

These Software Fee Terms govern the provisions for the use of cloud-enabled software and other SimonsVoss Technologies GmbH software application services ("Software Services") with respect to the customer ordering the Software Services ("Customer"). SimonsVoss Technologies GmbH is hereinafter referred to as the "Licensor".

1. Scope

- 1.1. These Software Fee Terms extend the applicable General Terms and Conditions of Licensor. They govern the general terms and conditions for the use of Software Services such as cloud services.
- 1.2. Any terms and conditions of Customer that conflict with these provisions shall not become binding either in the absence of an objection or in the event of performance by Licensor.

2. Validity

- 2.1. The Software Fee Agreements are initially valid for a period of twelve (12) months. After expiry of the initial validity period and after expiry of each renewal period, the validity shall be extended by a further 12 months (each one being a "Renewal Period") unless Customer or Licensor terminates the Software Fee Terms with three (3) months' notice to the end of the respective Renewal Period. Notice of termination shall be given in writing.

3. Subject of the Software Fee Terms, Remuneration and Scope of Services

- 3.1. Licensor shall make the cloud infrastructure available to Customer for use by its employees (end users) in return for payment of the agreed remuneration (the "Software Fee"). The amount of the software fee and the terms of payment are summarized on the registration page.
- 3.2. The exact services of the Software Services are documented in the service descriptions, which can be displayed under the following link: <https://www.simons-voss.com/en/documents/service-fee.html>. If a condition is not described in the service description, such a condition shall not be deemed to have been agreed.
- 3.3. Apps for using the Cloud Services (e.g. AX2Go app) can be downloaded and installed by Customer's end users from the Apple App Store or the Google Play Store on mobile devices with the Android or iOS operating system. By downloading the software, end users agree to the current version of the SimonsVoss AX2Go End User Licence Agreement (EULA, available at <https://www.simons-voss.com/en/documents/software-fee.html>).
- 3.4. The general terms and conditions for the use of apps on end users' mobile devices are governed by the EULA. The apps may only be used in accordance with the EULA.

4. Rights of Use

- 4.1.1. The scope of the rights of use of Customer and the end user are defined in the EULA.

5. Maintenance

- 5.1. As the issuer of the Cloud Services, Licensor shall maintain the Cloud Services at its sole discretion.

6. Support

- 6.1. Subject of the Support
- 6.1.1. The services described below are provided by Licensor exclusively for products that are installed and set up by Customer in the standard version unchanged and in the

manner recommended by Licensor.

- 6.1.2. Third-party products are neither supported by Licensor nor are they part of this support agreement. This also applies if they are delivered together with software from Licensor.
- 6.1.3. These conditions apply to all software versions currently released by Licensor. The previous version of the product current version shall be supported for twelve (12) months after the release of the current version and shall remain subject to support until that time.
- 6.1.4. A successor version (major release) is when the second version number changes (e.g. 3.4 to 3.5). Subsequent versions usually include new functions and may contain changes to their appearance.
- 6.1.5. If the version number of a new version of the product changes in the third or subsequent position, this is not a successor version within the meaning of this support agreement. In this case, it is a service pack or a hotfix.
- 6.1.6. Licensor reserves the right to amend these terms at any time with effect for the future. The amendments shall only be considered agreed to when Licensor notifies Customer of the amendments to the terms in writing and Customer accepts the amended terms. The amended terms shall also be considered accepted if Customer does not object to them within four (4) weeks after receipt of the amended terms and Licensor has separately informed Customer of the significance of its action prior to commencement of this period.
- 6.2. Scope of Services „Software Update“
- 6.2.1. The Software update includes the following services:
 - Deliveries of major releases, hereinafter also referred to as "Upgrades". Upgrades include, for example, new functions and database changes;
 - Deliveries of new service packs and hotfixes updates, hereinafter also referred to as "Updates". In most cases, Updates include technical enhancements, visual adjustments to the programme interface, bug fixes and revisions;
 - Identification of Upgrades and Updates by changing the version number so that the Upgrade/Update can be recognised as such;
 - Notification of new Upgrades/Updates by e-mail and provision for download;
 - Provision of information on changes in the products and functions included in an Upgrade/Update;
 - Acceptance of software errors in Upgrades/Updates and their rectification in the course of subsequent Updates;
 - Replacement of damaged licence files and program data carriers, whereby Licensor reserves the right to charge the cost price.
- 6.2.2. The nature and scope of changes and extensions in Upgrades and Updates are determined exclusively by Licensor.

6.3. Data Backup

- 6.3.1. It is the sole responsibility of Customer to regularly back up the data stored in the products that are the subject of this agreement. How to create a backup of the data can be found in the product manuals and can be requested

from support. Licensor accepts no liability whatsoever in the event of data loss.

6.3.2. Should it be necessary to restore lost data, Licensor reserves the right to charge for this service in accordance with the current price list. Licensor cannot guarantee Customer that the data will be restored and accepts no liability in the event of data loss.

6.4. Customer Obligations to Cooperate

6.4.1. The customer must ensure that the version corresponds to the version supported by the licensor. This means that the customer is always obliged to install all software components in their current version.

6.4.2. The measures proposed by Licensor for troubleshooting and debugging shall be adhered to as communicated by Licensor.

6.4.3. Customer shall ensure that its problem or question is not already answered in the support media (manuals) provided by Licensor.

6.4.4. Should the elimination of defects become necessary in the course of a support case, Customer shall undertake to support Licensor in the elimination of defects by providing all relevant information and documents.

7. Price Adjustments

7.1. Subject to the following provisions, Licensor shall have the right to adjust the Software Fees to compensate for wage and other cost increases.

7.2. Licensor shall notify Customer in writing (e-mail is sufficient) of any adjustment of fees at least two months in advance. However, an adjustment shall take effect at the earliest at the end of the twelfth month after the start of the contract or since the last fee increase.

7.3. If Licensor gives notice of a fee adjustment, Customer shall have a special right of termination with regard to the relevant Software Fee Agreement with a notice period of four (4) weeks to the date on which the announced fee adjustment comes into effect. This only applies if the adjustment leads to an increase in the respective fee that is more than (2) two percentage points above the increase in the official consumer price index for Germany (CPI) expressed as a percentage since the fee was first agreed or the fee was last adjusted.

7.4. If Customer does not exercise its special right of termination, the fee increase shall take effect on the announced date. Licensor shall inform Customer of this circumstance and its special right of termination in the notification of the fee increase.

8. Liability and Warranty

8.1. Licensor's liability and warranty shall be governed by Licensor's applicable general terms and conditions.

9. Data Protection

9.1. For the processing of Customer's personal data by Licensor, reference is made to the agreement to be concluded between the parties for the commissioned data processing pursuant to Article 28 (3) GDPR (DPA), which regulates data protection services including the guarantee of technical and organisational measures.

9.2. Further regulations relating to the Customers' data processing can be found in the privacy policy, available at <https://www.simons-voss.com/en/privacy-policy.html>.

10. Backup Media and Failure Concept

10.1. For security reasons, we recommend that the locking system operator keep spare transponders or RFID cards available as a replacement access medium. The locking system operator is responsible for creating and implementing a backup and failure concept.

SIMONS VOSS TECHNOLOGIES GMBH
Feringastrasse 4 | 85774 Unterföhring
Deutschland
Tel. +49 89 992280
info-simonsvoss@allegion.com
www.simons-voss.com | www.allegion.com