

Anti-Virus Software Conditions

This Anti-Virus Software Conditions (the "Conditions") shall apply in addition to SKIDATA's General Conditions. In case of any conflict between the Conditions and the General Conditions, the Conditions shall prevail.

1. General Provisions

- 1.1.** The Conditions govern the use of McAfee® antivirus software (the "Anti-Virus Software") by Principal.
- 1.2.** The Anti-Virus Software is specified in detail in SKIDATA's information sheet describing the software functions and system requirements (the "Fact Sheet").
- 1.3.** The Conditions shall apply in their current version and shall also apply to all updates and upgrades.
- 1.4.** Not included in the scope of services of the Contract are, in particular but not limited to, the delivery of not explicitly agreed modules, add-ons, trainings, individual enhancements of the Anti-Virus Software, settings of the application parameters, installation of the Anti-Virus Software, configuration of the Anti-Virus Software, or data backup activities.

2. End User License Agreement

- 2.1.** The End User License Agreement (the "EULA") for the Anti-Virus Software is mandatory for Principal. Principal hereby undertakes to comply with the current version of the EULA, which may be amended by McAfee from time to time. The EULA can be downloaded via the following link: www.mcafee.com/eula.
- 2.2.** In the event of any conflict between the Conditions and the EULA, the EULA shall prevail.

3. License and License Fee

- 3.1.** Principal may be either an end user of the Anti-Virus Software or an authorized distributor of SKIDATA, reselling the Anti-Virus Software to an end user.
- 3.2.** If Principal is an end user of the Anti-Virus Software, Principal is granted a non-exclusive, non-transferable, non-sublicensable right to use the Anti-Virus Software in connection with SKIDATA' products, limited to the term of the Contract.
- 3.3.** If Principal is an authorized distributor of SKIDATA, Principal is granted a non-exclusive right to use the Anti-Virus Software for the duration of the Contract. Furthermore, Principal is granted the right to resell the Anti-Virus Software to its end user for use in connection with SKIDATA products, provided that the end user is also bound by the Conditions and the EULA.
- 3.4.** For the grant of the license Principal shall pay an annual license fee. The amount of the license fee is specified in the Contract.
- 3.5.** The license fee shall be paid in advance. The license fee for the first contract year shall be due upon conclusion of the Contract and for the following contract years on the fifth working day of each new contract year.
- 3.6.** SKIDATA shall be entitled to make an appropriate annual adjustment to the license fee.

4. Responsibilities of the Principal

- 4.1.** The license entitles Principal to install and use the Anti-Virus Software on a single device for its current business activities as described to SKIDATA. Principal agrees to acquire a sufficient number of licenses (in accordance with McAfee's license conditions and the number of devices). The Anti-Virus Software may only be used with compatible SKIDATA products and systems.
- 4.2.** Principal shall not carry out or permit a third party to carry out the following without the prior written consent of SKIDATA: (a) reverse engineering, decompiling, disassembling or otherwise reducing the Anti-Virus Software to a human readable form; (b) modifying, adapting, translating or developing derivatives based on the Anti-Virus Software, written accompanying materials to the Anti-Virus Software or parts thereof; (c) combining the Anti-Virus Software with open source software of any kind; (d) removing or manipulating the copyright notices and/or other marks (e) using or assigning the Anti-Virus Software to perform services for third parties; and (f) making or using copies of the Anti-Virus Software for purposes other than those provided for in the Conditions, even if the Anti-Virus Software has been combined with other software or is contained in other software or accompanying materials. If the Principal makes a backup copy in accordance with the Conditions, it shall be obliged to include all copyright and/or proprietary notices affixed or printed to the original copy.

5. Updates and Upgrades

- 5.1.** Updates and upgrades are installed automatically as soon as they are available and approved by SKIDATA.
- 5.2.** System requirements may change as a result of updates and upgrades and it may be necessary to update Principal's operating system. Any resulting costs shall be borne by Principal and are not included in the license fee. The Conditions do not oblige Principal to install updates or upgrades, but SKIDATA recommends their immediate installation. If updates or upgrades are not installed, Principal acts at its own risk and may endanger the security and operability of the Anti-Virus Software and associated systems. Furthermore, warranty claims for SKIDATA products may also become invalid. SKIDATA shall not be held liable for damages resulting from a non-installation of updates and upgrades.

6. Warranty

- 6.1.** SKIDATA only provides a warranty for the Anti-Virus Software to the extent that McAfee provides a warranty to SKIDATA.
- 6.2.** The Anti-Virus Software is made available in its present form. Any eligibility for a purpose other than that explicitly agreed and any associated warranty is excluded.
- 6.3.** No warranty is given (i) for defects and/or malfunctions of the Anti-Virus Software resulting from abuse, improper installation, misuse, negligent conduct, accident or force majeure, (ii) that the Anti-Virus Software will protect against all existing security threats (e.g. intentional damage by third parties) and (iii) that despite installation of the Anti-Virus Software no malfunctions due to viruses, computer worms or other malicious code can occur.
- 6.4.** If Principal discovers malfunctions and/or errors in the Anti-Virus Software, it shall immediately notify SKIDATA thereof in writing. SKIDATA will make commercially reasonable efforts within the scope of the warranty to remedy or have remedied these errors and/or malfunctions quickly. However, SKIDATA does not guarantee that all malfunctions and/or errors will be remedied.
- 6.5.** The Anti-Virus Software is not suitable for use in high-risk areas. Use of the Anti-Virus Software in a high-risk area is at Principal's own risk. The warranty for the use in a high-risk area is therefore excluded. Principal waives any claims against SKIDATA and McAfee with regard to the use of the Anti-Virus Software in a high-risk area.
- 6.6.** The warranty expires if Principal or a third party make changes to the Anti-Virus Software without the prior written approval by SKIDATA. As long as Principal has not yet paid the agreed license fee, there shall be no warranty claim.

7. Limitation of Liability

- 7.1.** SKIDATA shall be liable for the Anti-Virus Software only to the extent that McAfee is also liable to SKIDATA.
- 7.2.** Under no circumstances shall SKIDATA be liable for indirect damage, consequential damage, loss of profit, loss of use, loss of or damage to data or interruption of business activity, even if SKIDATA has been informed of the possibility of such damage. SKIDATA shall not be liable for declarations or guarantees made by the Principal to third parties.
- 7.3.** SKIDATA's total liability for all aggregated cases of liability shall be limited to the average sum of payments made by Principal for the Anti-Virus Software within one contractual year.

8. Data Protection and Privacy

- 8.1.** Principal explicitly consents to McAfee's privacy policy upon commencement of use of the Anti-Virus Software. The privacy policy can be downloaded at <http://www.mcafee.com/common/privacy/english/index.htm> or from McAfee's website (<http://www.mcafee.com> → link in footer "Privacy").

9. Term of the License

- 9.1.** The Contract is initially concluded for a period of twelve months and is automatically renewed by a further twelve months period if it is not terminated by one of the Parties.
- 9.2.** Each Party shall be entitled to terminate the Contract in writing with one months' notice to the end of each contractual year.
- 9.3.** Each Party shall be entitled to terminate the Contract in writing without notice due to a material breach of contract by the other Party. In the notice of termination the infringing Party shall be given the opportunity to remedy the precisely identifiable breach of contract within a period of 30 (thirty) calendar days. The termination shall become effective if the breach of contract is not remedied within this period. The Principal's default in payment constitutes a material breach of contract.
- 9.4.** Termination of the Contract shall not entitle Principal to a refund of license fees already paid or to a reduction of license fees already due.

10. Availability of the Anti-Virus Software

- 10.1.** The availability of the Anti-Virus Software is specified by McAfee. Principal shall be bound by McAfee's specifications regarding the availability of the Anti-Virus Software. If McAfee no longer provides the Anti-Virus Software, SKIDATA shall be entitled to terminate the Contract with the Principal in accordance with McAfee's specifications.