

1. This Proposal is subject to the SKIDATA's Mobility Suite Subscription Terms and Conditions attached hereto. SKIDATA's General Terms and Conditions apply to products provided on a non-subscription basis.
2. By signing the Proposal, Customer accepts both the Proposal and the applicable Terms and Conditions, which collectively form the agreement ("Agreement") between Customer and SKIDATA (each individually a "Party", jointly the "Parties").
3. All terms of any purchase order or similar ordering document provided by Customer, including but not limited to pre-printed terms or references to links whether inconsistent, similar, or in addition to this Agreement or any portion of the Agreement are expressly rejected.
4. This Agreement becomes effective on the last date of signature ("Effective Date").
5. If this Proposal is not signed within thirty (30) calendar days from the date of the Proposal, all pricing, service terms, project dates are subject to change and/or rescoping.

AGREED

CUSTOMER

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

SKIDATA

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

Mobility Suite Subscription Conditions

1. **Scope.** These Mobility Suite Subscription Conditions (hereinafter referred to as the "Conditions" or "Agreement") govern the use of SKIDATA's software Solution and related services (as defined below). By using the Solution, Customer agrees to be bound by these Conditions.
2. **Definitions.** For the purposes of these Conditions, the following terms shall have the meaning assigned to them under this section:
 - 2.1 "Agreement": The entirety of the provisions governing the use of SKIDATA's Solution by Customer, including these Conditions, the Proposal, and any Exhibits incorporated herein by reference.
 - 2.2 "Customer": The (natural or legal) person or entity having legal authority to enter into this Agreement.
 - 2.3 "Customer's Data": Data created or transmitted by Customer and stored on SKIDATA's servers or on the servers of service providers.
 - 2.4 "Documentation": Any associated documentation to the Solution, such as, but not limited to handout, manuals, instructions, schedules.
 - 2.5 "Expert Services": means the maintenance and service modules including Upgrade.Care, Maintenance.Care and Protect.Care performed by SKIDATA authorized technicians.
 - 2.6 "Effective Date": The date the Agreement is signed and thereby becomes binding upon the parties.
 - 2.7 "Hardware": The machines, equipment, wiring, and other physical components or elements of the Solution necessary to keep the Software functioning.
 - 2.8 "Cloud-Based Services": The applications, information technology infrastructure components, monitoring, storage, or other internet-based functions that enable access from external service providers over the internet or other wide area networks.
 - 2.9 "Interfaces": Each of SKIDATA's proprietary application programming interfaces, which are used by Customer to interface with SKIDATA's products and services, subject to the provisions of the Conditions.
 - 2.10 "Proposal": SKIDATA's order form proposal, detailing Solution deliverables agreed to by Customer, and incorporating this Agreement by reference.
 - 2.11 "SKIDATA": SKIDATA Inc., a Delaware company registered in the United States of America whose U.S.-based corporate office is at 5090 N 40th St Ste 450, Phoenix, AZ 85018. SKIDATA may also contract with Customer through a SKIDATA affiliated company in which case "SKIDATA" shall refer to such affiliated company.
 - 2.12 "Solution": the combination of Software, Hardware, Cloud-Based Services, Interfaces and Expert Services included in the per-lane license ordered by Customer from SKIDATA in the Proposal.
 - 2.13 "Software": The programs, data, or electronic instructions used to operate computers or devices and execute specific tasks which are hosted by Customer on-premise, installed locally on the Hardware, or hosted virtually with the use of remote servers. Furthermore, Software may occasionally involve access and use of application programming interface (API), portal, user IDs, tokens, passwords, and computer tools which are necessary for Customer to use the Software Package.
 - 2.14 "Software Package": includes Software, Cloud-Based Services and Interfaces, or any combination thereof.
3. **Grant of License.**
 - 3.1 The Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Software Package, limited to the term of these Conditions. SKIDATA retains all right, title and interest in any pre-existing Intellectual Property which may be used in performing the services, including any modifications or improvements made during the performance of the services.
 - 3.2 The Software Package may only be used within the scope of the Agreement and in connection with the contractually specified Solution. All other use of the Software Package, particularly in connection with third-party products, requires the explicit written consent of SKIDATA. The Customer shall purchase the requisite number of licenses corresponding to the number of entry and exit lanes. Software may only be used with compatible SKIDATA products and systems. Even if Software is made available to the Customer on a DVD or any other physical data carrier, SKIDATA shall remain the owner of the Software and all trademarks, copyrights, patents, trade secrets and other intellectual property rights relating thereto. The source code shall not be part of the Conditions.
 - 3.3 Software by the Microsoft Corporation is additionally subject to compliance of the Customer with the applicable End User License Agreement (EULA) which are provided to Customer by SKIDATA.
 - 3.4 In the event a Product can no longer be supported by SKIDATA or a third-party provider, it may be discontinued. As of the time of discontinuation of any SKIDATA products, SKIDATA is no longer obligated to provide upgrades to the respective product.
4. **Service Level Agreement (SLA).**
 - 4.1 The following availability of the Cloud-Based Services is agreed:

Availability	99.5% during the observation period
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4.2 The observation period is one calendar month.

4.3 SKIDATA will use commercially reasonable efforts to achieve the agreed availability and to provide the Cloud-Based Services in accordance with the standards of the hosting industry (the "Service Standards"). In the event of an interruption, disruption or error which results in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption"), SKIDATA shall make reasonable efforts, taking into consideration the causes and Customer's technical environment, to resume Cloud-Based Services.

4.4 A period during which the Cloud-Based Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time SKIDATA becomes aware of an Interruption until the time SKIDATA restores availability. For avoidance of doubt, Downtime begins when the Customer notifies SKIDATA of the Interruption.

4.5 SKIDATA shall have the right to monitor the Cloud-Based Services directly or through the service providers to ensure the accuracy of availability as determined solely by SKIDATA. Upon fourteen (14) days' notice, Customer shall be entitled to request a copy of the availability report for the Solution covered under this Agreement.

4.6 Access to the Cloud-Based Services may be temporarily unavailable for reasons beyond SKIDATA's control such as, but not limited to, connection problems, server and/or network downtime. Such limitation of access to the Cloud-Based Services does not constitute a Downtime and shall not be considered an Interruption under this Agreement.

4.7 SKIDATA is entitled to block access to Customer's Data, delete Customer's Data and restrict or terminate reports, batch jobs and/or processes if (a) Customer's Data violates this Agreement, (b) Customer uses excessive computer resources that affect the performance of the Cloud-Based Services for other participants, or (c) Customer's Data constitutes a security risk or could cause other serious damage. SKIDATA will use commercially reasonable efforts to inform Customer thereof.

5. Term, Termination for Cause.

5.1 Except where provided otherwise in the Proposal, the Agreement shall commence on the Effective Date and continue for a period of five (5) years, after which it will automatically renew for additional one (1) year terms until it is terminated by either party by giving at least sixty (60) days written notice to the other party.

5.2 Except for non-payment, in the event of a material breach of the Agreement by a party, the non-breaching party shall be entitled to terminate the Agreement by (a) providing written notice of the intent to terminate, and (b) the opportunity to cure of not less than thirty (30) days.

5.3 If the Agreement is terminated for cause by the Customer due to a material breach, already paid license fees will be reimbursed on a pro rata basis, starting from the first day of occurrence of the material breach; and Hardware shall be returned to SKIDATA at SKIDATA's expense. In all other cases, any reimbursement of already paid license fees or any adjustment of due license fees is excluded.

5.4 Upon termination of the Conditions, the Customer shall (a) immediately cease to use the Software; (b) irretrievably destroy or return to SKIDATA all copies of the Software, including all backup copies, in whatever form they exist; (c) attest within ten (10) days in writing that all copies have been returned or destroyed; (d) return the hardware at the Customer's own expense. After expiry of the Conditions, SKIDATA and persons authorized by SKIDATA shall be entitled to confirm compliance with Section 5 obligation during normal business hours.

6. Payment.

6.1 Unless indicated otherwise herein, all invoices are due within thirty (30) days of the invoice date. Payments are to be made in United States Dollars ("USD") without any deductions. SKIDATA will only accept payment via the Automated Clearing House network ("ACH") or other electronic payment methods unless another payment type is mutually agreed upon. Payment shall be deemed to have been made as soon as the amount has been credited to SKIDATA's bank account. SKIDATA shall be entitled to charge default interest of one and one-half percent (1.5%) per month in the event of late or default of payment by Customer. In addition, Customer shall reimburse SKIDATA all costs of extrajudicial (e.g. dunning process) and judicial debt collection.

6.2 License fees may be invoiced separately from other services based upon activation or similar variable events. Recurring payments are due in advance on the fifth (5th) day of the agreed invoicing period (e.g. month, quarter, year). Use of the Software Package or services may be subject to additional transaction fees as outlined in the Proposal schedule of values and which Customer agrees to pay. Customer agrees to pay a twenty-five (\$25) USD late charge for any payments made after the due date. All reoccurring fees payable hereunder will be subject to upward adjustment on January 1st of the year succeeding the Effective Date by an amount proportionate to inflation for the preceding twelve (12) month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for all Urban Consumers, U.S. city average, all expenditures except food and energy, as published by the United States Bureau of Labor Statistics.

6.3 The non-payment of the license fee is considered a material breach of the Agreement. In case of non-payment and after providing written notice, SKIDATA may suspend functionality of the Solution at its own sole discretion. Customer acknowledges that parts of the equipment not included in the Solution may stop functioning without the Solution.

6.4 In addition to all other remedies provided herein, in the event of a default or termination for non-payment, SKIDATA shall be entitled to claim or retain fifteen percent (15%) of the total contract value as reimbursement for expenses not limited to restocking, transportation, and processing. SKIDATA reserves the right to assert further claims for damages. Both the Customer, on its own, and any party of whom Customer is acting on behalf, shall be jointly and severally liable for any payment obligations under this Agreement. SKIDATA may seek payment from either or both parties, at its sole discretion, without waiving its rights or remedies against the other.

7. Obligations of the Customer.

7.1 SKIDATA and persons authorized by SKIDATA shall be entitled to execute an audit by examining the systems, computers, books, records and accounting records of the Customer during normal business hours as far as they are connected to the Solution provided under this Agreement. If such audit discloses a discrepancy (e.g. that the number of lanes exceeds the number of the licenses), the Customer shall promptly pay the difference and all costs arising from returning Customer to compliance with these terms.. Customer shall also be required to pay the license fee for the unlicensed use of the Software in the past.

7.2 Customer shall use the Hardware only in accordance with its intended use and in accordance with SKIDATA's Documentation. Customer shall inspect Hardware on a regular basis to ensure proper functionality and maintenance. Customer shall be responsible for notifying SKIDATA of any problems with the Hardware during the warranty period.

7.3 The provision of the Solution by SKIDATA and compliance with the agreed performance dates depend on the cooperation of Customer. Customer therefore shall provide SKIDATA with all necessary support to provide the Solution including but not limited to, access to any networks, data bases, programs, devices and services by the Customer and third parties.

7.4 Customer shall not itself do, nor allow any third party to do: (a) sell, rent, lease, redistribute, remove, relocate, assign, sublet or otherwise transfer the Solution or parts thereof to any unaffiliated third party or location; (b) reverse engineer, decompile, disassemble, disable the Solution or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any Solution or portion thereof; (c) reproduce, modify, translate or create derivative works of all or any part of the Solution or of the Documentation except that Customer may make reasonable numbers of copies of the Documentation for its internal use as it pertains to these Conditions; (d) remove, alter, or obscure any proprietary notice, labels or marks; (e) combine the Software with any kind of open-source software ((f) use the Solution for any illegal, unauthorized, or other improper purposes; (g) copy, publish, transmit and/or distribute the Cloud-Based Services and related content, (h) provides access to other SKIDATA systems, programs, features or data beyond the rights granted by the Conditions, or (i) disclose passwords provided to Customer to unauthorized third parties; If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy. Customer acknowledges the Solution and related components are integral to the business of SKIDATA and any breach of this section will constitute a material breach and cause irreparable damage to SKIDATA, its affiliates, and related entities.

7.5 Customer shall take all necessary steps to ensure that the Solution is adequately protected against interference by third parties and other external influences. Customer shall not be entitled to remove, conceal or otherwise alter any identifications which have been affixed to the equipment by SKIDATA without SKIDATA's consent and shall therefore ensure that SKIDATA ownership is clearly and demonstrably made visible and expressed towards third parties, in particular to authorities and courts

7.6 The Customer shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of this Agreement. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with SKIDATA's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

8. Warranty.

8.1 SKIDATA warrants and represents that all installation services shall be performed in a workmanlike and professional manner consistent with generally accepted industry standards. Any hardware shall be free of material defects under normal use and service, wear and tear excepted, at time of delivery; and shall substantially conform with the Documentation. Any suitability for a particular purpose other than the one expressly agreed upon and any warranty which may be associated with it, is excluded.

8.2 SKIDATA warrants that the Software has the functionalities and characteristics described in the Documentation. Customer acknowledges and accepts that it is technically impossible to produce software that is absolutely free of any defect and that the Software, either stand-alone or embedded in the hardware, is provided by SKIDATA "as-is" and "with all faults". SKIDATA makes no

representations or warranties of any kind concerning the safety or suitability of the Software. The warranty period is twelve (12) months from the date of delivery to Customer.

8.3 SKIDATA provides the hardware and software to Customer under the terms of this Agreement with the understanding that technology may evolve, and Products may become obsolete over time. Should any hardware or software provided by SKIDATA become obsolete or unsupported by the manufacturer or licensor during the Term of this Agreement, SKIDATA shall not be liable for the continued performance, functionality, or support of such hardware or software. In the event of obsolescence, SKIDATA may, at its sole discretion, offer replacement hardware or software that meets or exceeds the specifications and functionality of the obsolete product, subject to availability and upon agreement by both parties. Any replacement or upgrade may be subject to additional costs, which Customer agrees to bear.

8.4 SKIDATA disclaims any warranty for defects which are not directly attributable to SKIDATA including but not limited to, defects arising out of or related to materials or software provided by the Customer. SKIDATA shall have no warranty obligations where the Solution was in accordance with Customer or Customer's end-user's sole design or specifications, if Customer or Customer's end-user alters the Solution, or if Customer or Customer's end-user combines the Solution with materials not supplied or approved by SKIDATA. In the event of a claim by Customer, SKIDATA, shall at its option, repair, replace, or refund defective Hardware or Software. In addition, any warranty shall be excluded in case of damage caused by third-party acts, atmospheric discharge, unstable networks, chemical influences, or Force Majeure. SKIDATA fulfils its warranty obligation either by substitute delivery of the defective Software, or by granting a price reduction, excluding thereby further and other claims. For warranty repairs at the Customer's premises, the Customer shall make available free of charge to SKIDATA resources and employees as required by SKIDATA. This shall be Customer's sole remedies available as it pertains to warranty claims. The warranty period for any repaired/replaced goods shall be the greater of ninety (90) days or the remainder of the warranty period.

8.5 SKIDATA EXPLICITLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF OR RELATING TO THIRD-PARTY MANUFACTURED PRODUCTS AND COMPONENTS.

8.6 Updates and Upgrades, as defined in Schedule 1, may be automatically provided and installed to Customer, as such are available to comply with the applicable laws, regulations and/or compatibility requirements, including but not limited to security-related and operational standards developed by ISO or the PCI Security Standards Council, LLC. Customer acknowledges that, according to the respective release planning, older versions of software may no longer be supported after the expiry of a certain period. SKIDATA is not obliged to provide nonessential Updates to Customer. Customer acknowledges, that Updates and Upgrades may alter the system requirements and it may be necessary to install the respective predecessor Updates/Upgrades, third-party components and additional or altered hardware. Respective costs shall be borne by Customer and are not included in the license fee. Nothing in the Agreement requires Customer to install Updates or Upgrades but SKIDATA recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, which could possibly endanger the security and operability of software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of Customer. Customer acknowledges and agrees that in the event Customer does not install Updates and/or Upgrades (a) SKIDATA is not liable for damages resulting from the non-installation and (b) warranty claims regarding the effected systems will automatically become void.

8.7 SKIDATA shall have no liability where a warranty claim arises out of or is in any way connected to: (a) Force Majeure Event (as defined in Section 14.9 of this Agreement); (b) the acts or omissions of Customer or any agent attributable to Customer; (c) access lines, cables or equipment provided or controlled by Customer or its agents; (d) Customer's refusal or delay in allowing access to the physical lines necessary for the functionality of the Solution; (e) a configuration, routing event or technology that is not within SKIDATA's control; (f) Customer's failure to comply with the configurations recommended by SKIDATA; (g) default in payment by Customer; (h) Custom modifications to the Solution requested by Customer or its agents; (i) Customer's failure to comply with the measures recommended by SKIDATA to achieve the agreed availability; j) Customer's refusal of necessary Updates and Upgrades as stated in this Agreement; and/or (k) any law, regulation or industry standard which makes the provision of the Solution inappropriate, prohibited, or unreasonable, or which would otherwise require a material change in terms.

9. Liability; Indemnification.

9.1 EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR INCOME, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, LOSS OF INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THESE TERMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM, OR IN THE CASE OF SERVICES, THE TOTAL AMOUNT PAID OR TO BE PAID FOR THE SERVICES THAT GIVES RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

9.2 SKIDATA shall indemnify, defend and hold harmless Customer, its officers, directors, employees, agents and affiliates (“Indemnitees”) from and against any third-party claims, demands, actions, proceedings, lawsuits, costs, expenses, fees (including, without limitation, reasonable attorneys’ fees), judgments, settlements, penalties, (“Claim(s)”) directly arising out of the following: (a) a SKIDATA manufactured Product provided to Customer under the Agreement infringes any patent, copyright, trademark or trade secret; (b) the negligent or willful misconduct of SKIDATA in performance of its obligations under the Agreement resulting in an injury to persons or property; and (c) SKIDATA’s violation of applicable laws or regulations.

9.3 Customer will indemnify, defend and hold harmless SKIDATA, its officers, directors, employees, agents, and affiliates for any and all expenses, including reasonable attorney’s fees, incurred by SKIDATA or its affiliates in connection with any litigation, administrative action or government investigation involving Customer in which SKIDATA and/or any of its affiliates are (a) obligated to provide testimonial, documentary or other evidence under any order, subpoena or other formal process or (b) otherwise obligated under applicable law to take any action where failure to take such action could reasonably be expected to expose SKIDATA and/or its affiliates to liability of any kind. Customer will also indemnify, defend and hold harmless SKIDATA, its officers, directors, employees, agents, and affiliates from and against all losses, costs, expenses, obligations, liabilities, and damages, including interest, regulatory and other fines, penalties, and reasonable attorneys’ fees and costs that results from or arises from violations by Customer, its officers, directors, employees, agents and affiliates of any applicable law(s), including obtaining the required license(s) or permit(s) required to transfer, export, re-export or import the Products and related technology if applicable. Customer shall indemnify SKIDATA against all infringement claims asserted by third parties connected to or arising out of Customer’s Data.

9.4 SKIDATA will have no indemnification obligations where: (a) Solution was in accordance with Customer’s or Customer’s end-user’s sole design or specifications, (b) Customer or Customer’s end-user alters the Solution, (c) Customer or Customer’s end-user combines the Solution with materials not supplied or approved by SKIDATA and such claim would not have occurred absent such combination, or (d) Customer or Customer’s end-user continues to use the Solution after receiving written notice from SKIDATA to stop using the Solution. In no case shall SKIDATA be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, without limitation, lost profits, business, or goodwill) suffered or incurred by Customer. In no case shall SKIDATA be liable for any damages arising out of Customer’s or anyone within Customer’s control, negligent, reckless, or willful conduct.

9.5 A Party’s indemnification obligations are conditioned upon the Indemnitee (a) notifying the indemnifying party (“Indemnitor”) promptly of any threatened or pending Claim, provided that failure to provide such notice will only relieve the Indemnitor of its indemnification obligations to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice; (b) giving the Indemnitor, at the Indemnitor’s expense, reasonable assistance and information requested by the Indemnitor in connection with the defense and/or settlement of the Claim; and (c) tendering to the Indemnitor sole control over the defense and settlement of the Claim. The Indemnitee’s counsel or their appointed of-counsel of choice will have the right to participate in the defense of the Claim at the Indemnitee’s own expense without set-off, reimbursement, or payment whatsoever from the Indemnitor. The Indemnitor will not, without the prior written consent of the Indemnitee, make any admission or prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim.

10. Confidentiality.

10.1 “Confidential Information” means information disclosed by one Party to the other Party either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities; including without limitation (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; (b) information relating to the disclosing Party’s technologies, products, solutions and services used, provided and/or owned by the disclosing Party; and (c) the content and terms of the Agreement. Confidential information does not include information that (i) is known to the receiving Party before receipt from the disclosing Party, directly or indirectly, without an obligation of confidentiality to the disclosing Party, (ii) is legally obtained by the receiving Party from a third party without an obligation of confidentiality to the disclosing Party, (iii) is or becomes publicly known or otherwise ceases to be confidential without violation of this section by the receiving Party, (iv) is independently developed by the receiving Party, or (v) is required to be disclosed in order to comply with a judicial order or decree, request of an arbitral court, provided that the receiving Party shall use its best efforts to maintain the confidentiality of the Confidential Information, (e.g. by asserting in such action any applicable privileges), and shall, immediately after gaining knowledge or receiving notice of such action, notify the disclosing Party thereof and give both Parties the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence. Communication of information to financial institutions and their professional advisors in the context of the assignment of receivables do not constitute a breach of confidentiality.

10.2 The receiving Party agrees not to use any Confidential Information for any reason except to the extent necessary in connection with the Agreement. The receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and use of Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any

event not less than a reasonable degree of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to third parties, except to its affiliates, employees, officers, directors, consultants, attorneys, accountants and other advisors who are required to have the information in order to carry out discussions and activities under this Agreement ("Representatives"). As an express condition to any disclosure of Confidential Information, the receiving Party will advise its Representatives who have access to the disclosing Party's Confidential Information of their confidentiality obligations under this Agreement and will ensure that they are bound by obligations of confidentiality to the same extent that the receiving Party is bound under this section. The receiving Party shall be liable to the disclosing Party for all breaches by the persons who will be given access to the Confidential Information by the receiving Party. The receiving Party agrees to notify the disclosing Party promptly in writing of any misuse or misappropriation of Confidential Information of the disclosing Party that may come to the receiving Party's attention. Upon written request by the disclosing Party, the receiving Party will promptly return all Confidential Information, including copies, to the disclosing Party.

11. Third-party Products.

11.1 The use of the Solution may require 3rd party manufactured or provided products, services or accessories and/or other system requirements ("3rd Party Components") in order to work in accordance with design specifications. The corresponding requirements are described in the documentation for the respective product. These 3rd Party Components may be supplemented or modified by SKIDATA at its sole discretion, however, the Customer is responsible for obtaining, installing, maintaining, and operating any 3rd Party Components. For certain 3rd party Components, additional agreements may apply, which shall be observed by the Customer. SKIDATA is not authorized and makes no representations or warranties as to any 3rd party provided component or products. SKIDATA shall not be liable for damages or losses caused by 3rd Party Components. All costs and fees for 3rd Party Components shall be borne by the Customer in addition unless otherwise agreed herein.

11.2 To the extent the Customer wishes to obtain or use - in addition to the Solution- 3rd party manufactured or provided products, services or accessories and integrate such 3rd Party Products into the Solution, the Customer shall be solely responsible for ensuring all compatibility and compliance with this Agreement. In such cases, SKIDATA expressly disclaims any and all liability whatsoever without exception arising out of or related to in whole or in part to such 3rd party products.

11.3 The use of the Solution may require Customer to enter into a separate stand-alone agreement with 3rd party providers, including but not limited to payment processors. Customer agrees that in the event Customer is unable to successfully contract for these necessary services prior to installation, this Agreement may terminate.

12. Intellectual Property and Ownership.

12.1 "Intellectual Property" shall mean any and all information developed by SKIDATA in relation to the Solution, ancillary services, or otherwise and shall include trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets, Proprietary Information (as defined in section 16), standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, equipment standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to SKIDATA now or in future, anywhere in the world.

12.2 "Intellectual Property Rights" shall mean and include (a) all possible rights, benefits, title or interest in or to the Intellectual Property, anywhere in the world, (whether registered or not and including all applications for the same and any extensions and renewals thereof) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (b) any goodwill in relation to or in connection with the same, (c) any licenses, permissions and grants in connection therewith; (d) applications for any of the foregoing and the right to apply for them in any part of the world, (e) the right to obtain and hold appropriate registrations for any of the foregoing, (f) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future claims or violations thereof and the right to sue for and recover the same.

12.3 SKIDATA and/or its licensors are exclusively entitled to all rights to the Solution derived from patent rights, trademark rights, design protection, copyrights or other Intellectual Property Rights or otherwise from the creation of the Solution as well as related documents, specifications, samples, models, drawings, printing plates, photographs, and other material shall remain the Intellectual Property of SKIDATA, including any improvements or alterations made to the Solutions or services during SKIDATA's performance under these Conditions.

12.4 Unless otherwise stated herein, during the duration of this Agreement, and after its expiry, the Solution and all components thereof which may be delivered with the "SKIDATA Mobility Suite Subscription" (excluding purchased equipment), remains the property of SKIDATA.

12.5 The risk of loss of, or damage to all equipment being the subject of the Agreement, shall be transferred to the Customer the moment all Hardware and/or Software is delivered/installed at the Customer's site and therefore falls into the control of Customer.

12.6 Title to any purchased equipment will pass to Customer upon final payment of all invoices related to the Agreement. Title to Software, either stand-alone or embedded into the Solution remains with SKIDATA or the applicable licensors. Customer's rights and obligations related to Software are stipulated in this Agreement or the license agreement between Customer and the applicable licensors.

12.7 If parts are fixed to the equipment, whether authorized or not, which afterwards cannot be removed without loss of value or altering the substance or without reasonable effort, such parts shall be transferred into SKIDATA's ownership upon fixation. Provided however, that this shall not apply in case such parts or the adding of such parts would cause SKIDATA to infringe a third party's intellectual property.

13. Data Protection; Consumer Privacy Laws; Remote Access Support.

13.1 To the extent SKIDATA has access to Customer's data or devices, SKIDATA may collect, forward, and use Customer's data for (a) fulfilment of this Agreement, (b) improvement of product and services, and (c) billing or general customer service purposes. SKIDATA may transfer such data to affiliated companies or third parties commissioned to process data for SKIDATA insofar as it is related to performance or to make improvements to the Solution. The Customer 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, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, and time of installation – from the Customer.

13.2 In order to troubleshoot and diagnose any potential issues with the product and services, Customer agrees to allow SKIDATA remote access to Customer's devices including Customer's network(s), computers, or servers. Remote access shall be conducted only through SKIDATA's authorized software solutions. Any Customer provided remote access software is specifically rejected and shall not be utilized at any time.

13.3 Customer's Data shall remain the property of Customer.

13.4 SKIDATA may make backup copies of Customer's Data, the transaction history, and other relevant information at SKIDATA's own discretion to comply with applicable laws and regulations. However, SKIDATA is not otherwise obliged to preserve Customer Data outside the terms of this Agreement. Any retention of Customer Data and associated risk of loss, shall be at Customer's sole risk.

13.5 The Storage of Customer's Data beyond the period stipulated in the Documentation requires a separate agreement between the Parties. SKIDATA shall store Customer's Data for the period agreed in the Documentation. Backup copies of Customer's Data serve exclusively to restore the Solution in the event of a system failure, sabotage, or other damaging event which may otherwise render the Solution unusable. Backup copies are not used as data storage and therefore will not extend the storage period stated in the Documentation. After expiry of the storage period stipulated in the Documentation, SKIDATA is entitled to dispose of Customer's Data without consulting Customer. Customer acknowledges and agrees that SKIDATA may take anonymization measures instead of deleting Customer's Data. In this occasion SKIDATA shall carefully anonymize Customer's Data so that it can no longer be associated with Customer; and SKIDATA may use this anonymized information to improve its services.

13.6 Customer acknowledges and agrees, that SKIDATA is entitled to compile and retain Aggregate Data and Analytics Data for purposes of (a) operating, maintaining, analyzing and improving existing Cloud Based Services and (b) researching and developing new Cloud Based Services. "Aggregate Data" means anonymized information and data collected or submitted in the course of accessing and using the Cloud Based Services by Customer. "Analytics Data" means the analysis of the use of Cloud Based Services by Customer. SKIDATA owns all rights in and to Aggregate Data and Analytics Data, provided that such Aggregate Data and Analytics Data are anonymized in such a manner that neither Customer nor any end user can be identified.

13.7 After termination of the Agreement, Customer may choose whether to have its customer, sales, access and revenue data (or in certain cases invoice data): (a) handed over in machine readable format; (b) remain stored with SKIDATA for a reasonable fee; or (c) be irrevocably deleted or anonymized.

13.8 For the avoidance of doubt, sections 13.5. and 13.7. do not apply for certain types of data, where the storage period is stipulated by statutory retention obligations.

13.9 Not more than once per quarter, SKIDATA shall provide Customer with a data export of its sales, access and invoice data in a readable format free of charge upon written request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.

13.10 Both Parties will comply with all applicable industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the PCI-DSS); ISO/IEC 27001; and all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information, including without limitation,

the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. §§ 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM"); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.802 - 1798.84); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H).

14. General Provisions

14.1 Governing Law and Dispute Resolution. Except for any equitable relief and claims for payment, any dispute, controversy or claim arising out of or in relation to the Agreement, including the validity, invalidity, breach or termination, will be resolved by arbitration in New York under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The tribunal will consist of a single arbitrator to be chosen under the AAA rules. The language of the arbitration will be English. The award will be final and binding on the Parties and will also include legal fees, costs of arbitration and all related matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Agreement is governed by the laws of the State of New York, without regard to its choice of law provisions. The courts of New York County, New York, shall have exclusive jurisdiction over any litigation. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

14.2 Severability. Should any provision contained in the Conditions be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties shall replace any ineffective or unlawful provision with an effective and lawful provision most closely reflecting the Parties' original economic intent.

14.3 Amendment. This Agreement can be amended or modified if, and only if, such amendment is in writing and is signed by each Party.

14.4 Survivability. The terms and conditions of the Agreement which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification, and limitation of liability, shall survive the expiration or termination of the Agreement. No claims arising out of this Agreement shall be brought more than two years after the completion or termination of this Agreement.

14.5 Waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Conditions or to exercise any rights or remedies under this Conditions will not be interpreted or construed as a waiver of such party's right to assert or rely upon such provision, right, or remedy in that or any other instance.

14.6 Entire Agreement. The Agreement constitutes the entire understanding between the Parties regarding the purchase of Products and Services from SKIDATA and supersedes and replaces any previous communications, representations or terms, written or oral. This Agreement (a) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof, (b) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and (c) supersedes, merge, and integrate herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.

14.7 Subcontractors. Customer is not allowed to use subcontractors without the explicit consent of SKIDATA.

14.8 Contra Proferentem. Each Party acknowledges that it has been represented by counsel under this Agreement or had the opportunity to consult with counsel. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

14.9 Force Majeure. Neither Party will be responsible for any failure to perform (other than performance of any obligation to make any payment) or delay in performing its obligations under this Agreement or for damages or losses resulting therefrom, due to causes which are unavoidable and beyond the reasonable control of a Party to the extent it causes such Party to be unable to comply with any or all its obligations under this Agreement. Such circumstances may include but are not limited to the following (each a "Force Majeure Event"): natural disasters, epidemics, diseases, acts or threats of terrorism, cyber-attacks, outbreak of viruses, fire, flood, explosion or other similar or dissimilar acts of God, acts of war, hostilities (whether war be declared or undeclared), strikes or other matter beyond the reasonable control of the Party claiming benefit under this Section, embargo or other acts of governmental or quasi-governmental restrictions or intervention, political instability, public disorder, discontinuity of internet, satellite access or other distribution network access or other similar or dissimilar events (and in the case of SKIDATA, scarcity of personnel and/or raw materials, accidental destruction of substantial goods at SKIDATA's premises, disruption to SKIDATA's manufacturing sourcing and/or delivery process, or any of the foregoing occurring to SKIDATA's suppliers, subcontractors and/or agents). If a Force Majeure Event occurs, then the Party affected will as soon as reasonably practicable notify the other Party in writing of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce its effect (but without incurring unreasonable additional costs). The Party affected by the Force Majeure Event will notify the other Party in writing as soon as performance of its obligations is no longer prevented by the Force Majeure Event and the affected Party will resume the performance of such obligations as soon as reasonably possible. If the Force Majeure Event continues for more than one (1) month, the Parties shall use their reasonable efforts

to amend the Agreement in such a way that it allows the performance thereafter. If, despite said reasonable efforts, no agreement can be found for the amendment of the Agreement and the Force Majeure Event subsists for more than two (2) additional months, then either Party shall be entitled to terminate the Agreement immediately upon written notice to the other Party with no further obligation or liability other than for amounts due and payable hereunder prior to the date of termination.

14.10 Interpretation. Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.

14.11 Attorney's Fees. In the event of any litigation, arbitration or any judicial proceeding arising as a result of the breach of the Agreement, the Party prevailing in such litigation or judicial proceeding will be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from the Party not prevailing.

14.12 Trade Compliance. The Customer confirms that it will do its utmost to act in compliance with Economic Sanctions and Export Control Laws, and that neither the Customer, nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing is, or has been, listed on any US, EU, UN or UK sanction list. The Customer shall not sell, export or re-export, the product, directly or indirectly, to Russia, Belarus, Iran, North Korea, Syria or occupied parts of Ukraine. The Customer shall undertake its best efforts to ensure that the purpose of this section is not violated by any third parties further down the commercial chain. Any violation by the Customer of this clause constitutes a material breach of an essential element of this Agreement, and SKIDATA, its officers, directors, employees, agents and Affiliates shall be entitled to appropriate remedies, including, but not limited to: (1) termination of this Agreement; (2) a penalty of [25%] of the total value of this Agreement or price of the goods exported, whichever is higher; and (3) indemnification of SKIDATA, ASSA ABLOY Group and its officers, directors, employees, agents and Affiliates.

14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of this Agreement may be made in electronic form showing the signatures of both parties. The Parties agree that electronic signatures are legally valid, effective, and enforceable.

14.14 Compliance with Applicable Laws. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws.

14.15 Non-Discrimination. Each Party agrees that it will not discriminate on the basis of race, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment.

14.16 Notices. All notices to be given in connection with this Agreement shall be in writing and shall be effective when delivered to SKIDATA or Customer, as may be the case, at their respective addresses set forth in this Agreement. Date of delivery shall be, as applicable, (a) when delivered, if personally delivered (b) forty-eight (48) hours after posting, if sent by certified mail, return receipt requested, postage prepaid, and (c) the next business day after deposit with the courier company, if sent by overnight courier.

14.17 Assignment. Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of SKIDATA. Any purported assignment or transfer by Customer without SKIDATA's prior written consent will be void. SKIDATA may freely assign this Agreement, including any of its rights hereunder, and it may freely delegate its obligations hereunder, in each case to any of its Affiliates and/or to any person or entity that acquires SKIDATA or all or substantially all of SKIDATA's assets related to the products and services provided under this Agreement. In addition, SKIDATA may also freely assign or transfer any receivables from Customer under this Agreement. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

15. Schedules

15.1 The following schedules are incorporated herein by reference in full, to the extent applicable to Customer's receipt of such services:

- Schedule 1: Expert Services Terms

15.2 In case of any conflict of the provisions in the Conditions, the following order of precedence shall be observed:

- Documentation
- This Agreement

By signing below, you are acknowledging that you accept and understand the nature, terms, conditions, and scope of the Agreement and agree that the Agreement contains the entire agreement between the Parties.

CUSTOMER

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

SKIDATA

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE SIGNED: _____

Schedule 1: Expert Services Terms**1. Summary**

1.1 These Expert Services Terms govern Customer's use of SKIDATA Expert Services as described in the Documentation and may be combined with the SKIDATA General Terms and Conditions or the Mobility Suite Subscription Services Terms and Conditions. All combined Terms and Conditions shall apply and be read together.

1.2 The Expert Services Modules contain Upgrade.Care, Maintenance.Care and Protect.Care. SKIDATA shall perform the Expert Services for its products as described in this Agreement on site or remotely. 3rd Party Components and Products are expressly excluded from servicing under these Expert Services Terms.

1.3**2. Customer's Responsibilities**

2.1 In addition to all other obligations provided herein and as attached, the Customer shall make available all necessary employees who can be of assistance for the Expert Services. Such employees are to support SKIDATA accordingly;

- a) Duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before the Expert Services are rendered, for example before updates are performed;
- b) Subject to these Expert Services Terms, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by SKIDATA as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;

3. Maintenance (Module "Maintenance.Care").

3.1 The module "Maintenance.Care" defines the scope of services and the interval of preventative performed maintenance.

3.2 General

- a) SKIDATA shall perform maintenance as described in the Documentation in the quoted interval according to the agreed module "Maintenance.Care".
- b) Customer acknowledges and agrees that Maintenance work shall only be carried out during SKIDATA's normal business hours ("Normal Business Hours"). Customer further acknowledges and agrees that Normal Business Hours do not include any holidays that are recognized by the Federal government and/or SKIDATA, and that SKIDATA's maintenance services will not be available at those times or any other days or times that are outside of the Normal Business Hours.
- c) Customer acknowledges and agrees that basic in-house maintenance (also called Level 1 maintenance) can only be performed by Customer when Customer participates routinely to SKIDATA trainings. If Customer has not routinely received training, Customer is not entitled to self-conduct basic in-house maintenance and must instead have such maintenance provided by SKIDATA trained personnel.
- d) Spare and wear parts are not included in the maintenance fee, therefore accounting and treatment of required spare and wear parts for troubleshooting must be made according to the module "SpareParts.Care".
- e) These maintenance conditions and the fees to be paid therefore do not include services rendered for troubleshooting purposes.

3.3 Hardware

- a) Hardware maintenance is a preventive maintenance service and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation and is not intended as a replacement for product warranty management.
- b) SKIDATA shall render the services included in Hardware maintenance exclusively for the equipment specified in this Agreement and at the location stated in the Agreement.
- c) Hardware maintenance shall be affected as agreed in this Agreement once or several times per year within the stated periods of time. The Customer and SKIDATA shall agree in advance on the specific date for each Hardware maintenance occurrence, taking into consideration each party's legitimate interests.
- d) Unless otherwise specified, the Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.
- e) If the Hardware inspection shows that parts of the Hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall take place promptly by SKIDATA's employees to the extent such requirements could be foreseen and SKIDATA's employees brought such parts

with them. Subject to and in consideration of any other SKIDATA agreement (e.g., module "SpareParts.Care"), SKIDATA may invoice the exchanged parts in accordance with the price list valid at the time.

- f) In particular the following activities are not included in the scope of the preventive Hardware maintenance:
- i. remedy of errors and malfunctions caused by Force Majeure per Section 14.9 of the Mobility Suite Subscription Conditions;
 - ii. remedy of errors and malfunctions caused by any intervention by the Customer, its employees or any third party;
 - iii. delivery and replacement of consumable products;
 - iv. remedy of errors and malfunctions caused by the Customer's failure to fulfil any of its obligations..
 - v. Remedy of errors and malfunctions caused by the Customer's violation of any of the terms of this Agreement.

3.4 Software

a) Updates

- i. Within the scope of Software Maintenance, the Customer shall automatically receive from SKIDATA current Updates for the Software included in the scope of services to the extent such updates are generated by SKIDATA. For the purposes of these provisions, Updates means service packs within the same release and shall include minor changes to existing Software with the purpose of removing software bugs and making small improvements. All Updates provided to the Customer shall be subject to the same Software and license conditions applicable to the original Software in the respective current version.
- ii. The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of SKIDATA remotely at SKIDATA's discretion. In the event Customer elects for on-site services, the Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses is agreed upon. The Customer and SKIDATA shall agree in advance on the specific date for the provision of services within the scope of Software Maintenance taking into consideration each party's legitimate interests.
- iii. Updates will be prepared by SKIDATA on the basis of legal or technical requirements and in its sole discretion. The Customer shall not be entitled to demand that SKIDATA prepares and publishes any Updates. SKIDATA reserves the right to freely choose the contents and release time of Updates.
- iv. The Customer acknowledges and accepts that SKIDATA, using software for automated software download ("Digital Software Delivery" or "DSD"), may download Software for improving system quality from a central SKIDATA server to Customer's system via a secure connection and pre-install it locally. To complete the Software installation, the Customer has the choice to complete the installation automatically.
- v. On occasion, SKIDATA may be required to change the system requirements for Updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the Updates are necessary as an adjustment to advancing technological developments in order to keep the SKIDATA software up to date. After receiving notice of such change, the Customer shall be liable for the implementation of any system requirements which are necessary for the installation and use of Updates. Should the Customer fail to fulfil these requirements, SKIDATA does not assume any liability for the functionality of the Software. The Customer take the responsibility to hold his system network virus free and secure in accordance with section 5 below.
- vi. As of the time of discontinuation of a certain SKIDATA-product, Updates for such Software shall no longer be prepared and published.

b) Software Configuration

- i. From time to time Customer may desire software configuration changes or adjustments to purchased services or goods. All initial desired software configuration changes must be specified in the scope of work at time of execution or additional fees shall apply. Additional configurations may be requested in writing and are subject to the approval of authorized SKIDATA personnel and must be submitted to SKIDATA a reasonable period of time in advance of the service to be rendered. The extent of such additional changes and adjustments shall be invoiced on a time & material basis unless otherwise agreed in writing. Changes and adjustments shall only cover existing configurations; the compilation of new or unauthorized configurations shall not be included and is expressly rejected.

4. Installation of Software and Hardware Upgrades (Module "Upgrade.Care")

4.1 The module "Upgrade.Care" defines SKIDATA's services in regard to the installation of upgrades to SKIDATA's Software and Hardware.

4.2 For the purposes of these provisions, "Upgrade" means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of the Software or Hardware. The details to the module "Upgrade.Care" are stipulated in the Documentation.

4.3 To ensure proper operation of Customer's system, SKIDATA will review and test Upgrades carefully prior to installation and confirm proper functionality after installation.

4.4 Software Upgrades are delivered or made available in electronic format. Upgrades are installed only at the sites and devices listed in the corresponding table in the Documentation.

4.5 Spare and wear parts replacement required for the installation of an Upgrade are not included in the module "Upgrade.Care". The settlement of the required spare and wear parts is based on the option selected in the module "SpareParts.Care".

5. Anti-Virus and Security Check (Module "Protect.Care")

5.1 The module "Protect.Care" defines the support and usage of third party Anti-Virus Software as described in the Documentation.

5.2 Any third-party Anti-Virus Software End User License Agreement (the "EULA") for the Anti-Virus Software is binding on the Customer. The Customer is therefore obliged to observe the respective EULA.

[END OF SCHEDULE 1]