

Advancis Open Platform Agreement

Terms and Conditions

1 Parties and Conclusion

1.1 The Advancis Open Platform Agreement under these Terms and Conditions ("Agreement") is between Advancis Software & Services GmbH, Monzastr. 3, 63225 Langen, Germany ("Advancis") and the entity ("Developer") that registers for access to the Advancis Open Platform via the AOP Portal (each a "Party" and collectively "Parties").

1.2 The Agreement is concluded when the Developer completes registration, Advancis verifies the Developer's registration and grants access to the AOP Portal, and the Developer consents to these Terms and Conditions in the AOP Portal. The person completing registration represents that they have authority to bind the Developer. Furthermore, they become part of a contract if they have been incorporated by reference.

1.3 Access to and use of the AOP Portal and its content is intended exclusively for businesses and not for consumers. By accepting the terms, the Developer represents that it is a business.

1.4 Advancis may update these Terms and Conditions from time to time. Advancis will provide notice via the AOP Portal or email at least thirty (30) days before material changes take effect, unless earlier changes are required by law or to address urgent security issues. Continued access to or use of the Development Tools after the effective date of an update constitutes acceptance of the updated Terms and Conditions and results in the updated terms applying to the Agreement. Access to the AOP Portal displaying the updated Terms and Conditions and the Developer's acceptance thereof results in the updated terms applying to the Agreement.

2 Subject Matter

2.1 Advancis is the developer and owner of modular software platforms for physical security information management ("PSIM") that combine various security, building and communication technology systems of different manufacturers, enabling the use and control of connected systems via a central user interface, in particular the applications WinGuard and AIM ("Advancis Software").

2.2 The Advancis Open Platform ("AOP") is a modular software foundation designed to support scalable, customizable solutions through open, service-based architecture. It provides a component-based architecture with coupled services and open API for seamless integration of third-party software and extensions, enabling interoperability with Advancis Software.

2.3 For the purpose of the Agreement, "Developer" can be, for example, a contractor, software publisher, service provider, system integrator, (value added) reseller, original equipment manufacturer, or end user, that develops software, hardware and related services for its own use or for use by third parties.

2.4 With the Agreement, Advancis grants the Developer access to the Advancis Open Platform Portal ("AOP Portal") and the Development Tools available there, which the Developer can use to evaluate, develop and deploy its own Developments that connect to and interoperate with Advancis Software.

2.5 Licensing of Advancis Software and any third-party products that connect to Advancis Software falls outside the scope of the Agreement. Any connection of a Development to Advancis Software being used by an end user may require activation and the granting of a separate license by Advancis.

3 Development Tools

3.1 The Agreement governs the Developer's access to and use of Advancis' Development Tools, for example application programming interfaces ("API"), software development kits ("SDK"), computer programs, libraries, sample code, specifications, documentation, release notes, data and other information, that are made accessible by Advancis on the AOP Portal or otherwise ("Development Tools").

3.2 Advancis and its licensors retain all rights, title, and interest in and to the Development Tools, and all related intellectual property. Except for the limited rights expressly granted in the Agreement, no rights are granted or implied.

3.3 Advancis may update, limit, suspend, remove, discontinue or otherwise change Development Tools at any time and at its sole discretion. Advancis shall use best efforts to provide notice to Developer of such changes. However, the Developer shall be responsible to monitor such changes on the AOP Portal, and to modify its Developments, if necessary.

3.4 Upon conclusion and during the term of the Agreement, the Developer is granted a limited, non-exclusive, non-transferable, revocable right (1) to evaluate and to use the Development Tools to develop its own Developments (as defined in Section 4.1); and (2) to use, license, deploy, and distribute these Developments.

3.5 The Development Tools and any advice or assistance provided by Advancis in connection with the Development Tools are provided "as is," "as available," and with all errors, material defects and defects of title. Advancis disclaims all warranties, whether express, implied, or statutory, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. Advancis does not warrant that the Development Tools will be uninterrupted, secure, or error-free, or that defects will be corrected. The Developer uses the Development Tools at its own responsibility and risk.

3.6 The Developer may use the Development Tools only to build interoperable Developments for use with Advancis Software. The Developer may not (1) copy, adapt, translate, or create derivative works of the Development Tools; (2) sell, rent, sublicense, or make the Development Tools available to third parties; (3) circumvent authentication, access controls or rights management; and (4) interfere with the security, performance, or operation of the Development Tools and Advancis Software. The Developer may not reverse engineer or decompile any part of the Development Tools except to the limited extent such restriction is prohibited by applicable law.

4 Developments by Developer

4.1 “Developments” are extensions, software, hardware, data, services, adapters, integrations, processes, and features that are connected to and interoperate with Advancis Software, and that are developed by the Developer or by third parties on the Developer’s behalf.

4.2 The Developer may use the Development Tools for its own Developments and to develop or use and under the conditions set out in clause 5 license, deploy, and distribute these Developments at its sole discretion to third parties (for example system integrators, (value added) resellers, original equipment manufacturers, or end users), stand-alone or as integrated components of the Developer’s own or of third-party products and services. The Developer acknowledges that any connection of a Development to Advancis Software being used by an end user may require activation and the granting of a separate license by Advancis to that end user and may be subject to a license fee to be paid to Advancis.

4.3 The Developer retains all rights, title, and interest in and to its Developments, including all intellectual property therein, subject to the restrictions in the Agreement and any applicable third-party license terms.

4.4 The Developer is solely responsible for the development, security, maintenance, support and operation of its Developments. The Developer shall adhere to applicable law, recognized security standards and software development best practices. The Developer shall ensure that its Developments do not contain malicious code and do not pose undue risks to the confidentiality, integrity or availability of the AOP, AOP Portal, Development Tools and Advancis Software or customer systems.

4.5 The Developer is responsible for complying with applicable laws, including privacy and data protection obligations where personal data is processed, and for honoring third-party license terms embedded in the Developments.

4.6 If the Developer becomes aware of a material security incident related to its Developments or its use of the Development Tools, it shall promptly notify Advancis and cooperate in remediation.

4.7 The Developer must ensure that the Developments do not recreate or unreasonably substitute core functionality of the AOP, the AOP Portal, the Development Tools, or Advancis Software, nor develop features that are substantially comparable to or directly competitive with the AOP, the AOP Portal, the Development Tools, Advancis Software, or other Advancis products or services.

4.8 Advancis will not be precluded from developing, using, licensing, deploying or distributing products or services that are comparable or competitive with the Development or other products and services provided by Developer.

4.9 Any use of a Development by a third party is governed by the arrangements between the Developer and that third party. No contractual relationship is concluded between the third party and Advancis.

4.10 Developer is responsible for monitoring changes to the Development Tools and must develop, update, or modify the Development at its sole cost and expense to ensure it remains

compatible and functions with the current version of the Development Tools and the Advancis Software. The Developer acknowledges and agrees that the failure to make such modifications may result in the Development failing to work or operate as designed.

5 AOP License Plan

5.1 Advancis may, in its sole discretion, provide a comprehensive license plan with defined license models for (1) using the Development Tools for Developments; and (2) for licensing, deploying or distributing the Developments to third parties ("License Models").

5.2 License Models may (1) relate to specific projects, use cases, implementations, and end users; (2) provide a limited or unlimited number of such projects; (3) regulate the distribution on channels, online platforms and marketplaces. Furthermore, License Models may define pricing structures and payment of license fees.

5.3 License Models may impose certain requirements on Developments and Developers and may only be available if these requirements are met. These requirements may relate, for example, (1) to the quality, functionality, intended use, and assessment of the Developments; or (2) to the qualification, market segment, portfolio, and scope of business activities of the Developer.

5.4 License Models may require an activation of the Development and connected Advancis Software and a separate agreement on the use of Advancis Software between Advancis and the end user.

5.5 Advancis may describe the available License Models and the applicable requirements and fees in specific documentation, made available to the Developer via the login area of the AOP Portal (the "price list"). The version of the price list in effect at the time of the relevant Assessment, Reassessment, publication on the AOP Hub, or invoicing is decisive. Licenses are granted when Advancis prepares a specific offer under the terms of the Agreement, and the Developer accepts it.

5.6 Advancis may update the price list from time to time. Advancis will provide notice via the AOP Portal or email at least thirty (30) days before a change to the price list that increases fees or materially reduces the Developer's rights takes effect, unless earlier changes are required by law or to address urgent security issues. All other changes to the price list take effect upon publication in the login area of the AOP Portal. Continued use of the Development Tools, continued participation in the AOP Developer Program, or continued publication of a Development on the AOP Hub after the effective date of a change constitutes acceptance of the updated price list.

6 Assessment of Developments

6.1 Advancis may offer the Developer an assessment of its Developments ("Assessment"). Certain License Models may require the Developer to have the relevant Development assessed as a precondition for that License Model.

6.2 The Assessment is based on information, materials and self-declarations that the Developer voluntarily provides to Advancis in response to a structured questionnaire, including

without limitation information on the Developer's organization, quality, security and data protection standards, and the functional scope, use cases and references of the Development ("Scorecard"). Advancis may use AI-supported tools to assist the Developer in completing the questionnaire. The Assessment may further include a live review of selected use cases and functionalities by Advancis. The content of the Scorecard remains the Developer's own information; Advancis does not verify, audit or otherwise confirm its accuracy or completeness.

6.3 Advancis decides, in its reasonable discretion, whether a Development passes the Assessment. A passed Assessment is confirmed to the Developer and reflected in the Scorecard. Advancis may publish the Scorecard, in whole or in part, on the AOP Hub or otherwise, provided that the Developer has consented thereto pursuant to Section 6.2. The Assessment and the Scorecard do not constitute any warranty by Advancis regarding the quality, suitability, security or fitness for a particular purpose of the Development, nor regarding the accuracy or completeness of the information contained in the Scorecard. Advancis may withhold, suspend, downgrade or revoke a passed Assessment, or remove the corresponding Scorecard, for cause, including material defects, security concerns, incorrect information provided by the Developer, or interoperability failures.

6.4 The Development is subject to a reassessment ("Reassessment") in accordance with the reassessment cycle applicable to the relevant License Model and, in any event, upon a change of the License Model applicable to the Development. Section 4.10 applies accordingly where a Reassessment is triggered by changes to the Development Tools.

6.5 The applicable fees, program tiers and Reassessment cycles per License Model are set out in the price list or in the AOP Hub referred to in Section 5.5.

7 AOP Hub

7.1 Advancis operates the AOP Hub, a platform for the registration, re-/assessment and publication of Developments, currently available at aop.net.

7.2 Every Development is registered in the AOP Hub, irrespective of the License Model applicable to it.

7.3 Advancis may publish a registered Development, including its Scorecard and the statistics referred to in Section 7.4, provided that the Development has passed the Assessment applicable to the relevant License Model. Whether and under which License Model a Development is published on the AOP Hub is set out in the price list referred to in Section 5.5. Section 17.2 applies to any such publication.

7.4 Advancis may publish, in aggregated form, statistics relating to a registered Development, including without limitation the number and geographic distribution of deployments, the sectors in which the Development is used, and the size of the largest deployment.

7.5 Advancis may suspend or remove the publication of a Development, or its registration in the AOP Hub, for cause, including material defects, security concerns, a failed Reassessment, the Developer's breach of the Agreement, or the Developer's failure to fulfil its obligations under Section 8.

8 AOP Hub Commission

8.1 Where set out in the applicable License Model, the Developer shall pay Advancis a commission calculated on the Hub Commission Basis ("Hub Commission"). The Hub Commission attaches to the Development and is owed irrespective of whether the Development is published on the AOP Hub at the time the relevant amount is collected, and irrespective of how the customer relationship with the Developer was established.

8.2 The Hub Commission is calculated on the license, subscription, activation and recurring software fees, including software maintenance fees, that the Developer determines for the Development ("Hub Commission Basis"). For the avoidance of doubt, the Hub Commission Basis does not include the value of any hardware, third-party products, or services that the Developer bundles with, or sells alongside, the Development, even where these form part of the Development within the meaning of Section 4.1. The Developer shall determine such fees in good faith and in accordance with the commercial value of the Development, and shall disclose them to Advancis separately from any other charges. Where such fees are combined with other charges in a single price that cannot be clearly separated, an amount reasonably attributable to the Hub Commission Basis, determined pro rata to the Developer's usual pricing practice, forms part of the Hub Commission Basis.

8.3 The AOP Developer Program is based on mutual trust and transparency. Any intentional structuring or classification of fees for the purpose of reducing or avoiding the Hub Commission constitutes a material breach of the Agreement.

8.4 The applicable Hub Commission rate is set out in the price list referred to in Section 5.5 and may vary depending on the Developer's program tier and the applicable License Model.

8.5 The Hub Commission is exclusive of taxes, levies and duties, which are the responsibility of the Developer.

8.6 The Developer shall report each charge within the meaning of Section 8.2 to Advancis via the AOP Portal immediately upon invoicing the relevant Channel Partner or end user. Advancis shall invoice the Hub Commission on the basis of these reports. Advancis may, at its own discretion, consolidate such invoices on a quarterly or annual basis.

8.7 Advancis may request reasonable supporting documentation for a report submitted under Section 8.6.

8.8 Section 4.9 remains unaffected. The Hub Commission is owed by the Developer to Advancis irrespective of the commercial terms agreed between the Developer and the Channel Partner or end user, and its payment does not establish any contractual relationship between Advancis and that Channel Partner or end user.

8.9 If the Developer fails to report or to pay the Hub Commission when due, Advancis may, without prejudice to any other remedies, suspend the publication of the Development on the AOP Hub pursuant to Section 7.5 until the Developer has fulfilled its obligations under this Section 8.

9 Fees

9.1 Advancis reserves the right to charge standard or individual fees for use and licensing of the AOP, AOP Portal, Development Tools, Advancis Software and other products and services. Any fees must be agreed to by Advancis and the Developer in written form or text form.

9.2 All fees are exclusive of taxes, levies and duties, which are the responsibility of the Developer. Fees are non-refundable except where mandatory law provides otherwise.

10 Confidentiality Obligation

10.1 In the context of the Agreement, AOP, AOP Portal and Development Tools, Advancis and the Developer will exchange Confidential Information. In addition, the Parties may gain access to or knowledge of Confidential Information in other ways.

10.2 Confidential Information is – regardless of its designation as confidential – all verbal, written and online information or that on a data carrier, that is made accessible or otherwise becomes known to the other Party, especially all financial, technical, economic, legal, tax-related, business and product information or that relating to the employees and management. Confidential Information also includes the Development Tools, API, SDK, computer programs, libraries, sample code, specifications, documentation and release notes. The Parties acknowledge that this Confidential Information is not yet known or readily accessible, either in its entirety or in its details, and is of economic value and will be protected by appropriate confidentiality measures. There is a legitimate interest in its confidentiality. To the extent that Confidential Information does not meet the requirements of a trade secret within the meaning of the German Trade Secrets Act, such information is nevertheless protected by this confidentiality obligation.

10.3 The Parties undertake (1) to handle the Confidential Information of the other Party with strict confidentiality, (2) to not pass it on or make it accessible to third parties, (3) to not publish it, and (4) to not otherwise exploit it. In addition, the Parties undertake to take suitable precautions for the protection of the Confidential Information of the other Party, and at least the same precautions as they take to protect their own Confidential Information.

10.4 The Parties undertake to inform the other Party immediately if (1) they become aware that, in breach of this confidentiality obligation, Confidential Information has been passed on, made accessible, published or exploited, or (2) they are requested or required to disclose Confidential Information by a court or the authorities.

10.5 Confidential Information of the other Party may be passed on or made accessible to third parties only with this Party's prior consent in written form or text form, and on the basis of a written non-disclosure obligation corresponding to this confidentiality obligation. The Parties agree that Confidential Information, disclosed by an affiliate to a Party, by a Party to an affiliate or between affiliates will be governed by this confidentiality obligation. The Parties shall ensure that such affiliates comply with this confidentiality obligation. The Parties shall be responsible for the acts and omissions of their affiliates.

10.6 On the part of Advancis are also in particular no third parties: Advancis Holding GmbH, affiliated companies/distributors and franchisees of Advancis Software & Services GmbH, as well as persons and companies that create computer programs on behalf of an Advancis company. Advisors of one Party (such as financial advisors, legal consultants), who are obligated contractually or professionally to confidentiality, are also not third parties within the meaning of this confidentiality obligation.

10.7 The Parties undertake to make the Confidential Information accessible only to those organs, employees, representatives, vicarious agents and subcontractors whose knowledge of the Confidential Information is essential within the context of the collaboration, and to impose upon these an obligation to confidentiality corresponding to this confidentiality obligation, unless these persons are already obligated to confidentiality vis-à-vis the respective Parties through a written non-disclosure declaration. The Parties warrant that these persons recognize and comply with this confidentiality obligation.

10.8 The duty to handle the Confidential Information confidentially shall not apply to such information, for which the other Party can demonstrate, that it (1) was known to it before the point at which the information was disclosed to it, (2) was made accessible to it before or after the point at which the information was disclosed to it, by an authorized third party for the purposes of free use and without the obligation of secrecy, (3) was publicly known or generally accessible before the point at which the information was disclosed to it, or (4) became publicly known or generally accessible at or after the point at which the information was disclosed to it, without breach of this confidentiality obligation (5) or was published by Advancis with the Developer's consent as part of an Assessment, Scorecard, or AOP Hub listing pursuant to Section 6.

10.9 The Parties must at any time, but at the latest after termination of the Agreement, immediately return or destroy all written and/or otherwise recorded Confidential Information received from the other Party, including all copies made, upon written request by the other Party. The complete return or destruction of all Confidential Information must be confirmed in writing to the other Party. The Parties bear their own costs thus incurred.

10.10 Disclosing or making Confidential Information available does not constitute the transfer of rights of use or rights of prior use.

10.11 For each individual violation of the Developer against this confidentiality obligation, Advancis is entitled to a reasonable contractual penalty, which shall be determined by Advancis and may be assessed in terms of appropriateness by the responsible court. The principles of continued offence are excluded. With the payment of the contractual penalty, the assertion of claims to injunctive relief or further compensation with appropriate evidence is not excluded. The contractual penalty will be offset against any possible compensation for damages.

11 Data Protection

11.1 The Parties shall comply with the applicable data protection regulations. Advancis' privacy policy is available at the AOP Portal. Insofar as the use of the AOP, AOP Portal or Development Tools in accordance with data protection regulations and the Agreement require certain declarations, agreements, or measures, the Parties shall undertake these.

11.2 To the extent the Developer processes personal data in or through its Developments, the Developer acts as an independent controller or processor in relation to its customers and remains solely responsible for compliance with applicable data protection laws. The Development Tools are not designed to host, store or persist customer personal data on behalf of the Developer.

12 Limited Liability

12.1 Advancis shall be liable to the Developer without limitation in the event of (1) injury to life, limb or health, (2) warranties, (3) intent and gross negligence and (4) under the Product Liability Act.

12.2 In the event of negligence, Advancis' liability is limited to the typically foreseeable damages without loss of profit. In case of slight negligence, Advancis' liability is limited for all damages in total to the fees being paid by Developer to Advancis under the Agreement, if any.

12.3 Insofar as Advancis' liability is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents.

13 Indemnification by Developer

13.1 Developer shall defend, indemnify, and hold harmless Advancis and its affiliates, employees, representatives and vicarious agents, from and against third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Developments, the Developer's use of the AOP, AOP Portal and Development Tools, or the Developer's breach of the Agreement. This indemnity includes claims alleging infringement or misappropriation of intellectual property rights by a Development.

13.2 Advancis will provide prompt notice of any claim and reasonable cooperation at the Developer's expense.

13.3 The Developer may not settle a claim that imposes obligations on Advancis without Advancis's prior consent in written form or text form.

14 Term and Termination

14.1 The Agreement has an initial term of one (1) year and renews automatically for successive one-year periods unless terminated with thirty (30) calendar days' notice before the end of the then-current term.

14.2 The right of the Parties to terminate without notice for good cause shall remain unaffected. Advancis may have particularly the following good causes:

14.2.1 The Developer infringes material contractual obligations and does not cease such breach within a reasonable time period set by Advancis.

14.2.2 The Developer infringes Advancis' intellectual property rights and know-how.

14.2.3 The Developer breaches its confidentiality obligation as defined in Section 10.

- 14.2.4 The Developer is insolvent, an application to open insolvency proceedings against its assets or comparable proceedings was filed, or the opening of such proceedings is rejected due to insufficiency of assets.
- 14.2.5 The majority of the Developer's shares in the company or a part of the company which is essential for the marketing and distribution of the Developments – as developed with the Development Tools - shall be transferred to a competitor of Advancis.
- 14.3 Either Party may terminate the Agreement by giving notice in written form or text form or through a termination mechanism in the AOP Portal, if available.
- 14.4 Upon termination or expiration of the Agreement, the Developer must cease all access to the AOP Portal and use of the Development Tools.
- 14.5 Upon termination of the Agreement or of the Developer's participation in the AOP Developer Program, the Developer's access to the AOP Hub, the publication of its Developments, the Development Tools, and any related documentation, SDKs and APIs ceases, subject to Section 14.6.
- 14.6 After termination of the Agreement,
- 14.6.1 The Developer may continue to use, license, deploy and distribute Developments that were developed with the Development Tools before termination of the Agreement, to the extent that such Developments do not require ongoing access to the Development Tools;
- 14.6.2 The end user that deployed the Development before termination may continue to use it as-is and in the originally authorized scope;
- 14.6.3 The right to continue use does not apply if (1) the Development impairs the integrity and security of the AOP, AOP Portal, Advancis Software, or third-party systems; or (2) the Agreement was terminated by Advancis because Developer infringed Advancis' intellectual property rights and know-how or breached its confidentiality obligation;
- 14.6.4 In any event, Advancis does not warrant or commit to maintaining connectivity of the Development to Advancis Software.
- 14.7 Provisions of the Agreement addressing confidentiality, data protection, indemnity, disclaimers, limitation of liability, governing law, and survival remain in effect.
- 14.8 Advancis may immediately suspend or restrict use of and access to the AOP, AOP Portal, Development Tools, the Development of the Developer and/or Advancis Software if, or where it is reasonably likely that, such action is required for security reasons, to address suspected misuse, or to prevent, investigate, or mitigate threats to the integrity to AOP, Advancis Software, or third-party systems.

15 Export Controls and Sanctions

The Developer represents that it is not subject to sanctions and is not listed on any government denied-party list. The Developer shall not access the AOP Portal or use the Development Tools in violation of applicable export control or sanctions laws and shall not permit access by sanctioned persons or in sanctioned territories.

16 Assignment and Subcontracting

16.1 Advancis may assign or transfer the Agreement and its contractual rights and obligations to its affiliates and subsidiaries or in connection with a corporate transaction.

16.2 The Developer may not assign or transfer the Agreement and its contractual rights and obligations without Advancis's prior consent in written form or text form.

16.3 Advancis may use subcontractors and remains responsible for their performance.

17 Independent Parties and Feedback

17.1 The Parties are independent contractors. Nothing in the Agreement creates a partnership, affiliation, joint venture or agency. No Party is authorized to make statements or conduct legal transactions on behalf of the other Party. The Parties shall avoid any action that may suggest otherwise.

17.2 Advancis may identify the Developer as an AOP participant and may use the Developer's name and logo in marketing materials and on the AOP Hub.

17.3 If the Developer provides feedback, suggestions or improvements about the AOP, AOP Portal, Advancis Software or Development Tools, Advancis may use and exploit them for any purpose, without restriction and without any obligation to the Developer.

18 Notices and Contact

Advancis may provide notices via the AOP Portal or email to the address associated with the Developer's account. The Developer is responsible for keeping its contact details current. Notices to Advancis shall be submitted through the AOP Portal or to the contact details provided therein.

19 Force Majeure

19.1 Neither Party shall be obligated to fulfill its obligations in the event of and for the duration of force majeure. In particular, the following circumstances shall be considered as force majeure: (1) Accidents, disasters, pandemics and catastrophes for which the Party is not responsible, as well as war, blockades and embargoes, (2) labor disputes lasting more than four (4) weeks, as well as (3) general malfunctions of telecommunications and the Internet.

19.2 Each Party must immediately notify the other in writing of the occurrence of a case of force majeure.

20 Applicable Law and Place of Jurisdiction

20.1 The Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.2 The place of jurisdiction for all legal disputes in connection with the Agreement is Advancis' primary place of business. Advancis shall also be entitled to bring a legal dispute before a different court of jurisdiction.

21 General Provisions

21.1 Advancis does not accept any general terms and conditions of Developer, regardless of whether and how they are announced.

21.2 The Agreement and these Terms and Conditions may be amended or supplemented only by declarations of both Parties in written form or text form.

21.3 If any provision of the Agreement and these Terms and Conditions is invalid or unenforceable, the statutory provisions shall apply instead, and the Agreement and these Terms and Conditions shall otherwise remain in effect.

Advancis - AOP Portal - Privacy Policy

1 Introduction

- 1.1 The following privacy policy provides an overview of the collection and processing of your personal data in connection with the Advancis Open Platform ("AOP") and Advancis Open Platform Portal ("AOP Portal") and of your rights under data protection law.
- 1.2 Handling personal data responsibly is of utmost importance to us and we do so as a matter of course. Whenever we obtain, use or process personal data, we do so in compliance with the applicable national and European data protection laws. Personal data within the meaning of this policy is any information relating to an identified or identifiable natural person.

2 Data Controller and Data Protection Officer

- 2.1 The data controller is:
- Advancis Software & Services GmbH
Monzastraße 3
63225 Langen
Germany
- 2.2 You can reach our data protection officer at:
- Data Protection Officer
Advancis Software & Services GmbH
Monzastraße 3
63225 Langen
Germany
E-mail: dsb@advancis.de

3 Source of Personal Data

We process personal data that we receive from you during registration, login and use of the AOP Portal, or that is automatically transmitted to us during use. Registration takes place by self-registration.

4 Categories of Personal Data Processed

- 4.1 When you visit the AOP Portal, we collect data transmitted by your browser to enable your visit to the website:
- your IP address, with the last segment truncated,
 - the remote host (name of the computer that requests the page), if transmitted by the network,

- date, time, status, and volume of data transmitted,
- the website from which you were referred to the requested website (referrer), if transmitted by the browser,
- information about the browser product and version used (user-agent), if transmitted by the browser,
- if your username should be transmitted by your network, it will not be stored by us.

This data will not be merged with any other data sources. Collection of this data is based on Art. 6 para. 1 sent. 1(f) General Data Protection Regulation (GDPR). The website operator has a legitimate interest in the technically error-free presentation and optimization of its website - for this purpose, server log files must be collected.

4.2 When registering for the AOP Portal, we collect and process the following personal data:

- first name and surname,
- title and position,
- company,
- e-mail address,
- telephone number,
- country,
- password (stored in encrypted form).

This data is processed for authentication and authorization management for access to the AOP Portal. The processing is based on Art. 6 para. 1 sent. 1(b) GDPR for the fulfilment of contractual obligations.

5 Use of Cookies

5.1 We only use cookies, which are required for technical reasons. We use the following types of cookies:

- transient cookies, which are stored only for the duration of your session in the AOP Portal, are necessary to identify your session and ensure error-free use of the AOP Portal and are deleted after the browser is closed,
- persistent cookies, which are stored on your device for a predefined period, enable us to store information about your prior use of the AOP Portal and are automatically deleted after their specified duration has expired.

5.2 Processing is based on Art. 6 para. 1 sent. 1(f) GDPR (legitimate interests), as we have a legitimate interest in providing and operating the AOP Portal. Consent for the

use cookies, which are required for technical reasons, is not required pursuant to § 25 para. 2 Telecommunications-Digital Services-Data Protection Act (“Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz”).

6 Transfer to Third Countries

- 6.1 Personal data is only transferred to countries outside the European Union (EU) or the European Economic Area (EEA) if the requirements of Art. 44 et seq. GDPR are met. A third country means a country outside the EU or the EEA in which the GDPR is not directly applicable.
- 6.2 The EU Commission has adopted adequacy decisions under Art. 45 para. 1 GDPR for the United States, the United Kingdom, and other third countries. Any transfer of personal data to one of these countries is based on the adequacy decision in force at the time of the transfer.
- 6.3 We only transfer your personal data to third countries if either:
- the recipient provides appropriate safeguards pursuant to Art. 46 GDPR for the protection of personal data - for example, the conclusion of standard contractual clauses between us and the recipient (Art. 46 para. 2(c) GDPR) or binding corporate rules approved by the competent data protection authority (Art. 46 para. 2(b) GDPR). In this way, the recipient assures that it will adequately protect the data and thus ensure a level of protection comparable to the GDPR,
 - one of the exceptions listed in Art. 49 GDPR applies - for example, your express consent (Art. 49 para. 1(a) GDPR) -, or
 - if the transfer is necessary for the performance of contractual obligations between you and us (Art. 49 para. 1(b) GDPR).

7 Contact Form

- 7.1 If you contact us by e-mail or via the contact form, your e-mail address and, if you provide this information, your name, company, address, country and telephone number will be stored by us in order to answer your questions.
- 7.2 We collect, process, and use the data for the purposes of contract initiation and execution and to protect our legitimate business interests with regard to advising and supporting our customers and interested parties as well as designing products to meet their needs. If your contact directly concerns one of our international sales partners, we will forward it for processing.
- 7.3 We use your data (company, name, e-mail address, telephone number, country, product interest) to occasionally send you information about our products by post. You will only receive advertising by telephone or e-mail if you have given us your express consent to do so.

- 7.4 Processing of your personal data in connection with the contact form is based on consent in accordance with Art. 6 para. 1 sent. 1(a) GDPR.

8 Newsletter Delivery

- 8.1 We use the double opt-in procedure to register for our newsletter. This means that after you have provided us with your e-mail address, we will send you a confirmation e-mail to the e-mail address you provided in which we ask you to confirm that you wish to receive the newsletter. The processing of your personal data in connection with the newsletter is based on Art. 6 para. 1 sent. 1(a) GDPR.
- 8.2 You may revoke your consent to receive the newsletter at any time. You can revoke your consent by clicking on the link provided in every newsletter e-mail, by sending an e-mail to: Data Protection Officer, Advancis Software & Services GmbH, Monzastraße 3, 63225 Langen, Germany, e-mail: dsb@advancis.de.

9 Purposes for Processing Personal Data and Legal Bases for Processing

We process your personal data in compliance with the applicable national and European legal data protection requirements. In this respect, the processing is lawful if at least one of the following conditions is met:

9.1 Consent (Art. 6 para. 1 sent. 1(a) GDPR)

If you have consented to the processing of your personal data for certain purposes (e.g. use of data for marketing purposes, cookie use, newsletter, contact form), then this processing is lawful on the basis of your consent. Consent given may be revoked at any time with future effect.

9.2 To fulfil contractual obligations or precontractual measures (Art. 6 para. 1 sent. 1(b) GDPR)

We process data to comply with our contractual obligations as the operator of the AOP Portal and to take steps prior to entering into a contract. The purposes of the data processing arise primarily from the business relationship. The processing of data takes place in particular for the following purposes:

- providing and operating the AOP portal,
- user management,
- licensing and license management,
- development management,
- support and maintenance services,
- error analysis and troubleshooting,
- communication with users,

- performance optimization,
- ensuring IT and data security,
- billing and payment processing.

9.3 Due to legal requirements (Art. 6 para. 1 sent. 1(c) GDPR)

Advancis Software & Services GmbH is subject to various legal obligations (retention requirements under commercial and tax law in accordance with the German Commercial Code ("Handelsgesetzbuch") and the German Tax Code ("Abgabenordnung"). The processing purposes include, but are not limited to, the fulfilment of tax and reporting requirements and also risk analysis and control in the company and within the group.

9.4 Within the framework of the balancing of interests (Art. 6 para. 1 sent. 1(f) GDPR)

Where necessary, we process your data beyond actual fulfilment of the contract in order to protect our legitimate interests or those of third parties. Examples:

- revision and improvement of procedures for general business management and further development of products and services,
- advertising, customer satisfaction, unless you have objected to such use of your data,
- assertion of legal claims and defense in legal disputes,
- prevention, investigation or determent of license infringement and criminal offences.

10 Categories of Recipients of Personal Data

10.1 We have some of the aforementioned processes and services carried out by carefully selected service providers who comply with data protection requirements:

- external developers working for Advancis.

10.2 The external service providers are bound by our instructions and are audited regularly. They will not share your data with third parties.

10.3 With respect to sharing data with other recipients, we only share information about you if required to do so by law, if you have consented or if we are authorized to share it. Provided these requirements are met, recipients of personal data may include, but are not limited to:

- public authorities and institutions (e.g. financial authorities, law enforcement authorities) if there is a legal or official obligation,

- other companies or comparable institutions to which we transfer personal data in order to conduct the business relationship with you (e.g. payment service provider),
- companies of the Advancis group (e.g. to control risk due to legal obligations).

11 Intent to Transfer Personal Data to a Third Country or International Organization

Active transfer of personal data to a third country or to an international organization only takes place if it has been expressly referred to within the context of the aforementioned services.

12 Criteria for Determining the Duration of Storage of Personal Data

The criteria for determining the duration of storage are based on the purpose of processing and subsequent statutory retention periods. If the data is no longer needed for meeting contractual or legal obligations, it is regularly deleted, unless its - temporary and, where appropriate, limited - further processing is necessary for the following purposes:

- fulfilment of retention obligations under commercial and tax law: This includes the German Commercial Code ("Handelsgesetzbuch") and the German Tax Code ("Abgabenordnung"). They specify retention and documentation periods of up to 10 years,
- preservation of evidence within the legal statute of limitations: According to Section 195 et seq. of the German Civil Code ("Bürgerliches Gesetzbuch"), the regular limitation period is 3 years, but under special circumstances can be up to 30 years.

13 Data Protection Rights

- 13.1 You may at any time request information about the personal data we hold on you as well as the purpose and origin thereof. In addition, you may also have your personal data blocked, corrected or deleted at any time. Requests for information about your personal data and requests for correction, blocking or deletion thereof should be sent to: Data Protection Officer, Advancis Software & Services GmbH, Monzastraße 3, 63225 Langen, Germany, e-mail: dsb@advancis.de.
- 13.2 All requests for information, correction, blocking and deletion, as well as the revocation of consent to data collection, usage or processing must be sent to this contact information. You also have the right to lodge a complaint with the data protection supervisory authorities.
- 13.3 You can revoke your consent to the processing of your personal data at any time with effect for the future.

- 13.4 You have the right to submit an objection, for reasons related to your specific situation, at any time against the processing of personal data related to you that takes place based on Art. 6 para. 1 sent. 1(e) GDPR (data processing in the public interest) and Art. 6 para. 1 sent. 1(f) GDPR (data processing based on legitimate interests); this also applies to profiling based on this provision within the meaning of Art. 4 No. 4 GDPR.
- 13.5 In some cases, we process your personal data for direct advertising purposes. You have the right to object to the processing of your personal data for direct advertising purposes at any time; the same applies to profiling insofar as it is connected with such direct advertising.
- 13.6 If you object to the processing of your personal data for direct advertising purposes, your personal data will no longer be processed for this purpose.
- 13.7 If you submit an objection, we will no longer process your personal data unless we can demonstrate compelling legitimate grounds for the processing that outweigh your interests, rights and freedoms, or unless the processing is required for the assertion, exercise or defense of legal claims.
- 13.8 The objection can be made informally and directed to the contacts indicated above.

14 Obligation to Provide Data and Possible Consequences of Not Providing Data

Within the context of our business relationship, you are required to provide the personal data necessary to initiate and conduct a business relationship and to fulfil the contractual obligations associated therewith, as well as the personal data we are required to collect by law. Without this data, we are generally not in a position to conclude the contract with you or to execute it.

15 Existence of Automated Decision-Making Including Profiling

Essentially, we never use automatic decision-making pursuant to Art. 22 GDPR to initiate and conduct the business relationship. If we use these procedures in individual cases, we will inform you about this separately if required to do so by law.

16 Data Security

- 16.1 We protect your information using modern security systems and comply with data protection and security regulations within the framework of the GDPR.
- 16.2 We maintain up-to-date technical measures to ensure data security, especially in relation to protecting your personal data against risks during data transmission and unintended disclosure to third parties. These measures are updated constantly in line with the current state of the art.