

*These General Terms and Conditions (“GTC”) apply to any agreement which refers to them.*

## 1. INTRODUCTION

These GTC apply to purchase or subscription of Deliverables from the AddSecure group company being party to the Agreement (“**Supplier**”).

If Customer is a consumer and mandatory consumer law applies, then such legislation takes precedence over these GTC.

In case of conflict between Agreement documents, these GTC takes precedence over other Agreement documents, unless otherwise agreed in writing.

## 2. DEFINITIONS

“**Agreement**” means these GTC, the document referring hereto and any appendices and other documents thereto being in force from time to time.

“**Customer**” means the legal or physical entity entering into the Agreement with Supplier.

“**Deliverables**” means the products, software and/or services described in the Specification to be provided by Supplier.

“**Products**” means hardware, network components and other equipment described in the Specification to be delivered by Supplier as part of Subscription Services. Products do not include Purchased Products.

“**Purchased Products**” means equipment *purchased* by Customer from Supplier. Purchased Products are not delivered as part of Subscription Services.

“**Specification**” means the description of the Deliverables.

“**Subscription Services**” means the concept under which Customer purchases and Supplier provides Products, services, software and other Deliverables (except Purchased Products).

## 3. ORDER AND DELIVERY

Customer shall place orders in accordance with Supplier’s then applicable order routines. Orders are not binding until confirmed by Supplier.

Delivery dates are non-binding estimates only.

Customer shall, in accordance with Supplier’s instructions if such are provided, carry out those preparations that are necessary to enable Supplier to carry out the Subscription Services.

## 4. SUBSCRIPTION SERVICES

Supplier will provide Subscription Services subject to Customer paying applicable fees and complying with its other obligations.

### Supplier obligations

Supplier shall carry out its undertakings in a professional manner and in accordance with the Specification. Supplier may engage sub-contractors.

Supplier shall, subject to Customer having fulfilled its obligations, make Subscription Services available to Customer timely and in accordance with the Specification, applying Supplier’s normal methods and standards.

Supplier is responsible for the transmission of information within the Subscription Services all the way to, and including, agreed connection points.

Supplier shall not change Customer’s event recipients, unless otherwise instructed by Customer or an authorized third party.

Supplier’s responsibilities are limited to what is stated in the Agreement.

### Customer obligations

Customer is responsible for its and its users use of the Subscription Services. Customer may only use Subscription Services for the purpose and to the extent stated in the Agreement.

Customer shall control the Deliverables to ascertain that they conform to the Specification and submit to Supplier, in writing, any complaint of non-conformity without delay after having noticed a non-conformity.

Customer decides who is authorized to use the Subscription Services. Customer shall immediately inform Supplier if a user is no longer authorized to access the Subscription Services.

Customer is responsible for the use of and to keep codes, identities, passwords and similar sensitive data provided by Supplier protected from unauthorized use. Such information is confidential

and must not be disclosed to unauthorized persons.

Customer shall comply with Supplier's instructions (if any) related to use of Subscription Services.

Customer shall have in place and be responsible for all equipment, products, components, software, infrastructure, network connections, documentation and relations/contracts with third parties that are not included in the Subscription Services but necessary for Customer's use thereof.

Customer is responsible to evaluate whether the security of the Subscription Services, as described in the Agreement and thereafter changed, meets the requirements for Customer's intended purpose.

Customer is responsible for the consumption of electrical power necessary to use the Subscription Services and to ensure that all Products, equipment, software, infrastructure etcetera are adequately protected from intrusion and other unauthorised access/manipulation.

Customer may only connect equipment to the Subscription Services that Supplier has approved and that complies with statutory requirements.

Customer must immediately disconnect equipment that disrupts the Subscription Services, regardless of whether the equipment has been approved by Supplier or not.

Customer is responsible for giving instructions to event recipients regarding measures to be taken in the event of alarms, including false alarms.

Customer shall provide Supplier access to facilities and information requested by Supplier in order for Supplier to be able to provide the Subscription Services. Customer shall notify Supplier without delay of changes to such information.

Customer is responsible for storage, back-up and copying of its data.

If Customer has connected equipment to the Subscription Services in breach of the Agreement, Customer is liable for all damage caused and Customer shall pay Supplier for troubleshooting and correction of problems caused, thereby. Supplier may also suspend or

restrict Customer's access to or use of the Subscription Services with immediate effect.

#### Products

Supplier may place Products at Customer to deliver Subscription Services. Products remain Supplier's property.

Customer shall use, protect, take care of and maintain Products with proper attention and care and in accordance with Supplier's instructions (if any). Customer may only use Products as part of the Subscription Services during the term of the Agreement. Customer bears the risk of loss and deterioration of Products placed at Customer and shall, upon termination, without delay and at its own cost and expense, return to Supplier the Products in the same condition as it was when provided by Supplier (except for normal wear and tear). Customer is liable and shall compensate Supplier for any loss of or damage to the Products or if the Products are not returned.

Supplier may charge Customer for repairing or replacing Products that are damaged or not returned.

#### Software

Supplier may use software to deliver Subscription Services and may allow Customer access to software as part of Subscription Services.

Subscription Services may include third party software (including open source software), in which case Customer hereby accepts the third party's/open source's license agreement that applies for Customer's use of such software. Supplier disclaims any liability whatsoever pertaining to third party/open source software. Supplier's sole liability with regard to third party software is, if Customer so instructs in writing, to forward to the relevant third party any claim Customer may have.

#### Services

Supplier shall carry out the services necessary to make the Subscription Services work in accordance with the Specifications.

Customer shall follow Supplier's reasonable instructions to enable Supplier to carry out the services referred to in the previous paragraph.

### Correction of faults

The Subscription Services are faulty if they do not materially conform to the Specification. Supplier will, with the exceptions mentioned below, correct faults in the Subscription Services.

Supplier shall correct faults with the speed required by the circumstances. Supplier corrects faults during normal office hours.

The method of correction is decided by Supplier and may differ depending the nature of the fault and service. Correction can be by means of instructions on how to circumvent the fault (work-around).

Depending the complexity of the fault and the impact it has, Supplier may provide Customer a temporary solution, until the fault is permanently corrected.

Customer acknowledges the importance of reporting faults to Supplier without delay as faults may become increasingly complex if Customer waits with reporting it to Supplier.

Supplier is under no obligation to correct faults that do not prevent Customer from using the Subscription Services or are of minor importance.

Supplier is not liable for faults caused by

- Customer or a third party not authorized by Supplier,
- Customer's failure to provide correct and complete information timely,
- Customer's provision of erroneous, deficient or incomplete system information,
- viruses or other malicious code, DDOS attacks or other external causes, provided Supplier has taken reasonable measures to protect the Subscription Services from such attacks,
- Customer's use of Subscription Services with equipment, devices or software not provided by Supplier,
- failure in communication (e.g. Internet or telecommunication), or
- other circumstances outside Supplier's control.

If a fault in material respects prevents Customer from using the Subscription Services and Supplier fails to rectify it within a reasonable time period (not being less than 30 days), Customer may, in writing, give Supplier a final and reasonable (no

less than 10 working days) deadline for rectification. If Supplier fails to rectify the fault within the final deadline, Customer may terminate the Agreement with immediate effect by written notice.

If Supplier fails to correct a fault in accordance with this Section 4, Supplier shall refund Customer a part of the Subscription Services fee that corresponds to the fault.

Sub-section "Correction of faults" describes Customer's exclusive remedies and Supplier's exclusive liability with regard to faults in the Subscription Services.

### Delay

If Supplier's delivery of part or all of the Subscription Services will not be possible as estimated, Supplier shall notify Customer of a new estimated delivery time. If delivery is not made within the new estimated delivery time, Customer may give Supplier a final and reasonable delivery time, which must be no less than 90 days. If Supplier does not deliver within that time, Customer may, at its discretion, either terminate (i) the delayed parts, or (ii) (if the delay encompasses a substantial part of the Subscription Services) the Agreement, in which case Supplier shall, as its sole liability and Customer's sole remedy, repay any prepaid money related to the terminated part or Agreement (as the case may be).

### Changes to Subscription Services

Supplier may, without notice, change the Subscription Services or the manner in which they are provided. If Supplier reasonable believes that the change may disrupt Customer's use of the Subscription Services, then Supplier shall provide Customer no less than 3 months written notice.

Supplier's change shall not conflict with the Specifications.

If the change requires adaptations to Customer's environment, then Customer shall bear the costs of such adaptations.

### Miscellaneous

Supplier may charge Customer for work and costs incurred by Supplier due to complaints or reported faults, if it turns out there were no faults for which Supplier is liable.

If Customer exceeds the included data limit or data connections, Supplier may charge Customer therefore.

## 5. LICENSES

Section 5 applies only to software *licensed* by Customer from Supplier.

Customer is responsible to procure all hardware, software and infrastructure necessary to manage and operate licensed software.

Supplier's sole liability with regard to licensed software is, if Customer:

- Purchases software maintenance from Supplier; to correct to make the software work substantially in accordance with its specifications and to make such corrections available to Customer.
- Does *not* purchase software maintenance from Supplier; to correct substantial errors in the licensed software that Customer reports to Supplier in writing within 90 days of getting access to the licensed software.
- Purchases support from Supplier; to make support available to Customer during Supplier's normal working hours.

Customer may purchase bespoke development of licensed software from Supplier

If Customer purchases software maintenance from Supplier, Supplier may, but is under no obligation to, provide Customer with enhancements of the licensed software.

## 6. PURCHASED PRODUCTS

Section 6 applies only to Purchased Products.

### Delivery

Purchased Products are delivered ExWorks Supplier's warehouse (Incoterms 2020). If Supplier is responsible for transport, Purchased Products are delivered CPT (Incoterms 2020) and Supplier may charge Customer for costs associated with the transport and Supplier's then current administration fee.

Sub-section "Delay" of Section 4 applies, *mutatis mutandis*, to delay of Purchased Products.

Customer shall examine the Purchased Products to ascertain that there are no visible errors and damages and that it conforms to Customer's order as confirmed by Supplier. Customer shall

submit to Supplier any complaint regarding visible errors and damages as well as deficiencies in quantity and other deviations from the order in writing within 10 days from receiving the Purchased Products. Otherwise, Customer loses its right to compensation and correction and will bear the costs and expenses for transport of supplementary and/or replacement deliveries.

### Warranty

Supplier warrants that Purchased Products are free from errors upon delivery and will work, in all material aspects, as set out in the order for a period of 12 months from delivery ("**Warranty Period**").

Purchased Products are faulty if they deviate from the Specification or order (as the case may be) and therefore cannot be used with the Subscription Services.

If Customer notifies Supplier of a fault in writing within the Warranty Period, Supplier undertakes, at its own discretion, to correct the fault by either:

a) modifying or repairing the Purchased Product at a location of Supplier's choice; or

b) deliver a replacement Purchased Product to Customer whereupon Supplier shall be deemed to have rectified the error when the replacement Purchased Product is received by Customer.

Return of Purchased Products (i) shall be agreed in advance, (ii) shall be to a location designated by Supplier, and (iii) requires a return order or RMA (Return Material Authorization). Returns are made at Customer's risk and cost.

Delivery of replacement Purchased Products are made at Supplier's risk and cost to the location where the replaced Purchased Products were placed (provided it is within the country in which Supplier is registered).

If Supplier provides a replacement Purchased Product before Customer returns the faulty one, Supplier may charge Customer list price for the replacement Purchased Product. If the faulty Purchased Product is returned to Supplier within 2 months from when the replacement Purchased Product was delivered, Supplier will credit Customer the payment.

If Supplier fails to correct or replace a faulty Purchased Product within a reasonable time, Customer may, in writing, give Supplier a final

reasonable deadline of no less than 10 working days. If Supplier fails to correct or replace the Purchased Product within the dead-line, Customer may cancel the purchase, in which case Customer shall return the Purchased Product and Supplier refund Customer the purchase price less depreciation calculated on a 3 years straight-line basis.

The warranty does not apply to faults caused by

- improper installation, storage or testing,
- use of the Purchased Product for purposes other than that for which it was designed,
- failure to monitor or operate the Purchased Product in accordance with Supplier's and manufacturers' instructions and good industry practice,
- attachment to, removal of or alteration of, any part of the Purchased Product without Supplier's written approval,
- unusual mechanical, physical or electrical stress,
- installation, modifications or repairs not carried out by, Supplier,
- use of spare parts and consumables not approved by Supplier,
- transportation of the Purchased Product,
- use with equipment, accessories or software not approved by Supplier,
- any other abuse, misuse, neglect or accident, or
- other events for which Supplier is not responsible.

#### Producer liability

Subject to Directive 2012/19/EU of the European Parliament and of the Council on waste electrical and electronic equipment (the WEEE Directive) or equivalent national implementation of the WEEE Directive (or any replacement regulation), Supplier shall, at Customer's written request, provide disassembly, transport and removal of Purchased Products and replacement Purchased Products subject to separate charge.

#### Miscellaneous

Ownership to Purchased Products are transferred to Customer when Supplier has received payment in full.

If Supplier shall repair or install Purchased Products and it is carried out outside Supplier's premises, Customer shall ensure that Supplier has necessary and timely access to the Purchased Products.

Supplier reserves the right to charge Customer for work and costs incurred by Supplier due to faults or complaints, if it turns out there are no fault for which Supplier is liable.

For Purchased Products containing batteries, Supplier reserves the right to decide if battery time is too short to be covered by warranty.

If Customer is a consumer, the manufacturer's standard warranty applies in lieu of this Section 6.

The remedies set out in this Section 6 is Customer's sole remedies and Supplier's sole liability with regard to Purchased Products.

## 7. ADD-ON SERVICES

Section 7 applies only to add-on services purchased by Customer from Supplier.

Add-on services purchased by Customer together with prices and other relevant conditions shall be agreed in a separate document ("**Optional Services Description Document**" or "**OSDD**"). The OSDD becomes an integral part of the Agreement when signed by both parties.

Customer shall make preparations and provide Supplier information necessary to allow Supplier to provide the add-on services. Customer shall notify Supplier without delay of any changes to such information.

## 8. PRICES AND PAYMENT TERMS

Fees, invoicing fees and other compensation are payable in accordance with Supplier's then current price list, unless otherwise agreed. All prices are exclusive of value-added and other taxes and levies, which are charged in addition.

Invoices are due 30 days after invoice date.

Supplier may invoice arrangement and administration fees when Supplier has accepted Customer's order.

Variable fees are invoiced monthly in arrears and fixed fees in advance. Supplier may start charging Customer from the earlier of (i) the agreed start, and (ii) Supplier's deployment of ordered Deliverables. Other fees are invoiced monthly in arrears or upon delivery.

If payment is not made in full, Supplier may (i) withhold delivery, (ii) refuse to grant or hold any credit, (iii) require security or advance payment for future deliveries, (iv) charge Customer for payment reminders, and/or (v) charge interest on overdue amounts according to law.

If Supplier incurs additional work or costs due to circumstances for which Supplier is not responsible, Supplier may charge Customer for such work or costs in accordance with Supplier's then current price list.

Supplier may change any fee with effect from the following charging period. Such change shall be notified Customer at least 1 month in advance via e-mail, on invoice and/or Supplier's website. If Supplier notifies Customer about a price increase based on this paragraph, Customer may terminate the concerned part of the Agreement to expire on the day that the price increase takes effect, subject to Supplier receiving a written termination notice at least 2 weeks before.

In addition to the previous paragraph, Supplier may, annually adjust its fees corresponding to the change during the last 12 months in the Eurostat published Labour Cost Index by NACE, GEO EU28 (or the index replacing this index in the future), code J (Information and Communication) D11 (Wages and Salaries), with the index figure for quarter 2 in the year the parties entered into the Agreement as base. The adjustment will be effective as of the date specified by Supplier.

## 9. PERSONAL DATA

In order to invoice correctly, ensure that Customer is represented by an authorised person and prevent abuse, Supplier will process information about Customer in accordance with EU's General Data Protection Regulation (GDPR) and other applicable personal data protection regulations. The following information will be processed (a) Customer's name, address, invoicing address and company registration number, (b) Customer's telephone number, (c) Customer contact person, (d) location and address for installation, (e)

recipients (e.g. of events and messages) and transmission method for events or other communication, and (f) the name, telephone number and contact person of distributors and installers.

To the extent the information above contains personal data, Supplier is controller of its processing. Supplier shall only use the personal data for the purposes stated above. Supplier shall take appropriate technical and organisational measures to protect the information.

If Supplier processes personal data on behalf of Customer, the parties shall enter into a Data Processing Agreement provided by Supplier (unless otherwise agreed) and Supplier may charge additional fees if Customer requires technical or organizational measures in addition to those normally applied by Supplier.

## 10. TERM AND TERMINATION

### Term and termination for convenience

The Agreement enters into force when signed by both parties. Either party may terminate the Agreement with no less than 3 months written notice to expire no earlier than after 12 months.

Customer may terminate the Agreement if Supplier increases prices or changes these GTC, as stated in Sections 8 or 18.

### Partial termination

Customer may terminate the Agreement partially (e.g. reduce the number of charged items) if, to the extent and on the conditions agreed separately.

### Termination for cause

The Agreement may be terminated in writing by either party if the other party

- suspends its payments generally or should enter into liquidation, commences proceeding involving its insolvency, bankruptcy, non bona fide reorganization, readjustment of debt, dissolution, liquidation or any other similar proceeding for the relief of financially distressed debtors,
- becomes the object of any proceeding or action of the type described above and such proceeding or action remains undismissed for a period of 30 days,

- commits a material breach of the Agreement, which breach is capable of being remedied and not so remedied within 30 days of written notification thereof by the terminating party or, if Supplier is the breaching party, presents a remediation plan within 30 days.
- commits a material breach of the Agreement, which breach is not capable of being remedied, or
- fails to pay timely any sum owed and full payment has not been received by the first party within 10 days of written reminder being sent to the other party.

#### 11. EFFECTS OF TERMINATION

Upon termination of the Agreement or part thereof, either party shall promptly return the other party's confidential information, software and Products. Products included in the Subscription Services are returned to Supplier on Customer's cost and expense. Licensed software shall, as instructed by Supplier, either be returned or permanently destroyed.

Supplier may charge Customer until all software and Products are returned.

#### 12. SUSPENSION

Supplier may temporarily limit or suspend Customer's access to or use of Subscription Services if Supplier deems it necessary for technical, maintenance, operational or security reasons. Supplier shall, to the extent possible, inform Customer in advance.

Supplier may suspend its performance or suspend or restrict Customer's access to and use of Subscription Services with immediate effect:

- a) if Customer fails to pay applicable fees when due,
- b) if Customer uses the Subscription Services or Supplier IPR in breach of the Agreement, or
- c) if equipment or software has been connected to the Subscription Services without Supplier's written consent.

Supplier shall resume performance as soon as practicable possible after the reason for the suspension/limitation event has ceased.

#### 13. PRODUCT LIABILITY

Customer shall indemnify Supplier if Supplier is found liable to a third party for damage or loss caused by equipment provided by Supplier, regardless if it has been used in accordance with the Agreement and Supplier's instructions, to person, real or movable property or the consequences of such damage or loss.

The previous paragraph do not apply in case of Supplier's gross negligence or if Supplier is liable pursuant to mandatory law.

If a third party brings a claim against Supplier or Customer for compensation for damage or loss referred to in this clause, the other party shall immediately be notified thereof in writing.

#### 14. LIMITATION OF LIABILITY

Supplier is under no circumstances liable for any damage caused by Customer, third parties or events outside Supplier's control.

Supplier is under no circumstances whatsoever liable for loss of production, loss of revenue, loss of profit, loss or corruption of data or other indirect, incidental or consequential damage or loss, including (except for Supplier's indemnification obligations under Section 16) Customer's liability to pay compensation to a third party.

Except for Supplier's indemnification obligations in Section 16, Supplier's liability is under all circumstances limited to an amount equal to 20 % of payments made by Customer under the Agreement during the month when the damage occurred.

The party claiming breach of the Agreement shall take reasonable measures to limit the damage.

These GTC sets out Customer's sole and exclusive remedies and Supplier's sole and exclusive liability under the Agreement.

#### 15. FORCE MAJEURE

If a party is prevented from performing its obligations under the Agreement or if the performance is made significantly more difficult, expensive or delayed due to (i) circumstances beyond that party's reasonable control, such as but not limited to, war, terrorist act, natural disaster, strike, lockout (even if the party has initiated it), sabotage, major accidents,

epidemics, computer virus or other malicious software, lightning, electrical power cuts, fire, flood, new or changed legislation or regulations, action taken by public authorities, mobilisation, military call up, requisition, confiscation, insurgency or riot, deficiencies in a third party's communication network, general shortage of transportation, goods or energy, or (ii) defaulted, erroneous or insufficient delivery or performance by a sub-contractor due to any of the circumstances in section (i) (together "**Force Majeure**"), the party shall be excused, and the dates by which performance are scheduled shall be reasonable extended and the party shall not be liable to pay damages or otherwise be liable.

A party availing itself of this provision shall without undue delay notify the other party in writing of its inability to perform. The party shall promptly notify the other party in writing when the Force Majeure condition ends.

If a party's performance is substantially prevented for more than three (3) months due to Force Majeure, either party may with immediate effect terminate the Agreement in writing with regard to non-performed parts.

## 16. INTELLECTUAL PROPERTY

Section 16 does not apply to third party or open source software, which is specifically regulated in Section 4 sub-section "Software".

### Rights

Supplier and/or its licensors own all rights in and to the intellectual property (e.g. software) provided or made accessible, to Customer ("**Supplier IPR**").

If and to the extent Customer gets access to Supplier IPR, Supplier hereby grants Customer a limited, non-transferrable and non-exclusive right, during the term of the Agreement, to use such Supplier IPR solely in accordance with the Agreement.

Customer must not use, copy, modify, adapt, translate, grant rights to, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of Supplier IPR, except as explicitly stated in the Agreement or permitted by mandatory law.

Customer may neither directly nor indirectly distribute, disclose, sell, rent, lease, sublicense or

assign, for any reason whatsoever, all or part of Supplier IPR.

### Infringement

Subject to the next paragraph, Supplier shall indemnify and defend Customer from a third party's (not being an entity within Customer's group) claim of infringement of intellectual property rights arising from Customer's use of Supplier IPR in accordance with the Agreement (hereinafter "**Claims**"), unless such Claims are the result of Customer's negligence, provided that;

- Customer promptly after receipt of a Claim notifies Supplier thereof in writing,
- Customer allows Supplier to conduct negotiations with the claimant or intervene in any suit or action as well as decide the defence and whether or not to enter into settlements and on what conditions,
- Customer furnishes to Supplier all data, records and assistance within Customer's control which are relevant to the Claim, and
- Supplier shall not be liable for any settlement entered into by Customer without Supplier's written consent.

Supplier is not liable for infringement caused by:

- use of Supplier IPR in breach of the Agreement or Supplier's instructions,
- changes to Supplier IPR not made by Supplier, or
- use of Supplier IPR in combination with intellectual property not approved by Supplier in writing.

If Supplier has reason to believe that Supplier IPR infringes a third party's intellectual property rights, Supplier shall at its own cost and expense and absolute discretion, either:

- procure for Customer the right to continue using Supplier IPR,
- modify or replace Supplier IPR so that it is no longer infringing, provided it in material aspects still meets the Specification, or
- remove the infringing Supplier IPR and refund Customer a proportionate part of fees paid by Customer related to future use of the removed Supplier IPR.



Section 16 regulates exhaustively Customer's rights and Supplier's liability with regard to infringement of intellectual property rights.

#### Miscellaneous

Supplier may refer to Customer as a customer together with the services and products purchased by Customer. Any other use of the other party's name, trademarks or other marks are subject to the other party's written consent.

To enable Supplier to, among other, monitoring the Subscription Services, analyze statistical data and develop its business concepts and services, Customer consents to Supplier retrieving data from Customer's use of Subscription Services, provided always, that Supplier anonymizes all data. Supplier is the owner of such anonymized data.

### 17. CONFIDENTIALITY

Each party shall treat as confidential any information received from the other party, that are of a commercial or technical nature or relating to the other's past, present or future research, development, services, products, software, business activities, processes, telecommunications traffic content, inventions, formulas, customers or suppliers, disclosed in writing, orally or any other form by the disclosing party and which typically or explicitly is of a confidential nature. Either party shall refrain from divulging such information to third parties without written consent of the disclosing party. A party may only use the other party's confidential information to perform its obligations or exercise its rights under the Agreement and be made known solely to its employees and subcontractors on a need-to-know basis.

This provision shall not apply to:

- information that is or becomes generally available to the public other than as a result of disclosure by the receiving party,
- information the receiving party can show was in its possession before its receipt from the disclosing party,
- information obtained from a third party who is free to divulge the same,

- disclosure of information which is required by mandatory law or binding decision of a public authority, or
- information the receiving party can show was developed or created by it independently, without any part thereof having been received from the other party.

Documents, pictures and videos provided by Supplier shall remain the exclusive property of Supplier and considered Supplier's confidential information.

### 18. MISCELLANEOUS

The Agreement supersedes all previous agreements relating to the subject matter of this Agreement. Only amendments and additions to the Agreement that are made in writing and signed by authorized representatives of each party are valid.

If one or more provisions become invalid, illegal or unenforceable, such provisions shall be replaced by provisions which are in their legal and commercial content, the most similar to the invalid, illegal or unenforceable provisions. If such provision makes a party's performance hereunder unreasonably onerous, that party may terminate the Agreement.

Neither party may wholly or partly assign or pledge the Agreement, its rights or obligations, to a third party, unless it is made as part of a bona fide and solvent reorganization. Supplier may however assign the Agreement to another company within the AddSecure group without Customer's consent.

Sections that need to survive termination of the Agreement to give effect to them, shall survive termination of the Agreement e.g. Sections 14 (Limitation of liability), 16 (Intellectual property), 17 (Confidentiality), 18 (Miscellaneous) and 19 (Disputes and applicable law).

Supplier may change these GTC by announcing such change on Supplier's web site no less than 3 months before the change takes effect. Changes of minor importance need not be announced. Except for changes of minor importance, Customer may terminate one or more Subscription Services to expire when the change becomes effective. Such termination shall be in writing and received by Supplier no later than 1

month before the change becomes effective, whereupon Supplier shall repay any fees related to the time after termination.

**19. DISPUTES AND APPLICABLE LAW**

Any dispute, controversy or claim arising out of or in connection with the Agreement shall be settled by court in the capital of the country or state in which Supplier is registered, and the law of the same country/state shall apply without reference to its conflict of law or choice of law provisions. However, Supplier may bring action or proceedings against Customer in any court having jurisdiction over Customer, should Customer be registered in a country that does not recognize court rulings of the country in which Supplier is registered.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement.

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