary, accommodation at the Trainings location and for bearing the corresponding costs. SKIDATA recommends Principal to book travel, departure, and accommodation only after receipt of the confirmation of participation.

**9.11.** The Principal shall only receive a non-exclusive, non-transferable and time-limited right of use to the Trainings materials, which is only permitted for personal use within the scope of the Trainings and for the contractually agreed purpose. Principal shall not be entitled to copy, reproduce, distribute, make publicly available, sell or otherwise use or disclose the Trainings materials without the prior express written consent of SKIDATA. Any other use of the Trainings materials by Principal requires the prior written consent of SKIDATA and may be subject to additional license fees or other legal consequences.

**9.12.** If the Principal does not show up for the Trainings without prior notice, no refund of the participation fees already paid will be granted. Non-attendance without cancellation is not recognized as withdrawal from the contract and the Principal is still obliged to pay the full participation fee.

## **10. Ownership**

**10.1.** SKIDATA is the sole owner of all intellectual property rights in relation to the SKIDATA Solution, all services provided by SKIDATA and the working documents provided as part of Trainings. This includes, in particular, all modifications, or improvements, or further developments made during the provision of services. All rights derived from patent, trademark, design protection, copyrights, or other intellectual property rights to the services rendered shall belong exclusively to SKIDATA or its licensors. This shall also apply if Principal is in possession of a physical medium on which the software is stored or fixed. Production documents, specifications, samples, models, drawings, clichés, photographs, and other aids shall remain the material and intellectual property of SKIDATA. The source code is also not part of the Contract and at no point shall Principal have any rights, interest, or claim to the source code. Third Party Components (Section 11) are excluded from this paragraph.

**10.2.** SKIDATA retains title to all delivered hardware and consumables (including Consumable Products) until full payment of the agreed fee and all related interest and costs. The hardware and consumables shall remain the property of SKIDATA until full payment has been made, even if Principal is already in possession of the hardware and consumables.

**10.3.** Principal is not entitled to resell hardware and/or consumables (including Consumable Products), to encumber them with third party rights (e.g. pledging or transfer by way of security) or to combine them with other items until full payment has been made. In the event of any infringement of the restrictions in the preceding sentence (e.g. resale of the service by Principal), Principal hereby assigns to SKIDATA its claims against third parties up to the amount of SKIDATA's outstanding claim. SKIDATA hereby accepts this assignment. Principal shall disclose the retention of title to third parties when disposing of the goods or services and to inform SKIDATA immediately. Movable items that are connected to immovable items shall retain their status as movable items if their separation is possible without damaging their substance. This shall also apply if connecting parts have to be damaged in order to separate the movable item from the immovable item. In the case of a connection of the Service with immovable property, only the connecting piece (e.g. a floor slab) therefore becomes the property of the Principal, the remaining Service remains movable and thus remains the property of SKIDATA.

**10.4.** All materials provided during Trainings (section 9), including but not limited to handouts, presentations, software, videos and other documents, remain the sole intellectual property of SKIDATA or its licensors.

## **11. Third Party Components**

**11.1.** SKIDATA products and systems may require the use of hardware, software or other third-party products (collectively, the "Third Party Components") and/or be subject to certain system requirements. The respective requirements are described in the documentation for the respective product. SKIDATA is entitled to add or modify Third Party Components itself or through third parties at its own discretion. Principal shall be solely responsible for the maintenance and operation of the Third Party Components. The respective terms of use and license terms of the respective manufacturer shall apply exclusively and must be complied with by Principal. The use of Third Party Components shall be at Principal's own risk. SKIDATA assumes no liability for damages or losses caused by Third Party Components. All costs and fees in connection with the use of Third Party components shall be borne by Principal



**11.2.** Principal is responsible for proper licensing and compliance with the license terms of third-party software. Principal shall indemnify SKIDATA against all claims, damages, costs and expenses (including reasonable legal costs) resulting from a violation of license terms or terms of use of Third Party components by Principal or its vicarious agents.

**11.3.** Principal is obliged to keep Third Party components up to date at all times and to install any updates provided, in particular for third-party software and operating systems, without delay. The use of outdated third-party software may lead to restrictions in the functionality or malfunctions of SKIDATA products and systems. Principal must also ensure that its cooperation partners also regularly update all relevant Third Party components and keep them up to date. If Principal fails to carry out a necessary update of Third Party Components, SKIDATA shall be entitled to restrict or discontinue support for the affected product or system. SKIDATA shall not be liable for any resulting damages or restrictions.

## **12. Responsibilities of the Principal**

**12.1.** Principal is obliged to ensure and permanently maintain all necessary technical requirements for the installation, operation and maintenance of the SKIDATA Solution. Principal shall ensure that the SKIDATA Solution and its entire IT infrastructure are always state of the art and free of malware (e.g. viruses). This includes regular updates, protection against viruses and malware as well as the provision of a stable network infrastructure and hardware.

**12.2.** Principal shall be liable for ensuring that all necessary technical requirements for the provision of the Service are met. Principal warrants that all relevant technical equipment - in particular internet connections, supply lines, cabling, hardware, and networks - are in a technically flawless and operational condition and are compatible with SKIDATA's Services. SKIDATA is entitled, but not obliged, to check these systems for compatibility for a separate fee in accordance with the local price list applicable at the time of the provision of the Service.

**12.3.** The Principal shall be responsible, at its own risk and expense, for ensuring that all necessary requirements for the commissioning and installation of the purchased items are met, insofar as these services are not the subject of this agreement. These requirements include, but are not limited to Foundation work including provision of the necessary installation tools, pipe and cable work between the individual devices in accordance with SKIDATA's specification and documentation, installation and maintenance of the power and voltage supply in accordance with the applicable technical standards and a broadband internet connection, proper and installation of the devices at the intended locations.

**12.4.** The Principal is obliged to regularly check the Hardware used in order to ensure its proper functioning and maintenance. During the warranty/guarantee period, the Principal must inform SKIDATA immediately of any problems that occur with the Hardware.

**12.5.** Principal shall take all necessary measures to protect the SKIDATA Solution against unauthorized interference by third parties and other external influences. Principal shall not be entitled to remove, cover or otherwise alter any identification marks or labels affixed by SKIDATA to the Equipment without SKIDATA's prior written consent. Principal shall ensure that SKIDATA's ownership is clearly recognizable at all times and is clearly expressed to third parties, in particular authorities and courts.

**12.6.** Principal is prohibited from carrying out or arranging for the following actions itself or through third parties without the prior written consent of SKIDATA: (i) reverse engineering, decompiling, disassembling or other actions aimed at converting SKIDATA software, computer systems, servers or other SKIDATA products into a human readable/perceivable form, (ii) copying, publishing, transferring and/or distributing the SKIDATA Solution or related content, (iii) making copies of the Software Package, object or source code or any part thereof, (iv) modifying, adapting, translating or creating derivative works based on the Software Package, related documentation or other SKIDATA deliverables or any part thereof, (v) combining the SKIDATA solution or other SKIDATA products with open source software of any kind, (vi) providing access and thus access to other SKIDATA systems, programs, features or data beyond the rights granted under the contract, (vii) disclosure and/or transfer of the passwords or access data provided to unauthorized third parties, (viii) removal or manipulation of copyright notices or other protective notices (ix) direct or indirect use or transfer of the Software for the provision and performance of services for third parties; and (x) making or using copies of the software for purposes not expressly provided for in these terms and conditions, even if the software or accompanying materials have been combined with or integrated into other software. If the Principal makes a backup copy of the Software in accordance with these Terms & Conditions, it shall be obliged to affix all copyright and/or proprietary notices affixed or printed on the original copy unchanged on the copy.

**12.7.** The provision of the SKIDATA Solution and compliance with the agreed performance dates require the Principal's timely and complete cooperation. Principal therefore shall provide SKIDATA with all necessary support for the provision of the contractual services. This includes in particular, but is not limited to: (i) timely and unrestricted access to networks, databases, programs, equipment and services of Principal and third parties and, if applicable, third parties, to the extent necessary for the provision of the Services; and (ii) active cooperation in testing, system configuration and identification and verification of potential errors in the SKIDATA Solution. If Principal does not, or only partially, fulfill its obligations to cooperate, the agreed performance dates shall be extended accordingly. SKIDATA shall not be liable for any delay or other impairment of the provision of the Services which is directly or indirectly attributable to a breach of the Principal's obligations to cooperate. All costs incurred as a result, including additional expenses, waiting times, or necessary renewed provision, shall be borne by Principal.

**12.8.** The combination of SKIDATA Software or other SKIDATA products with open source software of any kind is expressly prohibited if this could result in open source license terms becoming applicable to SKIDATA Software or SKIDATA products. Principal shall be liable for all damages resulting therefrom and shall indemnify SKIDATA against any claims of third parties.

**12.9.** If Principal is permitted to exchange Hardware, Principal shall verifiably remove the SKIDATA Software as well as all associated files, licenses and configuration files completely and irretrievably from the exchanged devices. Any transfer,

reuse, or storage of the software on other devices that have not been expressly authorized by SKIDATA is not permitted. Principal shall confirm the complete deletion of the Software to SKIDATA in writing upon request. If Principal breaches this obligation, SKIDATA shall be entitled to claim damages and to revoke the licenses concerned, without notice.

**12.10.** Principal is obliged to comply with applicable statutory provisions in all activities in connection with the use of the SKIDATA Solution. The responsibility for this, regardless of the purpose of use, lies exclusively with Principal. Principal is prohibited from using the SKIDATA Solution for activities that: (a) violate applicable laws, ordinances, statutes or regulations; (b) infringe copyrights, trademark rights, personal rights or other proprietary rights under the applicable law of any country; (c) place an unreasonable or disproportionate burden on the infrastructure of SKIDATA or its service providers; (d) contain viruses, Trojan horses, worms or other harmful computer programming routines that are capable of damaging, interfering with, surreptitiously intercepting or stealing systems, data or information; (e) enable the use of robots, spiders, automated tools, or manual processes to monitor or duplicate the Hosted Services without SKIDATA's prior written consent; (f) are aimed at circumventing security or protection technologies of the Cloud-based Services or their impairment or attempted impairment; (g) may cause SKIDATA or its service providers to lose services from their Internet service providers, payment service providers, or other providers. Principal is obliged to inform SKIDATA immediately of any violations of this clause. SKIDATA is entitled to monitor Principal's use of the SKIDATA Solution for possible violations of this clause. If a violation of this clause is reported or detected, SKIDATA shall be entitled to block Principal's use of the Cloud-based Services until Principal ceases the violation and notifies SKIDATA thereof. SKIDATA shall inform Principal of any suspension of the SKIDATA Solution and/or parts thereof in accordance with this clause prior to the suspension, if possible. In urgent cases, SKIDATA shall notify Principal within a reasonable period of time after the suspension of the SKIDATA Solution has commenced.

**12.11.** Principal acknowledges that parts of the equipment used by it which are not included in the SKIDATA Solution may not function or only function to a limited extent without the SKIDATA Solution. SKIDATA shall be released from all contractual obligations, in particular from the warranty obligation (section 13), for the duration of a delay for which Principal is responsible.

**12.12.** SKIDATA is entitled to block access to the Principal Data, delete it, and restrict or terminate reports, batch jobs and/or processes if: (i) the Principal Data or Principal's conduct violates these Terms, in particular in the event of default of payment; (ii) if Principal uses excessive computer resources, thereby affecting or impairing the performance of the Cloud-based Services for other users; or (iii) if the Principal Data poses a security risk or could cause other serious damage. SKIDATA shall take commercially reasonable measures to inform Principal thereof. Excessive use of computer resources exists in particular if Principal significantly impairs the system performance of the Cloud-based Services through its usage behavior or the data provided by it, so that other users experience a significant restriction of the Services. Excessive use is determined by SKIDATA on the basis of objective criteria, such as above-average utilization of processor power, storage capacity, or bandwidth.

**12.13.** Any breach of the provisions of this section shall entitle SKIDATA to terminate the Agreement without notice and to claim damages. This includes in particular violations of the prohibitions to modify, reproduce or decompile the SKIDATA Software. Principal shall compensate SKIDATA for all damages, including loss of profit and legal costs.

### **13. Warranty**

**13.1.** The warranty period for:

- a) Hardware 12 (twelve) months from the date of provision; and
- b) Software 6 (six) months from the date of delivery.

**13.2.** SKIDATA warrants that the Software Package has the functions and features described in the Documentation. The Principal acknowledges and accepts that it is technically impossible to develop software that is completely free of defects. The Software shall be provided by SKIDATA - either stand-alone or embedded in the Hardware - in the respective current version "as-is" and "with all faults". SKIDATA makes no representations or warranties of any kind, express or implied, as to the freedom from defects, security, or fitness for a particular purpose of the Software Package.

**13.3.** SKIDATA warrants the proper processing of the Consumable Products on the SKIDATA or SKIDATA-compatible devices in accordance with the product specifications set out in the Documentation. The warranty is excluded if devices are used that are not from SKIDATA, or are not SKIDATA-compatible. The Principal accepts color deviations occurring within or between different deliveries due to production and material, provided that they remain within a reasonable scope for the product and/or production process according to the state of the art. Correction proofs, press proofs, and sample tickets are therefore only approximately binding for the actual loss of color tones and do not guarantee an exact matching of the color tones. Plastic tickets are largely dimensionally stable, break-proof and tear-proof in an ambient temperature range of -20 °C to +50 °C. All information in this section is based on a statistical certainty of 95%. SKIDATA is not liable for any functional impairment or damage resulting from improper storage by the principal and recommends storage in the original packaging at a storage temperature between +5 °C and +25 °C and a maximum relative humidity of 60 %.

**13.4.** SKIDATA warrants and represents that all installation services will be performed in a workmanlike and professional manner in accordance with generally accepted industry standards. All Hardware shall be free from material defects under normal use and service, except for wear and tear, at the time of delivery and shall substantially conform to the Documentation. SKIDATA does not warrant the ability of programs to run on third party computers unless this feature has been expressly warranted. No warranty is given for software versions not licensed by SKIDATA due to software applications installed by third parties which could influence the SKIDATA software. Any further warranty or liability for a specific suitability beyond that which is expressly agreed, is excluded.

**13.5.** SKIDATA shall be entitled to inspect and remedy any defects claimed on Principal's premises. Principal shall provide SKIDATA with the necessary auxiliary staff, as well as, technical and organizational aids free of charge. If there is no warranty case, Principal shall be charged all costs incurred for the inspection in accordance with the SKIDATA price list valid at the time of the inspection.

**13.6.** SKIDATA disclaims any and all warranties for defects, damages or losses not directly attributable to SKIDATA, including, but not limited to: (i) defects caused by, or in connection with, materials or software provided by Principal; (ii) if modifications or combinations of the end-user or Principal to the SKIDATA Solution are combined with materials or systems not supplied or expressly approved by SKIDATA; (iii) malfunctions due to improper use, or use of unapproved materials by Principal or third parties; (iv) lack of proper maintenance, or faulty operation; and (v) for natural wear and tear, wearing parts, and consumables. Malfunctions and defects due to unstable power supply and networks are not covered by the warranty.

**13.7.** SKIDATA EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO PRODUCTS AND COMPONENTS MANUFACTURED BY THIRD PARTIES

**13.8.** The Principal shall bear the full burden of proof for all claim requirements, in particular proof of the defect itself, its existence at the time of handover, the time of discovery of this defect, and the timely filing of the notice of defects. Any legal presumption, in particular the presumption that defects which occur within the first six months after handover were already present at the time of handover, is excluded. Defects must be reported in writing immediately, but at the latest within fourteen (14) days of delivery, with a detailed description of the defect, otherwise all resulting claims shall be forfeited

**13.9.** SKIDATA shall provide warranty within a reasonable period of time at its own discretion by: improvement (rectification) or replacement of the defective performance or by price reduction or conversion of the defective performance. At SKIDATA's request, Principal shall be obliged to send the defective Service to SKIDATA at its own expense. A claim for replacement delivery shall only arise after the defective performance has been received by SKIDATA. Replaced parts shall become the property of SKIDATA. If transportation of the defective Service to SKIDATA is not possible or unreasonable, Principal shall reimburse SKIDATA for the additional costs incurred thereby in accordance with SKIDATA's local price list applicable at the time of performance of the Service. With regard to software, SKIDATA shall fulfill its warranty obligation either by replacing the defective software or by granting a price reduction, whereby further and other claims are excluded. For warranty repairs at Principal's premises, Principal must provide SKIDATA with the necessary resources and employees free of charge. These are the only remedies available to Principal in connection with warranty claims. The warranty period for repaired/replaced Goods shall be at least ninety (90) days or the remaining original warranty period, whichever is greater.

**13.10.** The warranty expires if defects are caused by improper use, modifications, or unauthorized interventions by the Principal or third parties including but not limited to: (i) where assembly, commissioning, installation, or usage instructions are not observed; (ii) third parties carry out repairs, modifications, maintenance work, or other work on the Service without SKIDATA's prior written consent; (iii) the Service is used with components not certified by SKIDATA; (iv) technically faulty systems (such as networks, supply lines, cabling); (v) Principal does not carry out necessary maintenance work on time; (vi) Principal is in default with its contractual obligations, in particular with payment;; or (vii) the defect or damage is due to third party components, Internet malfunctions, software viruses, chemical influences, force majeure events, (or actions of the Principal or third parties attributable to the Principal. Any warranty claims due to the actions or omissions of third parties must be asserted directly against the respective third-party provider.

## **14. Liability**

**14.1.** SKIDATA shall only be liable for direct damage caused intentionally or by gross negligence. Liability for damage caused by slight negligence is excluded, with the exception of personal injury. The burden of proof for the existence of fault on the part of SKIDATA shall be borne by Principal. SKIDATA's liability is limited to the amount of the remuneration paid for the Service from which the damage results. In the case of continuing obligations, SKIDATA's liability shall be limited to the remuneration paid for the last contractual year.

**14.2.** Principal shall immediately notify SKIDATA in writing of any damage or loss of any claims. Claims for damages must be asserted in court within six (6) months of knowledge of the damage, otherwise they shall lapse and be waived.

**14.3.** SKIDATA's liability for consequential damages, financial losses, loss of profit, loss of data, loss of data storage media, consulting errors, damages resulting from the Principal's involvement in the preparation for use and for software defects shall be excluded to the maximum extent permitted by law.

**14.4.** SKIDATA shall not be liable for any damage caused in whole or in part by the following conduct of Principal:

- a) Non-compliance with legal regulations or official requirements; ;
- b) Infringements of intellectual property of third parties;
- c) Failure to observe the conditions for installation, commissioning or use of the service;
- d) Failure to carry out regular and proper data backups;
- e) Carrying out repairs, modifications, maintenance or other changes (including damage) by Principal or third parties without the written consent of SKIDATA;
- f) Use of the service in conjunction with components not certified by SKIDATA;
- g) Use of systems that are not functioning properly (e.g. networks, supply lines or cabling);
- h) Omission or untimely performance of necessary maintenance work;
- i) Disregard of contractual obligations, in particular default of payment by the Principal;

- j) Failure to comply with provisions relating to the scope of use of the service (including the software provisions);
- k) Damage attributable to defects or damage to third-party components, internet malfunctions, software viruses, chemical influences, force majeure events (see section ....) or actions of the Principal or third parties attributable to the Principal.

**14.5.** In the event of any third party claims against SKIDATA, its parent, subsidiaries or affiliates, other related entities and authorized distributors of SKIDATA and their shareholders, members, directors, officers, employees, contractors, suppliers, principals, manufacturers, representatives, attorneys or agents (collectively, the "SKIDATA Indemnitees") for which Principal is directly or indirectly responsible, in whole or in part, Principal agrees to indemnify and hold SKIDATA and all of the foregoing harmless from and against such claims.

**14.6.** The use of third-party components is at Principal's own risk. SKIDATA shall not be liable for any damage or loss caused by the use of Third Party Components by Principal or its cooperation partners. All costs and fees incurred in connection with the use of Third Party Components shall be borne by Principal.

**14.7.** SKIDATA's liability is excluded if the event giving rise to liability is directly or indirectly and at least partly attributable to: (i) any act or omission of Principal or any third person attributable to Principal (an "Agent"); (ii) any access lines, cables or equipment of Principal or its Agents; (iii) denial of access to the access lines of the Cloud-based Services or to SKIDATA's equipment by SKIDATA or third parties authorized by SKIDATA; (iv) a configuration, routing event, or technology that is not under SKIDATA's control; (v) failure to comply with SKIDATA's recommended configurations; (vi) Principal's default in payment; (vii) disruptions lasting less than 5 (five) minutes; (viii) modifications to the Cloud-based Services requested by Principal or its representatives; (ix) failure to comply with SKIDATA's recommended measures to achieve the agreed availability; and/or (x) any law, regulation or industry standard that makes the provision of the Cloud-based Services to the extent of the agreed availability inappropriate, unauthorized or unreasonable or otherwise changes the nature and underlying conditions and assumptions of the SKIDATA Solution to such an extent that the underlying conditions of the SKIDATA Solution would be materially altered.

## 15. Payment

**15.1.** Terms of payment: Unless otherwise agreed in writing, SKIDATA is entitled to invoice the total amount as follows:

- a) 30 % of the total amount after conclusion of the contract
- b) 40 % on delivery
- c) 30 % after performance of the service.

**15.2. Payment modalities for recurring license fees:** The "license fee" refers to the recurring fee, which is due for payment in advance on the fifth (5th) working day of the agreed billing period (e.g. monthly, quarterly, annually). The license fee is due for the first time upon execution of the Contract.

**15.3.** All recurring fees are subject to an annual adjustment on January 1 of the year following the effective date by an amount corresponding to the inflation of the previous twelve-month period. The adjustment shall be based on the percentage change in the "Harmonized Consumer Price Index (HICP)" published by the European Central Bank. In addition to an index adjustment, SKIDATA is entitled to make an appropriate annual adjustment to the recurring license fee

**15.4.** All invoices are due immediately and without deduction upon receipt of the invoice. Payments are to be made free of costs and charges in the agreed currency. Checks or bills of exchange shall only be accepted on account of payment and subject to discountability. Payment shall only be deemed to have been made when the amount has been credited to SKIDATA's account and SKIDATA can freely dispose of it.

**15.5.** All payments shall be made without deduction of taxes, customs duties or other public charges, which shall be borne by the Principal. Unless otherwise stated, all amounts shall be invoiced plus the applicable value added tax.

**15.6.** If Principal is in default of payment, SKIDATA shall be entitled to: (i) demand immediate payment of all claims arising from this Agreement and from other legal transactions with Principal, (ii) to charge default interest in the amount of 9% per month; and (iii) to demand compensation from Principal for all costs of extrajudicial (e.g. reminder fees) and judicial debt collection, including reminder fees. In addition, SKIDATA is entitled to charge a flat administrative fee of 25,- Euro for each late payment. This administrative fee shall apply to each individual late payment event and shall be invoiced separately.

**15.7.** Failure to pay the license fee shall constitute a material breach of this Contract. Upon written notice to Principal, SKIDATA shall be entitled to suspend the functionality of the SKIDATA Solution in whole or in part at its sole discretion, or as mentioned within Section 18.

**15.8.** If SKIDATA withdraws from the Contract due to Principal's default in payment, SKIDATA shall be entitled to demand or retain a lump-sum processing fee in the amount of 5% of the agreed purchase price. SKIDATA reserves the right to claim further damages

**15.9.** Incoming payments from the Principal shall be settled in the following order, irrespective of any dedication to the contrary:

- a) initially to costs incurred
- b) then on interest due,
- c) lastly on the principal claim (capital).

## 16. Remuneration

**16.1.** The prices are in EURO exclusive of statutory taxes, duties, customs duties or other fees.

**16.2.** In the case of an ongoing business relationship, subsequent orders shall be placed at the current prices applicable at the time of the order.



**16.3.** Material changes to the calculation basis after conclusion of the contract (in particular with regard to wages, energy, materials, exchange rates, etc.) shall entitle SKIDATA to adjust the prices retrospectively.

**16.4.** Default in payment of any kind and the opening of insolvency proceedings, or the non-opening of insolvency proceedings due to lack of assets, shall result in the loss of all discounts and rebates granted to the Principal.

**16.5.** For repair orders outside the warranty, costs shall be charged in accordance with the SKIDATA price list applicable locally at the time the repair is carried out.

## **17. Scope of services, term & termination for good cause**

**17.1.** Unless otherwise agreed, the Contract shall enter into force on the effective date for the initial period specified in the Offer.

**17.2.** After the initial period, the contract term is automatically extended by one (1) year at a time until it is terminated in writing by one of the parties with at least six (6) months' prior written notice.

**17.3.** The scope of SKIDATA's delivery and/or service (collectively the "Service") is set out in SKIDATA's written Offer. If SKIDATA confirms the order in writing, and the order confirmation deviates from the Offer, the Contract shall be concluded on the basis of the order confirmation, unless Principal objects in writing within eight (8) days of receipt. In particular, the delivery of modules not expressly agreed, add-ons, the initial installation, individual adjustments, training courses, settings of the operating parameters (application), the configuration of the SKIDATA solution, or data backup measures are expressly excluded in the Service, unless otherwise agreed.

**17.4.** SKIDATA reserves the right to make changes to Offers due to errors and misprints, including with regard to prices and technical specifications. SKIDATA's brochures and other advertising material contain a general and non-binding description of the products and do not become part of the Contract.

**17.5.** Any permits required from authorities or other third parties for the conclusion of the Contract and the performance of the Services shall be obtained by Principal. SKIDATA shall not be obliged to provide the Services before the necessary permits have been granted with legal effect. Principal shall inform SKIDATA immediately of any approval requirements and shall indemnify and hold SKIDATA harmless in this respect.

**17.6.** Performance deadlines are non-binding unless expressly agreed otherwise in writing. If an amendment or addition to the Service is made by mutual agreement after conclusion of the Contract, the performance period shall be automatically extended by a reasonable period.

**17.7.** The Services shall be provided in a manner chosen by SKIDATA that is customary in the industry within SKIDATA's normal business hours. If, for reasons for which SKIDATA is not responsible, the Services are provided outside normal business hours, surcharges shall be invoiced separately in accordance with SKIDATA's local price list applicable at the time the Services are provided.

**17.8.** SKIDATA may select the persons providing the Service at its own discretion and may also engage third parties to provide the Service.

**17.9.** The Service shall be shipped EXW Salzburg (Incoterms 2020) at the expense and risk of the Principal. The risk shall pass to the Principal upon handover of the subject matter of the contract to the carrier. Special packaging shall be borne by the Principal, as shall the insurance of the consignment against breakage, transportation, fire damage and destruction. Duly ordered and delivered goods will not be taken back. If, in exceptional cases, a return has been agreed, SKIDATA expressly reserve the right to charge a return fee. If the item or object remains in SKIDATA's inventory despite the transfer of risk, SKIDATA reserves the right to insure the item or object at Principal's expense.

**17.10.** In the event of default of acceptance, Principal shall be liable to pay storage fees, costs, expenses, and interest, without prejudice to further claims of SKIDATA. In the event of default of acceptance, SKIDATA shall also be entitled to demand or retain 5% of the purchase price as a contribution to expenses for processing. SKIDATA reserves the right to claim further damages.

**17.11.** Principal shall also be obliged to bear SKIDATA's travel expenses in connection with the provision of the Services in accordance with SKIDATA's local price list applicable at the time of the provision of the Services and according to actual expenses, if such expenses are not already included in the offer.

**17.12.** If, for reasons for which SKIDATA is not responsible, additional work or services not included in the scope of the Contract are required for SKIDATA to perform its contractual services, SKIDATA shall be deemed to have been commissioned by Principal to perform such work or services. Principal shall pay SKIDATA the resulting costs in accordance with SKIDATA's local price list applicable at the time of performance, and to reimburse SKIDATA for all related expenses. Insofar as this is possible with reasonable effort, SKIDATA shall consult with Principal before carrying out the additional work and obtain Principals instructions.

**17.13. Termination for Cause.** Except for non-payment, in the event of a material breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement by providing (i) written notice of breach and the intent to terminate, and (ii) an opportunity to cure the breach of at least thirty (30) days from the notice of breach.

**17.14.** If the Agreement is terminated for cause by Principal due to a material breach, any license fees already paid shall be refunded pro rata from the first day of the occurrence of the material breach; and the Hardware shall be returned to SKIDATA at SKIDATA's expense. In all other cases, a refund of license fees already paid or an adjustment of the license fees due is excluded.

**17.15.** If the Contract is terminated by SKIDATA without notice for good cause, Principal shall compensate SKIDATA for all disadvantages arising therefrom.

**17.16.** SKIDATA shall further be entitled to terminate the Contract in the event of a material change in the Principal's ownership and/or control structure within three (3) months of becoming aware of such change by giving three (3) months'

notice. In any event, a material change shall be deemed to be the transfer of at least 50% of the ownership, shares or voting rights to one or more new owners or beneficiaries.

### **18. Suspension and degraded operation upon non-payment or termination**

**18.1.** For the purposes of this clause: "Degraded Mode" means a restricted operational state in which certain functionalities are disabled as described herein.

**18.2.** Suspension of SKIDATA Solution. If the Principal fails to pay any fees when due or if this Agreement is terminated, SKIDATA may suspend all non-essential services and place the SKIDATA Solution into Degraded Mode, subject to the following conditions:

- a) SKIDATA shall give Principal at least [X] days' prior written notice before suspension, unless immediate suspension is required by law or to prevent material harm.
- b) Suspension shall not relieve Principal of its payment obligations.

**18.3.** Functionality in Degraded Mode:

- a) The SKIDATA Solution shall remain operational on-premises with limited functionality. No Software maintenance, updates, upgrades, reports from on-premise system (e.g. Logic) or security patches shall be provided during Degraded Mode.
- b) License error in Parking.Logic is displayed in control center, local reports are not accessible anymore, only local applications (e.g. local control center).
- c) All Cloud-based Services and components requiring connectivity shall be disabled, including but not limited to the SKIDATA portal and web interfaces.

**18.4.** Reactivation. The whole SKIDATA Solution may be restored upon full payment of outstanding amounts and any applicable reactivation fees. SKIDATA shall not be liable for delays in reactivation caused by Principal's failure to comply with reinstatement requirements. Principal acknowledges, that after reactivation, data from events that occurred during the degraded mode might not be complete.

**18.5.** Disclaimer of Liability. SKIDATA shall not be liable for any loss, damage, or claims arising from the operation of the System in Degraded Mode, including but not limited to security vulnerabilities or lack of updates.

### **19. Data of the Principal & data protection**

**19.1.** Data created or transmitted by Principal and stored on SKIDATA's servers or on the Service Provider's servers (the "Principal Data") shall remain the property of Principal

**19.2.** The use of Cloud-based Services and access data is the sole responsibility of the Principal and is at the Principal's own risk

**19.3.** SKIDATA will not generally monitor the Principal Data, but reserves the right to review it from time to time at its sole discretion

**19.4.** SKIDATA shall, at its own discretion, make backup copies of the Principal Data, the transaction history, and other relevant information. However, SKIDATA is not obliged to do so and is therefore not liable for any loss or damage to the Principal Data

**19.5.** SKIDATA shall store Principal's Data for the period agreed in the Documentation. The storage of Principal's Data beyond the period specified in the Documentation requires a separate agreement between the parties. Backup copies of Principal's data shall serve exclusively to restore the Cloud-based Services and thus not to extend the retention period specified in the Documentation. After expiry of the retention period specified in the Documentation, SKIDATA shall be entitled to delete Principal's Data without consulting Principal. Principal acknowledges and agrees that SKIDATA may take anonymization measures instead of deleting Principal's Data. In this case, SKIDATA shall carefully anonymize Principal's Data so that it can no longer be associated with Principal and SKIDATA can use this anonymized information to improve its Services.

**19.6.** SKIDATA is entitled to process non-personal data of the Principal (e.g. number of long-term parkers and short-term parkers, payment methods used, etc.), subject to compliance with the confidentiality provisions herein.

**19.7.** Principal acknowledges and agrees that SKIDATA is entitled to collect and store Aggregated Data and Analytics Data for the purposes of (i) operating, maintaining, analyzing and improving existing Cloud-based Services and (ii) researching and developing new services. "Aggregated Data" means anonymized information and data collected or transmitted in the course of the Principal's access to and use of the Cloud-based Services. "Analytics Data" means the analysis of the use of the Cloud-based Services by Principal. SKIDATA owns all rights to the Aggregated Data and Analysis Data, provided that it is anonymized in such a way that neither Principal nor any end user can be identified.

**19.8.** Upon request, SKIDATA shall provide Principal with a data export of its sales, access and invoice data in a machine-readable format free of charge. The costs for any additional data exports shall be invoiced to Principal at cost.

**19.9.** After termination of the Contract, Principal may choose whether its Principal Data, sales data, access data and turnover data (or in certain cases Invoice Data): (i) be transferred in machine-readable form; (ii) remain stored by SKIDATA for a reasonable fee; or (iii) be irrevocably deleted or anonymized.

**19.10.** The provisions of this section do not apply to data categories for which the storage period is prescribed by statutory retention obligations.

**19.11.** The data centers used by SKIDATA comply with the security standards of ISO/IEC 27001.

**19.12.** SKIDATA shall take commercially reasonable and state of the art security measures to ensure the security, confidentiality, and integrity of Principal Data. Despite these efforts, SKIDATA cannot guarantee that the confidentiality of Principal Data will be maintained in connection with communication via the Internet or any other public network

**19.13.** Principal shall indemnify and hold SKIDATA harmless against any claims by third parties for infringement of their rights based on Principal Data.

**19.14.** Whether personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) is processed depends on the goods and services purchased by Principal. In cases where personal data within the meaning of the GDPR is processed, Principal is the controller and in cases where SKIDATA processes such data on behalf of Principal, SKIDATA is the processor of such data. In the latter case, the parties shall enter into a data processing agreement that governs the processing of personal data by SKIDATA on behalf of Principal.

**19.15.** SKIDATA is entitled to collect, process, forward, and use data (including personal data) of Principal to the extent necessary for the establishment and execution of the Contract as well as for billing purposes, and to support Principal. SKIDATA shall also be entitled to forward such data to affiliated companies or third parties commissioned by SKIDATA to handle and process data to the extent necessary for the provision of services by SKIDATA. Furthermore, the Principal grants SKIDATA the right to pass on the Principal Data to third parties in order to improve the user experience of the end user, (e.g. the utilization of a facility, the services available in the facility, the prices charged to the end user). For the avoidance of doubt, this right does not extend to personal data of the end user.

**19.16.** Principal acknowledges and accepts that SKIDATA uses software ("Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data - such as topology, hardware and software version and serial numbers, status of the software, time of installation - of Principal. No personal data within the meaning of Article 4(1) of Regulation 2016/679/EU (GDPR) is processed.

**19.17.** Principal shall comply with all applicable data protection regulations when using SKIDATA's Services.

## **20. Export control and sanctions - clause**

**20.1.** "Military End Use": use of the SKIDATA Solution, in whole or in part, for military end use or by military end users, including for purposes related to chemical, biological or nuclear weapons, military goods or by national armed forces (army, navy, marine, air force or coast guard), national guard and national police, government intelligence or reconnaissance organizations.

**20.2.** "Listed Person" means individuals and entities listed in economic sanctions and export control laws, or parties owned or controlled by one or more listed individuals or entities.

**20.3.** "Economic Sanctions and Export Control Laws" means any economic sanctions and export control laws, regulations, rules or restrictive measures, including but not limited to import and export restrictions on materials and items, issued and enforced by EU, UK, UN or US governmental authorities or any other relevant governmental or regulatory authority and applicable to SKIDATA or the Principal.

**20.4.** Principal represents and warrants to SKIDATA that it will at all times act in compliance with economic sanctions and export control laws and that neither Principal, its affiliates or any of their respective directors, officers or employees nor, to Principal's knowledge, any agent or other person acting on behalf of any of the foregoing:

- a) is or was a listed person;
- b) has been involved in transactions or activities that could reasonably be expected to result in becoming a listed person;
- c) has directly or indirectly conducted or is conducting business transactions or activities with or for the benefit of a listed person or is otherwise involved in a transaction with a listed person or otherwise violates economic sanctions and export control laws;
- d) was or is involved in a transaction that circumvents, evades or avoids, or the purpose or effect of which is to circumvent, evade or avoid, or attempts to violate, economic sanctions and export control laws; or
- e) violates or has violated economic sanctions and export control laws or is or has been the subject of an investigation or inquiry by or on behalf of a governmental or other regulatory authority in connection with economic sanctions and export control laws.

**20.5.** The Principal shall:

- a) comply with economic sanctions and export control laws and not sell or re-export the product without all required licenses and permits under economic sanctions and export control laws;
- b) Principal agrees that it shall not sell, export or re-export the SKIDATA Solution or any part thereof, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (regardless of whether or not this is permitted under the economic sanctions and export control laws applicable to Principal);
- c) the Principal must use its best endeavors to ensure that the purpose of this point is not frustrated by third parties in the commercial chain, including potential resellers;
- d) the Principal shall (i) cascade the contractual obligations set out in this clause in contracts with third parties, including potential resellers, operators, and contractors further down the commercial chain; and (ii) establish and maintain an appropriate monitoring mechanism to detect conduct by third parties further down the commercial chain, including potential resellers, which would frustrate the purpose of this clause;
- e) the representations and warranties set out in section 20.4. above remain true and correct at all times;
- f) the Principal notifies SKIDATA in writing as soon as possible, but in any event within five working days, if (i) any of the representations or warranties set out in clause 20.4. above cease to apply at any time or (ii) the Principal encounters any problems in the application of clauses 20.5. a) to d) above, including relevant third party activities which may frustrate the purpose of that clause; and
- g) Principal will not perform any transaction for military end use unless expressly authorized by SKIDATA.

**20.6.** Principal agrees to maintain complete and accurate records of all actions taken by, on behalf of or at the direction of SKIDATA pursuant to this Agreement. Principal shall provide all information related to requests for the SKIDATA Solution that Principal suspects may violate or circumvent economic sanctions and export control laws, including requests made by or on behalf of a listed person, and other attempts to acquire the SKIDATA Solution in violation of economic sanctions and export control laws. Principal shall use its best efforts to cooperate with SKIDATA to facilitate compliance with the Economic Sanctions and Export Control Laws and, upon SKIDATA's request, provide SKIDATA with true, complete and accurate copies of all documentation related to any business transactions involving the SKIDATA Solution, including but not limited to end-user certifications, information on compliance with the obligations under clause 20.5. a) - d), and such other information as SKIDATA may request within two (2) weeks of the written request for such information.

**20.7.** Notwithstanding anything to the contrary in this Contract, SKIDATA shall not be obligated to make any payment or take any other action under this Contract if SKIDATA believes in good faith that such action may constitute or contribute to a violation or constitute a circumvention of economic sanctions and export control laws.

**20.8.** The Contract may be terminated by SKIDATA with immediate effect by written notice to Principal if:

- a) any of the representations or warranties set out in clauses 20.4. and 20.5. above cease to apply at any time;
- b) the Principal is in breach of its representations, agreements and obligations set out in Clauses 20.4 to 20.6 above, which shall in any event be deemed a material breach of a material term of this Agreement;
- c) Principal has misrepresented or failed to properly disclose material facts or provide documentation, certifications or information requested by SKIDATA, including but not limited to the intended end use/end user or destination of the Product;
- d) the Principal, its Affiliates or any of their respective directors, officers or employees becomes a Listed Person; or
- e) the ability of either party to perform any obligation under this Agreement is otherwise materially impaired by the imposition of restrictions under economic sanctions and export control laws.

**20.9.** Upon such termination, this Contract and all rights and obligations hereunder shall terminate immediately and Principal shall remain liable to SKIDATA for any breach of its obligations under the Contract. SKIDATA shall not be liable to Principal for any claims, losses or damages arising from the exercise of SKIDATA's rights under 20.8. a) to e) above or under 20.7. above.

**20.10.** Any breach by Principal of Section 20.5. shall constitute a material breach of a material term of this Agreement and SKIDATA shall be entitled to seek appropriate remedies, including but not limited to: (i) termination of this Agreement; (ii) liquidated damages in the amount of 5% of the total value of this Agreement or the price of the exported Goods, whichever is higher; and (iii) damages in accordance with 20.11. below

**20.11.** Principal shall indemnify and hold harmless SKIDATA and its affiliates, directors, officers, employees, consultants, agents, and holders of its equity interests (collectively, "Indemnitees") from and against all third party claims, damages and liabilities, including reasonable fees, costs and expenses for legal services, incurred by or asserted against an Indemnitee arising out of, in connection with or as a result of the following:

- a) misrepresentation or breach of the warranty set out in point 20.4. above;
- b) a breach of any of the Principal's obligations in Clauses 20.5 to 20.6 above; and
- c) a claim, dispute, investigation or proceeding relating to any of the foregoing, whether based in contract, tort or any other theory.

## **21. Other provisions**

**21.1. Force majeure.** Neither party shall be liable for any failure to perform (other than the performance of payment obligations) or delay in performance of its obligations under this Agreement or for any resulting damage or loss due to unavoidable causes beyond the reasonable control of a party to the extent that they result in that party being unable to perform any or all of its obligations under this Agreement. Such circumstances may include, but are not limited to, the following (each a "Force Majeure Event"): Natural disasters, epidemics, disease, acts or threats of terrorism, cyber-attacks, viral outbreaks, fire, flood, explosion or other similar or dissimilar acts of nature, acts of war, hostilities (whether or not war has been declared), strikes or other matters beyond the reasonable control of the party invoking this Force Majeure section, embargo or other governmental or quasi-governmental restrictions or interference, political instability, public disorder, interruption of internet access, satellite access or access to other distribution networks or other similar or dissimilar events (and in the case of SKIDATA, shortage of personnel and/or raw materials, accidental destruction of essential goods at SKIDATA's premises, interruption of SKIDATA's production procurement and/or delivery process or any of the foregoing events at SKIDATA's suppliers, subcontractors and/or agents). Neither party shall be responsible for any non-performance or delayed performance to the extent such non-performance or delayed performance is due to a Force Majeure Event. If a Force Majeure Event occurs, the affected party shall notify the other party in writing as soon as reasonably practicable of the nature and likely duration of the Force Majeure Event and shall take all reasonable steps to mitigate its effects (but without unreasonable additional cost). The party affected by the Force Majeure Event shall notify the other party in writing as soon as the Force Majeure Event no longer prevents the performance of its obligations and the affected party shall resume performance of those obligations as soon as reasonably practicable. If the Force Majeure Event lasts longer than one month, the Parties shall use their best efforts to amend the Contract so that it can be performed. If, despite such reasonable efforts, no agreement can be reached on the amendment of the Contract and the Force Majeure Event continues for more than two months, either party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party without incurring any further obligation or liability except for amounts due and payable up to the date of termination.



**21.2. Confidentiality.** All information that the Principal receives in connection with the contract must be treated confidentially and kept secret. All information provided may only be used for the execution of the contract and may not be disclosed to third parties.

**21.3. Severability clause.** Should any provision of the Contract be or become invalid or unenforceable, the remainder of the Contract shall not be affected thereby. Invalid or unenforceable provisions shall be replaced by the contracting parties with valid and enforceable provisions that best achieve the intended economic purpose and are customary in the industry. The same provision shall apply regardless of any loopholes.

**21.4. Written form.** Collateral agreements, extensions and amendments to the Contract, as well as deviations from the Contract, must be in writing and signed by both parties in order to be valid. This also applies to any deviation from this written form requirement. Verbal ancillary agreements do not exist or lose their validity upon conclusion of the Contract.

**21.5. Set-off, Retention, Assignment, Transfer of Contract.** Principal is not entitled to (i) set off its counterclaims of any kind whatsoever against claims of SKIDATA; (ii) withhold payments to secure its own claims; (iii) assign claims and rights arising from the contractual relationship in whole or in part to third parties; and (iv) assign the Contract in whole or in part to third parties. SKIDATA is entitled (i) to set off its counterclaims of whatever kind against claims of Principal; (ii) to withhold performance until all claims due under the Contract and all other legal transactions between SKIDATA and Principal have been settled; (iii) to assign claims and rights arising from the contractual relationship in whole or in part to third parties; and (iv) to transfer the Contract in whole or in part to third parties.

**21.6. Consent to marketing and advertising measures.** Principal agrees that SKIDATA may use Principal's name and address as well as general information about joint projects as a reference for marketing purposes. For this purpose, Principal shall, at SKIDATA's request, provide a logo of its company in the graphic format and file format requested by SKIDATA, granting the corresponding rights of use. Principal further allows SKIDATA to take pictures of Principal's outdoor facilities and of the products provided by SKIDATA in their environment and to use them for marketing purposes and grants SKIDATA all rights necessary for this purpose.

**21.7. Place of performance, choice of law, place of jurisdiction.** The place of performance for the provision of the service is the registered office of SKIDATA. The contract shall be governed by the law applicable at SKIDATA's registered office, excluding all conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall take place in Salzburg, Austria. The language of the arbitration shall be English. Notwithstanding the foregoing, (i) a party may apply for an interim injunction before, during or after the arbitration proceedings to maintain the status quo; and/or (ii) to prevent a breach or threatened breach of this Agreement; and/or (iii) to obtain a specific service; and/or (iv) to compel arbitration or further the purposes of arbitration and/or to enforce any settlement or award or such arbitration; and/or (v) for any other equitable remedy.