Terms of Use for Software Applications

of agtatec ltd, agta record ltd, record door automation ltd and record international ltd, in Fehraltorf (ZH), Switzerland, including further group entities, if any, (hereinafter „record"), Version 27.3.2020.

1. General Provisions

1.1 These terms of use (hereinafter "Terms of Use") apply to all software applications of record, e.g. i-record (hereinafter "Application").

1.2 These Terms of Use between record and the Licensee come into effect as soon as the Licensee accesses the Application or downloads it to his/her computer (e.g. PC, notebook, tablet, mobile or smart device).

1.3 Any other terms of use or general terms and conditions of the Licensee (also referenced in so-called purchase orders) do not apply.

2. Delivery

2.1 The Application is delivered to the Licensee by remotely downloading the machine-readable program from an online platform to a computer or receives access to, or installs, the Application through another distribution channel (in particular storage media, mobile device management).

2.2 The Licensee is not entitled to pass on the Application to third parties without the prior written consent of record.

3. Prices and Payment

3.1 The license fee consists of a fee per WiDi (dongle) and a fee per per user. The Licensee and record shall agree in advance on the number of planned WiDi (dongle) and users.

3.2 After the Licensee has purchased a WiDi (dongle) from record (separate purchase agreement), the Application is licensed on a monthly basis at the licence fees stipulated in record's separate price list. The license fees are calculated based on the effective number of WiDi (dongle) and users registered by the Licensee. Cut-off date for the dongle/user usage data registered with record is the 1st day of each month at 01.00 am CET. The license fees are based on the number of WiDi (dongle) and/or users registered with record, and not on the effective use of the Application by the Licensee.

3.3 The license fees according to the cut-off date are due at the end of each month; they are due as of the month following the registration of the first WiDi (dongle). The license fees are to be paid by credit card. record uses third-party payment service providers. Their general terms and conditions apply to their services.

3.4 Value-added tax is country-specific. Unless otherwise stated, it is already included in the prices of record.

4. Ownership and Usage Rights

4.1 The Application, including all intellectual property rights therein, is owned by, and remains the property of, record or record's licensors, if any. record or its licensors also retain all rights to

further developments, translations, changes and upgrades of the Application and any copies thereof as well as to any decompilation of the Application and copies thereof.

4.2 The Licensee is granted a non-exclusive, non-transferable, time-limited, chargeable, revocable, and worldwide right to use the Application according to these Terms of Use.

4.3 The license is granted only for the Application. However, the Licensee has the right to adapt, at its own risk, the parameters of record's door systems, which are accessed via the Application, to the special requirements of the end customer and pursuant to applicable security standards ("parameterization"), or to connect them to programs as authorised by record. Any further changes shall be deemed an infringement of record's intellectual property rights and require its prior written agreement.

4.4 The license granted under these Terms of Use does not include the right to use trademarks, signs, company names or other designations of record for advertising purposes or other publications. The Licensee shall not remove, alter, obscure or conceal any intellectual property law notices, such as trademarks, copyrights, patents, design rights and other protected notices of the Application, in whole or in part; nor shall the Licensee permit the removal, alteration, obscuring or concealment thereof, in whole or in part.

4.5 The Licensee shall not copy, translate, disassemble, derive the source code from the object code (e.g. by decompilation), or in any other way reverse engineer the Application.

4.6 Any changes to these Terms of Use require the prior written agreement of record.

5 Term and Termination

5.1 The license term for the Application is one (1) month. Continued license rights for any subsequent month is contingent on payment of the license fees calculated on the cut-off date of each month.

5.2 The license term for the Application ends as soon as

> 5.2.1 no WiDi (dongle) and users of the Licensee are registered with record any longer;
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> 5.2.2 the Licensee no longer pays the licence fees;
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> 5.2.3 record discontinues the license grant for the Application at its own discretion by means of access denial; or
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> 5.2.4 record revokes the license due to Licensee's breach of these Terms of Use.

5.3 The license fees are non-refundable, regardless of the reason for termination by record.

5.4 Upon termination of the license period the Licensee shall be obligated to delete the Application immediately.

6. Warranty

6.1 The Application is licensed "as is". To the extent permitted by applicable law, record and its software developers and other auxiliary persons herewith disclaim any and all representations and warranties of quality and title (e.g. third party rights) for the Application.

6.2 The Licensee is responsible and accountable for the selection, provision, installation, implementation, use and maintenance of the operating platform and the operating system for the Application, networks and data security. The Licensee shall only install and use the Application on the operating systems of third party service providers approved by record (e.g. release

numbers). record does not represent, *inter alia*, that the Application will function on all operating systems and/or computers and/or without interruptions/errors.

6.3 The Licensee is responsible at all times for back-ups and securing copies of his/her systems and data (e.g. business recovery).

6.4 record's warranty, if any at all, shall expire immediately if the Licensee modifies the Application or otherwise breaches these Terms of Use.

7. Liability

7.1 All claims of the Licensee, regardless of their legal basis, are regulated exhaustively in these Terms of Use. In particular, all claims not expressly accepted, such as damages, price reduction, substitution, termination or rescission of the agreement, are herewith excluded.

7.2 To the extent permitted by applicable law, any liability of record for any and all damage arising from, or in connection with, the agreement or these Terms of Use is herewith excluded.

8. Data Use and Data Protection

8.1 Data generated by the Application for the installation, inspection, maintenance, troubleshooting and/or general overhaul of door and gate systems of record (hereinafter "System") that are not personal data within the meaning of the data protection laws (hereinafter "System Data") shall be the property of the System owner. The Licensee grants, and if the Licensee is not the System owner, represents that the System owner grants, to record a non-exclusive, transferable, unlimited, irrevocable, free of charge and worldwide right to use the System Data for comparison, analysis and optimisation of the Application and other applications, Systems and/or services. This license for use of System Data includes the right to grant sublicenses to record group companies; and the right of the sublicensees to exercise any and all of the foregoing rights.

8.2 In the event of any claim or action by the System owner against record for infringement of System Data, the Licensee, who is not the Site owner, shall defend, indemnify, and hold harmless record.

8.3 With regard to personal data, record's privacy policy applies. It can be accessed here. The Licensee represents and warrants that when personal data is transferred to record, he/she has obtained the necessary consents from the third party for processing by record. In the event of data protection enquiries or complaints, the Licensee shall defend, indemnify and hold harmless record.

9. Amendments

9.1 The agreement or these Terms of Use may only be changed or amended in writing.

10 Applicable Law and Venue

10.1 The Application, these Terms of Use and all agreements concluded in accordance with these Terms of Use are subject to **Swiss law**, to the exclusion of conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG, "Vienna Sales Convention") is excluded.

10.2 The exclusive place of jurisdiction for disputes arising from, or in connection with, the use of the Application or these Terms of Use is **Fehraltorf (ZH), Switzerland**. record reserves the right to file any claim a the registered seat of the Licensee.

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