

A) General Terms and Conditions of Delivery and Software No. of the ZVEI

1.1 Validity of ZVEI

Generally, for deister the **General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry (Grüne Lieferbedingungen – GL)** (hereinafter referred to as "GL") and the **Software Clause for the Provision of Standard Software Forming an Integral Part of Supplies** (hereinafter referred to as "SGL") of the ZVEI apply. The GL and the SGL apply in their in each case current versions as published by the ZVEI.

1.2 Conflicts

Notwithstanding the GL and SGL, the following provisions of deister shall apply. Letter B) contains amendments to the GL and letter C) contains amendments to the SGL.

1.3 Overlaps with deister's General Terms and Conditions

To the extent individual provisions of the GL or SGL overlap with provisions of these amended General Terms and Conditions of deister or are regulated twice, these GTC shall take precedence.

1.4 Definitions

deister is referred to as "**deister**" or "**Supplier**" in these GTC. The contractual partner is referred to as "**Customer**" or "**Purchaser**". These General Terms and Conditions of deister electronic GmbH in their entirety, including points A) – E), are hereinafter referred to as "**GTC**".

B) Amendments to the GL of ZVEI by deister

Article I: General Provisions

1. In addition to Art. I, No. 1, sentences 4 and 5 are added: Sentence 4: The Supplier objects to deviations from and additions to the GL, in particular other terms and conditions. Sentence 5: Amendments or additions to these GL must be made in writing (§ 126 BGB).
2. Instead of Art. I, No. 3, the following shall apply: The Customer has the non-exclusive right to use standard Software, firmware, apps, services, including cloud services, and all types of Software (hereinafter referred to as "**Software**") with the agreed performance characteristics in unmodified form on the agreed devices. Without express agreement, the Customer may only make one backup copy of the Software. In all other respects, the provisions of the "Software Clause for the Provision of Standard Software Forming an Integral Part of Supplies" attached under letter B shall apply in addition to the transfer of Software, which shall take precedence if and to the extent that they are more specific or identical in content.
3. In addition to Art. I of the GL, the following No. 6 applies: The Supplier's offers are subject to change and non-binding. The Customer's order is considered an offer in the legal sense, which the Supplier accepts by confirming the order or by executing the delivery in accordance with the order. In the event of order confirmation containing changes, these changes are considered accepted at the latest upon receipt of the delivery by the Customer.

Article II: Prices, Terms of Payment and Set-Off

1. Instead of Art. II, No. 1, the following shall apply: Prices are ex works plus packaging and transport plus the applicable statutory value added tax.
2. Instead of Art. II, No. 3, the following shall apply: Invoices are due for payment immediately upon receipt without any deductions. Payments shall be made free of charge to the Supplier's paying agent.
3. Instead of Art. II, No. 4, the following shall apply: The Customer shall only be entitled to offset or withhold payment if its counterclaim is undisputed or has been legally established.
4. The following additional No. 5 shall apply to Article II of the GL: All deliveries by deister are made in accordance with Incoterm CPT (Carriage Paid To), unless expressly agreed otherwise.
5. The following additional No. 6 shall apply to Article II of the GL: Payments must be made to the accounts specified in the invoice. Cheques are only accepted on account of performance (*erfüllungshalber*),

whereby only the crediting of the cheque amount without any reservations shall be deemed contractual payment.

6. The following additional No. 7 shall apply to Article II of the GL: In the case of partial deliveries, partial invoices may be issued in accordance with the scope of the partial delivery.
7. The following additional No. 8 shall apply to Article II of the GL: In the case of partial payments, all outstanding invoice amounts shall become due for payment if the Customer is more than one week in default of payment with an invoice amount.
8. The following additional No. 9 shall apply to Article II of the GL: If the Customer is in default of payment, the Supplier is entitled to make all deliveries still outstanding at that time only against advance payment or the provision of a letter of credit. Until the advance payment or the letter of credit has been received, the Supplier is entitled to refuse all deliveries.
9. The following additional No. 10 shall apply to Article II of the GL: Unless otherwise agreed, payments shall be made in euros. Changes in currency exchange rates shall not affect the price quoted in euros and the payment obligation. Customs duties, fees, charges and any taxes arising from the execution of the contract shall be borne by the Customer.
10. The following additional No. 11 shall apply in Article II of the GL: The Supplier reserves the right to adjust prices in commercial transactions to the extent that price factors beyond the Supplier's control, e.g. price increases or reductions for raw materials or prices from suppliers, increase or decrease after the contract has been concluded. In this way, the Supplier shall only pass on the actual proportionate price increases or price reductions. Irrespective of this, the Supplier also reserves the right to adjust prices in commercial transactions to the extent that employee costs increase or decrease to an extent appropriate to the market.

Article III: Retention of Title

1. In addition to Art. III of the GL, the following No. 9 applies: If the Customer is based outside the Federal Republic of Germany, a retention of title shall be deemed to have been agreed in accordance with the relevant property law applicable at the Customer's place of business, or respectively, at the place of delivery. If any formal steps are necessary in this context, the Customer shall inform the Supplier thereof and, if necessary, cooperate in the proper fulfilment of these steps in order to agree on an effective retention of title. If the Customer fails to do so, it shall be liable for damages.

Article IV: Time for Supplies; Delay

1. Instead of Art. IV, No. 2 a), the following shall apply: If the failure to meet the deadlines is due to
a) force majeure, e.g. mobilisation, war, acts of terrorism, riots, pandemics, unforeseeable operational disruptions, significant shortages of raw materials or similar events (e.g. strikes, lockouts), the deadlines shall be extended accordingly.
2. Instead of Art. IV, No. 3, Sentence 3, the following shall apply: The Purchaser may only withdraw from the contract within the framework of the statutory provisions if the delay in delivery is at least due to significant fault on the part of the Supplier in accordance with the respective contract content and these GTC.
3. In addition to Article IV of the GL, the following No. 7 shall apply: Delivery dates and deadlines are non-binding unless expressly designated as fixed dates. The Supplier's delivery obligation to the Customer is subject to the timely delivery of the necessary supplies by third parties to the Supplier. The Supplier shall only be liable for delayed delivery by third parties to the Supplier and the corresponding delay in delivery to the Customer if the Supplier itself is significantly at fault for the delay. Any promised delivery times shall be extended accordingly, unless the Supplier can reasonably (*zumutbar*) be expected to provide a replacement delivery at short notice. If the delivery of preliminary products fails completely, the Supplier shall be entitled to withdraw from the contract, provided that the Customer is notified of the delivery impediment without undue delay (*unverzüglich*) after the Supplier becomes aware of the impediment.

Article V: Passing of Risk

1. Instead of Art. V, No. 1, the following shall apply: If the Customer bears the transport costs, as well as in the case of carriage paid delivery, the risk shall pass to the Customer as follows:
 - a) in the case of delivery without installation or assembly, when it has been brought or collected for dispatch or transport by a transport company and, in the case of delivery to the Customer by the Supplier itself, when it is delivered to the Customer; at the request and expense of the Customer, the delivery shall be insured by the Supplier against the usual transport risks;
 - b) in the case of delivery with immediate installation or assembly by the Supplier, on the day of acceptance in its own operations or, if agreed, after successful trial operation. If installation or assembly is commissioned or carried out at a later date, the installation or assembly shall be deemed to be a separate order, so that the passing of risk shall be governed by lit. a) independent of the assembly;
 - c) upon delivery to the Customer, if the Supplier has taken out transport insurance.

Article VI: Assembly and Erection

1. Instead of Art. VI, No. 5, the following shall apply: If and to the extent that a third party carries out the assembly at the Customer's premises on behalf of the Supplier, the Customer shall without undue delay (*unverzüglich*), at least once a week, certify to the Supplier the duration of the actual working time of the assembly personnel as well as the completion of the installation, assembly and the time of commissioning.
2. Instead of Art. VI, No. 6, the following shall apply: If the Supplier requests acceptance of the delivery after completion, the Customer shall carry this out without undue delay (*unverzüglich*). Acceptance shall be deemed to have taken place if the Customer does not carry out acceptance without undue delay (*unverzüglich*) or if the delivery has been put into use - if applicable after completion of an agreed test phase.

Article VII: Receiving Supplies

Instead of the provision in Art. VII, the following shall apply: The Customer may not refuse to accept or approve deliveries due to minor defects.

Article VIII: Defects as to Quality; Warranty, Quality

The heading of Article VIII shall be supplemented by the terms 'Warranty' and 'quality'.

1. The following sentence shall be added before Article VIII, No. 1: The Supplier shall be liable for defects as to quality ("Sachmängel", hereinafter referred to as "Defects",) as follows: The Customer shall receive a one-time warranty period of 12 months from the conclusion of the contract for Software. Additional services can be purchased, e.g. by purchasing the Software Care Plan (further provisions in Section D) of these GTC.
2. Instead of Art. VIII, No. 5, the following shall apply: The Customer is obliged to inspect the deliveries and carry out random functional tests. The Customer must notify the Supplier about any complaints about defects in writing without undue delay (*unverzüglich*) and undertakes to provide comprehensible reasons regarding the complaints about defects. If defects are not reported and justified in a timely manner, the Customer shall lose its warranty rights. In all other respects, Section 377 of the German Commercial Code (HGB) shall apply in addition.
3. Instead of Art. VIII, No. 7, the following shall apply: The Supplier shall be given the opportunity to subsequently perform (*Nacherfüllung*) within a reasonable period of time. The Supplier shall be entitled to make up to three attempts at subsequent performance (*Nacherfüllung*) or replacement, unless this causes unreasonable inconvenience (*beeinträchtigt unangemessen*) to the Customer. The Supplier shall have the right to choose between the types of subsequent performance. If a delivery has a defect as to quality in whole or in part and this cannot be repaired or cannot be repaired at economically reasonable expense, the Supplier may, at its discretion, issue a credit note instead of subsequent performance or a new delivery.
4. In addition to Article VIII of the GL, the following No. 13 shall apply: The Supplier shall not be liable for the delivery or the Software

complying with the statutory provisions or approvals applicable at the place of delivery, in particular with regard to product safety or environmental protection, unless the Supplier has expressly agreed this with the Customer. This shall not apply insofar as this clause would derogate from mandatory law, such as the German Product Liability Act (*ProdHaftG*) for example.

5. In addition to Article VIII of the GL, the following No. 14 shall apply: If and to the extent that the Supplier installs third-party products, it shall only be liable to the Customer for proper installation and for defects as to quality of the delivery in accordance with this Article VIII. Any liability for the technical suitability for use and the functionality and scope of functions of third-party products is excluded.
6. In addition to Article VIII of the GL, the following No. 15 shall apply: The information in the offers or order confirmations shall be decisive for the quality of deliveries. Suitability for the contractually stipulated purpose shall only be owed if the Supplier expressly agrees to this, provided that the last contract in the supply chain is not a consumer goods purchase (*Verbrauchsgüterkauf*). The presentation of deliveries in catalogues or other representations is for illustrative purposes only.
7. In addition to Article VIII of the GL, the following No. 16 shall apply: Essential product characteristics that entitle the Customer to withdraw from the contract in the event of a warranty claim are only those that are designated as warranted characteristics (*zugesicherte Eigenschaft*).
8. In addition to Article VIII of the GL, the following No. 17 shall apply: The compatibility of the Supplier's contractual deliveries with the Customer's existing technical solutions is only owed if expressly agreed. Without an express order from the Customer, the Supplier is not obliged to check the Customer's specifications for technical consistency.

Article IX: Industrial Property Rights and Copyrights; Defects in Title

1. Instead of Art. IX, No. 1, the following shall apply: Unless otherwise agreed, the Supplier is obliged to deliver only in the country of the agreed place of delivery and only if this is possible without infringing the industrial property rights and copyrights of third parties (hereinafter referred to as "**Property Rights**"). If a third party asserts justified claims against the Customer due to the infringement of Property Rights by deliveries made by the Supplier and used in accordance with the contract, and these claims are not within the sphere of influence of the Customer, the Supplier shall be liable to the Customer within the period specified in Article VIII No. 3 and in accordance with No. 4 as follows:
 - a) At its discretion, the Supplier shall, at its own expense, either obtain a right of use for the deliveries in question, or modify the deliveries in such a way that the Property Rights are not infringed, or replace them, provided that this is reasonable for the Customer. If this is not possible for the Supplier under reasonable conditions, the Customer shall be entitled to the statutory rights of withdrawal or reduction.
 - b) The Supplier's obligation to pay damages shall be governed by Art. XII.
 - c) The above obligations of the Supplier shall only apply if the Customer informs the Supplier without undue delay (*unverzüglich*) in full and in writing of the claims asserted by the third party, does not acknowledge any infringement and reserves all defence measures and settlement negotiations for the Supplier. If the Customer ceases to use the delivery for reasons of mitigation of damages or other important reasons, it shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of Property Rights.
2. Instead of Art. IX, No. 2, the following shall apply: Claims by the Customer are excluded if he is responsible (*zu vertreten haben*) for the infringement of Property Rights. This also applies if the claims result from circumstances whose causes originate in the sphere of the Customer.
3. Instead of Art. IX, No. 3, the following shall apply: Claims by the Customer shall also be excluded if the infringement of Property Rights is caused by special specifications of the Customer, by a use that was not foreseeable or not agreed by the Supplier, or by the fact that the

delivery was modified by the Customer or used together with products not supplied by the Supplier.

- In addition to Article IX of the GL, the following No. 7 shall apply: The Customer is prohibited from reproducing goods or items delivered to it that were the subject of deliveries or from participating directly or indirectly in the reproduction of such goods or items. The Customer is also prohibited from distributing reproduced goods or deliveries directly or indirectly. These obligations shall apply regardless of whether any industrial Property Rights exist in favour of the Supplier. For each case of infringement, the Customer shall forfeit a contractual penalty of 10,000 EUR, whereby the Supplier reserves the right to assert further claims for damages. The contractual penalty shall not be offset against claims for damages.
- In addition to Article IX of the GL, the following No. 8 applies: The Software provided to the Customer may only be used by the Customer for the purposes described. Any transfer to third parties or making it accessible to third parties is prohibited. This does not apply to external IT service providers if and to the extent that the Customer grants them access to the Software provided for the purposes of commissioning, maintaining and operating the system for the purpose of fulfilling the IT service provider's contract with the Customer. The Customer guarantees to the Supplier that the IT service providers will comply with the Software licence(s) granted by the Supplier to the Customer and will not reproduce, install multiple copies of and/or use the Software for their own purposes beyond the specified purposes.

Article X: Conditional Performance

In addition to Art. X, No. 2, a second sentence is added: The Customer is also obliged to cooperate in the processing of the order and must provide all information and other assistance necessary for the execution of the order.

Article XII: Other Claims for Damages

In addition to Art. XII, No. 2, a third sentence is added: Liability for consequential damages (*Mangelfolgeschäden*) and lost profits is excluded. Liability for reimbursement of expenses is excluded.

Article XIV: Severability Clause

Instead of the provision in Article XIV, the following shall apply: Should individual provisions of this contract be invalid or unenforceable, this shall not affect the validity of the contract as a whole. The invalid or unenforceable provision shall be replaced by a legally permissible and enforceable provision that comes closest to the intended economic result. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

In addition, the following additional Article XV, Article XVI, Article XVII, Article XVIII and Article XIX are added:

Article XV: Liability

In addition to Article XII in particular, the following liability provisions shall apply.

- deister shall only be liable under this contract in cases of intent or gross negligence. deister shall not be liable for damage resulting, for example, from the failure to repair or incorrectly repair and maintain the Customer's hardware and not caused by a defect in the Software, for indirect damages and for damages resulting from any interruption of operations due to a defect in the Software, malfunction or delay in installation and remote maintenance support.
- Any liability claims are excluded for any damage or consequential damages (*Mangelfolgeschäden*) caused by improper handling by the Customer, e.g. to the hardware or faulty Software or Software belonging to the Customer infected by computer viruses.
- deister shall not be liable for lost profits, lost saving of costs, damages arising from third-party claims and other indirect consequential damages, or for the loss of data and programmes. Furthermore, deister shall not be liable, regardless of the legal basis, for damages resulting from negligent breach of contractual or statutory obligations by vicarious agents (*Erfüllungsgehilfen*), to the extent permitted by law.

- Liability on the part of deister for property damage and financial loss (*Vermögensschäden*) is excluded if and to the extent that the Customer or a third party commissioned by the Customer caused the error that led to the damage, in particular by performing updates improperly or incorrectly. Furthermore, liability is excluded if the Customer has detected or could have detected an error and has not reported this error to deister without undue delay (*unverzüglich*) in accordance with the contract. The same applies if the Customer has not without undue delay (*unverzüglich*) enabled deister to remedy the reported error after reporting it.
- Liability on the part of deister for property damage and financial loss (*Vermögensschäden*) is also excluded if, at the time the damage occurred, the Customer was in arrears with the installation of available updates and deister did not cause the damage through at least gross negligence.
- If the Customer wants to ensure that they receive all available bug fixes, it must install the latest available Software versions. The availability of all bug fixes is not guaranteed in older versions of the Software, even if older versions of the Software are still available for download in the deisterDashboard.
- This limitation of liability does not apply to liability for life, body and health, which remains unaffected to the extent required by mandatory statutory provisions.

Article XVI: Sub-licence agreement for the use of third-party Software or technologies

- The Supplier implements and uses Software and/or technologies (hereinafter collectively referred to as "**Third-Party Technologies**") from various companies (hereinafter collectively referred to as "**Third-Party Providers**") in some of its products.
- The Supplier is only responsible for the proper implementation of the Third-Party Technologies in accordance with the specifications of the Third-Party Providers. The Supplier is not responsible for the functionality and scope of functions of the Third-Party Technologies, in particular in the following cases:
 - Incorrect or incomplete documentation/information from Third-Party Providers for the implementation of Third-Party Technologies
 - Technical errors in the Third-Party Technology caused by the Third-Party Provider, or
 - Inability of the Third-Party Provider to make the Third-Party Technology available technically, organisationally or in a timely mannerLiability claims and claims for damages by the Customer due to malfunction of Third-Party Technologies are excluded.
- The Customer is obliged to check the legal framework conditions before purchasing and using the Supplier's deliveries and Software and to ensure that there is no violation of local law at the installation site of any kind. The Customer is liable and responsible for claims for damages in the event of legal violations and infringements of usage or protection rights of Third-Party Technologies.
- The burden of proof for the malfunction of a Third-Party Technology implemented in a delivery from the Supplier lies with the Supplier. However, the Supplier reserves the right to charge the Customer for the costs incurred in investigating the source of the error if it turns out that the error was not caused by the delivery or the faulty implementation of the Third-Party Technology by the Supplier, but was caused by the Third-Party Provider, or that there was no error at all.

Article XVII: Webshop

- Products and Software purchased via the web shop are also subject to these GTC.
- The same terms and conditions of purchase and payment agreed with the Customer also apply to purchases made via the web shop.

Article XVIII: Confidentiality

1. The Customer is obliged to maintain confidentiality with regard to all information provided to the Customer by the Supplier and not to pass this information on to third parties or make it accessible to them. This obligation also applies if information that constitutes a trade secret is not marked as confidential.
2. For each case of violation of this confidentiality agreement, the Customer undertakes to pay a contractual penalty of 10,000 EUR. The right to assert claims for damages remains reserved. This contractual penalty shall not be offset.

Article XIX: Miscellaneous

1. The business relationship between the Customer and the Supplier shall be governed exclusively by German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention/CISG) is excluded.
2. If contractual documents are drawn up in several languages, the German language version shall always be authoritative in German-speaking countries; only if there is no German version shall the English language version be decisive.
3. The Gregorian calendar shall apply for the purposes of determining dates. The local time applicable at the Supplier's place of business shall be decisive, taking into account summer and winter time.
4. No verbal side agreements have been made.

C) Software Clause for the Provision of Standard Software Forming an Integral Part of Supplies

3. Rights to Use

Instead of the provisions in Section 3 (e), (f), (h), (i) of the SGL, the following shall apply:

(e) The Customer may only make one copy of the Software, which may be used exclusively for backup purposes (backup copy). Beyond that, the Customer may only reproduce the Software within the scope of a multiple licence in accordance with No. 3 (j). Only as many backup copies of accompanying documents may be made as are necessary for use by the Customer's personnel, and these may not be reproduced, translated, modified or publicly reproduced.

(f) Except in the cases specified in Section 69e of the Copyright Act (decompilation), the Customer is not entitled to modify, reverse engineer, disassemble, translate or extract parts of the Software. The Customer may not remove alphanumeric and other identifiers from the data carriers and must transfer them unchanged to each backup copy.

(h) For Software for which the Supplier only has a derived right of use and which is not open source Software (third-party Software), the terms of use agreed between the Supplier and its licensor shall apply in addition to and take precedence over the provisions of this No. 3, insofar as they concern the Customer (e.g. end user licence agreement); the Supplier informs the Customer about these and makes them available to the Customer before the contract is concluded.

(i) For open source Software, the terms of use to which the open source Software is subject shall take precedence over the provisions of this No. 3. The Supplier shall only disclose or make the source code available to the Customer to the extent permitted by the terms of use of the open source Software. The Supplier shall inform the Purchaser of the existence and terms of use of any open source Software provided and shall make the terms of use available to the Purchaser or, if required by the terms of use, provide them to the Purchaser.

In addition to No. 3 of the SGL, letters (k) and (l) are added:

(k) In the event of a culpable breach of the above obligations by the Customer or of the provisions of the licence by the Customer, the Supplier may claim damages. These shall amount to a lump sum of 10,000 EUR for each case of breach, unless the Supplier can prove that the damages were greater. The Customer, on the other hand, reserves the right to prove to the Supplier that no damage or only minor damages have incurred.

(l) The Software provided to the Customer may only be used by the Customer for the purposes described. Any transfer to third parties or making it accessible to third parties is prohibited. This does not apply to external IT service providers if and to the extent that the Customer grants them access to the Software provided for the purposes of commissioning, maintaining and operating the system for the purpose of fulfilling the IT service provider's contract with the Customer. The Customer guarantees to the Supplier that the IT service providers will comply with the Software licence(s) granted by the Supplier to the Customer and will not reproduce, install multiple copies of and/or use the Software for their own purposes beyond the specified purposes.

6. Defects as to Quality

1. Instead of the provision in No. 6 (1) (f) of the SGL, the following shall apply: (f) If the Software has a material defect, the Supplier shall first be given up to three opportunities to remedy the defect within a reasonable period of time. The Supplier shall have the right to choose between the types of subsequent performance. If a delivery has a material defect in whole or in part and this cannot be repaired or cannot be repaired at economically reasonable expense, the Supplier may, at its discretion, issue a credit note instead of subsequent performance or a new delivery.
2. The following additional letter (k) applies to No. 6 (1) of the SGL: (k) The Software Care Plan applies to Software that is used in accordance with the contract on the intended systems with the intended operating Software. A warranty for material defects is excluded if and to the extent that the Customer uses hardware and/or other Software that is not intended for use with deister Software. This also applies in the event of hardware obsolescence.

D) Supplementary special provisions when ordering the Software Care Plan

1. Subject Matter of the Software Care Plan

Depending on the configuration of the system, deister provides all or some of the following digital products:

- "Commander Connect" is management Software for a specific type of hardware. It is used for user management, rights settings, device configuration and report generation. Commander Connect can be expanded with function modules and interfaces in terms of functionality or compatibility with third-party systems.
- Various apps from deister for iOS and Android, which communicate with the Commander Connect Software and can extend its functionality or control the hardware devices in the system.
- Firmware in the corresponding deister devices that supports the functions of the devices and connection to the Commander Connect Software.
- Cloud services through which the various deister devices communicate with the Commander Connect Software, with the apps, or with each other, and/or
- Configuration Software for adjusting device settings, installing updates and putting devices into operation.

Regular updates and upgrades (hereinafter referred to as "Updates") are available for all 5 products listed (hereinafter collectively referred to as "SCP Products"). The provisions in this Section D concern the provision of Updates by the hardware and Software manufacturer deister in order to enable the optimal functionality of the SCP Products during the lifetime of the products. The SCP Products themselves are not part of the Software Care Plan and are ordered separately in addition to the Software Care Plan. deister will not provide separate bug fixes for old Software versions, but will provide a new and revised Software version containing bug fixes for the previous version, including all necessary improvements and Updates.

When ordering the Software Care Plan, no support or other maintenance services are provided for SCP Products. Maintenance and support must be defined individually and agreed upon in a separate service contract. To ensure smooth operation, appropriate response times and the installation

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of Updates, deister recommends commissioning by a deister-trained business partner or participation in training courses offered by deister. Any third-party Software, firmware, apps, cloud applications, products, etc. are not included in the Software Care Plan.

2. Ordering the Software Care Plan

The Software Care Plan is ordered by accepting an offer from deister. The Software Care Plan is therefore agreed as soon as the Customer declares acceptance of the offer in text form (email is sufficient and preferred), without further order confirmation by deister. Acceptance is made by email to careplan.de@deister.com or by replying to the email address from which the offer was sent. When accepting, reference shall be made to the Customer number, system ID or Software Care Plan ID, if possible.

3. Term

- 3.1 The Software Care Plan is always purchased for a calendar year. It begins upon acceptance of the offer from deister, regardless of the time of order within the calendar year (1 January – 31 December), and always ends at the end of the calendar year. The Customer receives an annual offer to purchase the Software Care Plan for the following calendar year.
- 3.2 The Software Care Plan grants the right to access all Updates for SCP Products published during the current calendar year, including Updates published before the start of the Software Care Plan.

4. Download

- 4.1 The Updates of the Software Care Plan and – if ordered separately – other SCP Products are available for download in the deisterDashboard (www.dashboard.deister.com), to which the Customer receives access by sending login details when ordering Software Commander Connect and registering as a user there.
- 4.2 The Updates are available for download after payment of the price.

5. Price

- 5.1 The price of the Software Care Plan is listed in the respective offer from deister.
- 5.2 If the Software Care Plan is not purchased directly together with the Commander Connect Software or within the warranty period for the Commander Connect Software, the price of the Software Care Plan is a flat rate of three times the price valid in the year of purchase. This triple price also applies (regardless of the warranty period for the Commander Connect Software) in the year of re-purchase if the Software Care Plan is suspended for one calendar year and then purchased again.
- 5.3 The price of the Software Care Plan for the respective products of the system is determined based on the respective system size and the applicable list prices of deister valid at the time of the respective purchase of the Software Care Plan. The system size is determined based on the footprint file or the Software licence of the Commander Connect Software, whichever is closest to the actual total list price of the system.
- 5.4 If the Customer does not maintain the Software Care Plan continuously after purchasing the Software, or does not perform regular Updates, increased support costs may be incurred when setting up the hardware to meet the technical requirements of the updated Software in order to remain compatible, especially in the case of older hardware or Software. This additional support effort is not included in the price of the Software Care Plan and will be invoiced separately.

6. Services and Conditions

- 6.1 At deister's discretion, deister will provide the Customer with Updates to the Software approximately twice a year in the form of a file for download on the download portal listed in No. 4 "Download" and will inform the Customer of the availability of the Updates.
- 6.2 The Updates may contain improvements to the functions included in the Software resulting from the further development of the standard version of the Software, as well as new functions, so-called upgrades, but may also include adaptations of the Software to legal requirements or new operating systems, as well as the elimination of errors in the Software.

- 6.3 Updates are only provided for Software for which the Customer has legally purchased a corresponding licence and which is used for the supported hardware.
- 6.4 Updates for embedded Software (firmware) are also provided by deister for all connected hardware devices after scanning by the so-called footprint tool.
- 6.5 deister determines the content and frequency of Updates at its own discretion. In particular, the Customer has no claim to the inclusion of additional functionalities and Software enhancements for the supported hardware.
- 6.6 Bug fixes during the warranty period are carried out exclusively by providing the new Software Update version.

7. Granting of Rights

The same rights of use apply to all Updates as to the originally purchased Software in accordance with these GTC.

8. Customer's Obligation to Cooperate

- 8.1 The Customer is obliged to download the Updates for their Software from the deisterDashboard download platform themselves and to carry out the installation themselves or to commission a third-party company to do so. Preferably, the aforementioned company should be a business partner trained by deister who has been instructed in Software installation and firmware Updates.
- 8.2 The Customer must treat their access data as confidential and protect it from access by unauthorised third parties. The Customer must inform deister without undue delay (*unverzüglich*) if they suspect unauthorised access or if unauthorised access has been successful.
- 8.3 Before installing an Update, the Customer is obliged to back up their data themselves and to test the Update before it is used in live operation.
- 8.4 If errors occur in connection with an Update, the Customer is required to clarify the causes of the error with their maintenance contract partner. The Customer shall document the error found in a comprehensible manner, describing the context in which the error occurred, and shall without undue delay (*unverzüglich*) provide deister with this documentation in text form. If the error is attributable to the Update, deister reserves the right to rectify the error or replace it with a new Update. In this case, deister may attempt to rectify the error up to three times.
- 8.5 The Customer is required to keep its Software up to date for its own protection and to install Updates in the live system after completing an appropriate test phase. Failure to use Updates does not release the Customer from their obligation to pay.
- 8.6 A so-called footprint tool is part of the Software delivery. Updates require deister to adapt it to the existing hardware and installed Software. The Customer shall therefore install the footprint tool and provide deister with the xml-information file generated by it.

9. Liability

For clarification: Article XV: Liability also applies to the Software Care Plan.

10. Warranty

Updates do not extend the warranty period for the original Software. The Customer is only granted a further warranty period for the current Update.

11. Final provision, competition

The provisions under this point D) shall apply primarily to the Software Care Plan, supplemented by the other provisions of these GTC. In the event of contradictions, the provisions under this point D) shall take precedence.

E) Provisions of the sublicense agreement for the use of Apple technology

1. **Sublicense agreement for the use of Apple technology if Apple technology is used**
 - 1.1. This sublicense agreement grants the Customer a personal, non-transferable and non-exclusive right to use the Apple specifications only within the restrictions set out in this agreement and subject to the same limitations of liability and warranty disclaimers as set out in this Agreement. "**Apple Specifications**" means the most current versions of the ECP 2.0 Specification and any additional documentation or specifications provided by Apple under a licence for use by the Licensee in connection with a Licensed Product, as amended from time to time by Apple.
 - 1.2. The Purchaser acknowledges in this Sublicense Agreement that ownership of all intellectual Property Rights relating to or contained in the Apple Specifications shall remain with Apple.
 - 1.3. This Sublicense Agreement expressly prohibits the Purchaser from using the Apple Specifications in connection with any product that is not an Apple-branded product.
 - 1.4. Each Purchaser acknowledges and agrees that this Sublicense Agreement does not give the Purchaser the right to use the Apple Specifications to develop, market or distribute any software program or pass designed for use with an Apple-branded product, unless they have obtained a separate licence to secure such rights directly from Apple at <https://developer.apple.com>
 - 1.5. The Purchaser acknowledges and agrees that Apple and its affiliates are third-party beneficiaries of the Sublicense Agreement and that, upon the acceptance of the Sublicense Agreement by the Purchaser, Apple will have the right (and will be deemed to have accepted that right) to enforce the Sublicense Agreement against the Customer as a third party beneficiary thereof. The Purchaser is obliged to base the agreements with its end Customers and/or sub-distributors for Apple specifications on the provisions of this Section E).

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