General Terms and Conditions

Table of contents

Chapter 1: Terms of Use

1.   Applicability; Scope of the Confirmed Order

1.1.   Essentry Inc. ("**Contractor**") operates the System, as defined in Chapter 2, Section 2. These general terms and conditions ("**General Terms and Conditions**") together with the terms of the respective offer as confirmed in writing ("**Confirmed Order**") by the client of Contractor ("**Client**") govern the access and use of the System and related services as more fully described in Chapter 2, Section (the "**Services**") by Client and its Users (as defined below). These General Terms and Conditions and the applicable Confirmed Order shall hereinafter be referred to as the "**Contract**".

1.2.   Subject to and conditioned on Client's payment of the Fees (as defined below) to Contractor and compliance with the Contract, Contractor hereby grants to Client a revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the System during the Term, solely for use by Client and the Users (as defined below).

1.3.   During the term of the Contract, Contractor shall make the System available to Client in the version set forth in the Confirmed Order and pursuant to the terms of the Contract. The functions, system environment, and availability of the System are described in more detail in Chapter 2: Service description.

1.4.   Contractor may further develop the Software at any time in its sole discretion. Within a reasonable time for Contractor, Contractor shall make the upgraded version of the Software, if any, available to Client. As Contractor develops the Software, Contractor shall use commercially reasonable efforts to avoid material reduction of the scope of functions of the Software as they existed in the version set forth on the Confirmed Order. "**Software**" shall have the meaning assigned to it in Chapter 2 Section 2.

1.5.   Client acknowledges and agrees that the System is not suitable or intended for securing rooms, controlling access, or preventing unauthorized persons from entering the rooms. Client shall be responsible to provide its Users with adequate information on the System, its limitations and any instructions, directions, or recommendations from Contractor with respect to the use of the System. Without limiting anything in the Contract, Client shall be solely responsible for the security of its rooms.

1.6.   The risk of loss of all components of the System shall pass to Client upon delivery to Client pursuant to the shipping terms on the applicable Confirmed Order.

2.   Client's Obligations

2.1.   In addition to other obligations set forth elsewhere in the Contract, Client shall:

2.1.1.   only use the Software via the Internet, a web browser and the programs, and interfaces provided by Contractor on Client's premises as set forth in the Confirmed Order;

2.1.2.   set up its own processes to prevent unauthorized access with or without the use of the System (including but not limited to the time when the System or any portion thereof is unavailable);

2.1.3.   keep the access data to the System confidential and not pass it on to any other person but Users who have a need to know to enable Client to use the System and are bound to comply with the terms of the Contract. Client shall inform Contractor immediately if it suspects that unauthorized persons have obtained access data or are using the System;

2.1.4.   cooperate with Contractor in all matters relating to the System and related Services and provide such access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by Contractor, to enable Contractor to perform its obligations under the Contract;

2.1.5.   respond promptly to any Contractor request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform its obligations under the Contract; and

2.1.6.   provide such Client materials or information as Contractor may reasonably request to perform under the Contract in a timely manner and ensure that such Client materials or information are complete and accurate in all respects.

2.2.   Client shall not:

2.2.1.   copy, modify, or create derivative works or improvements of the System or any portion thereof;

2.2.2.   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the System, related Services, or any portion thereof;

2.2.3.   reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

2.2.4.   bypass or breach any security device or protection used by the System other than by a User through the use of his or her own then valid access credentials;

2.2.5.   input, upload, transmit, or otherwise provide to or through the System or related Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code;

2.2.6.   damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the System or any related Service, in whole or in part;

2.2.7.   remove, delete, alter, or obscure any trademarks, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the System or related Services, including any copy thereof;

2.2.8.   access or use the System and related Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any applicable law;

2.2.9.   access or use the System and related Services for purposes of competitive analysis;

2.2.10.   access or use the System and related Services in any way that violates the Contract, exceeds the scope of authorization granted thereunder, or for any purpose or in any manner that is unlawful or prohibited.

3.   Subcontractor

3.1.   Contractor may transfer, in its sole discretion and without consent from Client, the performance of the Services to subcontractors. Contractor shall be responsible for the acts and omissions of such subcontractors.

4. Fee

4.1. The fee for the use of the System and related Services shall be the amount set forth on the Confirmed Order (the "**Fee**"). The Fee shall be exclusive of any sales or use tax, or any other applicable federal state or foreign taxes, duties, levies or charges of any kind in any jurisdiction in connection with the grant of access to the System and performance of related Services, unless otherwise agreed upon by the parties in writing. Contractor shall issue to Client an invoice for the Fee in advance for 12-month periods, unless the parties agree otherwise. The Fee shall be due and payable within fourteen (14) days after the date of the invoice.

4.2. Contractor may adjust the Fee for every immediately following 12-month period by an amount by which the Consumer Price Index of the Federal Statistical Office has changed during the previous 12 months.

4.3. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

4.4. If Client fails to make any payment when due, without limiting Contractor's other rights and remedies, Contractor may suspend Client's and its Users' access to the System until such amounts are paid in full.

5. Contract term

5.1. The initial term of the Contract shall be as set forth in the applicable Confirmed Order (the "**Initial Term**"). The Initial Term shall automatically renew for the same duration as the Initial Term but not less than 12 months (each renewal term, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term or earlier terminated by Contractor pursuant to Section 5.2. below.

5.2. Contractor may terminate the Contract or any Confirmed Order (i) for any or no reason by giving Client written notice at least one (1) month prior to the end of the then current Term (or any other applicable term on the Confirmed Order), (ii) with immediate effect if Client fails to pay any amount when due under the Contract and fails to cure such delinquent payment within thirty (30) days upon receipt of written notice from Contractor, (ii) with immediate effect, if Client is in material breach of any representation, warranty, or covenant (other than the breach of Client's payment obligations) under the Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days following that party's receipt of notice of such breach, or (iii) if Client becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or under any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors, seeks reorganization, winding-up, liquidation, dissolution, or other similar relief with respect to it or its debts, applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property; or is generally unable to pay its debts as they become due; or (iv) if Client undergoes a change of control or significant change in its management or organization, or suspends or ceases all or a substantial part of Client's business.

5.3. Upon expiration or earlier termination of the Contract, Client shall immediately cease, and cause its Users to cease the use of the System and related Services. Any and all licenses granted to Client under the Contract shall immediately terminate. No expiration or termination will affect Client's

obligation to pay all Fees that have accrued on or prior to the effective date of expiration or termination.

5.4. Within fourteen (14) days after the expiration or termination of the Contract, or cancellation of a Confirmed Order, Client shall return to Contractor all Self-Service Kiosks (or in the case of a cancelled Confirmed Order such Self-Service Kiosk under the cancelled Confirmed Order) in good working order and in such condition in which Client received such Self-Service Kiosk (except for normal wear and tear), unless Contractor determines, in its sole discretion, that such return is no longer required. In the event Contractor determines that the Self-Service Kiosk does not meet the conditions set forth in this Section 5.4, Contractor may charge a fee to Client for the damages caused to the Self-Service Kiosk.

6. Intellectual Property Rights

6.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to the System and related Services and documentation are and shall remain in the exclusive ownership of Contractor or its licensors. In no event shall Client acquire any right, ownership, license, or authorization with respect to the System and related Services except as expressly set forth in the Contract. If Client acquires any Intellectual Property Rights in or relating to the System and related Services (including any rights in Contractor's trademarks), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned to Contractor, without further action by either party.

7. Confidential Information

7.1. From time to time during the Term, a party may disclose or make available (the "**Disclosing Party**") to the other party (the "**Receiving Party**") information about the Disclosing Party and its affiliates' business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure without violation of any confidentiality obligations by the Receiving Party or any third party; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (d) independently developed by the Receiving Party. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except for the Receiving Party's employees and agents who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Receiving Party shall first have given written notice to the Disclosing Party and made a reasonable effort to obtain a protective order; or (ii) to establish the Disclosing Party's rights under these General Terms and Conditions, including to make required court filings.

7.2. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Contract; (ii) not disclose or permit access to Confidential Information other than to its employees or agents who need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Contract; have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; (iii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; (v) ensure its employees and agents are in compliance with and be responsible and liable for any of its non-compliance with the terms of this Section.

7.3. On the expiration or termination of the Contract, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Confidential Information it received from the Disclosing Party, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. The Disclosing Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the expiration or termination of the Contract; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of Contract for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Representations and Warranties

8.1. Contractor hereby represents and warrants to Client that the System shall meet the specifications as agreed by the parties in the Confirmed Order and perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Contract (the "**Limited Warranty**").

8.2. The Limited Warranty shall be void if the alleged defect was caused by (i) Client's or a User's improper use, operation, handling, storage, maintenance, testing of the System or related Services, (ii) abnormal or unsuitable operating or environmental conditions, abnormal physical stress to which the System was exposed, (iii) any other use of the System or related Services contrary to any instructions, directions, or recommendations from Contractor to Client; (iv) use of any version other than the most current version of the Software or documentation delivered to Client (v) reconstruction, repair, modification or alteration by Client other than an authorized representative of Contractor, (vi) use of the System or related Services in combination with data, software, hardware, equipment, or technology not provided by Contractor or authorized by Contractor in writing; (vii) acts or omissions (including negligence) of Client, a User, or a third party following the grant of access to the System and/or Services to

Client; (viii) any testing or evaluation the System or related Services; or (ix) Force Majeure Event (as defined below).

8.3. EXCEPT FOR THE LIMITED WARRANTY AND THE AVAILABILITY OF THE BACKEND SYSTEM AS SET FORTH IN CHAPTER 2 OF THESE GENERAL TERMS AND CONDITIONS, THE SYSTEM AND RELATED SERVICES ARE PROVIDED BY CONTRACTOR TO CLIENT ON AN "AS IS" AND "AS AVAILABLE BASIS". CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND CONTRACTOR MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR RELATED SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8.4. If Client alleges a breach of the Limited Warranty other than a claim of unavailability of the Backend System (a "**Defect**" or, based on the context, "**Defective**"), Client shall report such claim to Contractor. Upon Contractor's inspection and verification of the Defect, and Contractor's confirmation that the Defect was not caused by any of the factors under 8.2, Contractor may, in its sole discretion and its expense, repair the Defect, replace the Defective portion of the System, or issue a refund of a portion of the Fee paid by Client to Contractor for such Defective portion of the System or Service. **Such remedies shall be Client's sole remedy and Contractor's sole liability for the breach of the Limited Warranty under the Contract.** For claims with respect to the unavailability of the Backend System, Section 5 of Chapter 2 of these General Terms and Conditions shall apply.

9. Limitations of Liability

9.1. IN NO EVENT WILL CONTRACTOR BE LIABLE UNDER OR IN CONNECTION WITH THE CONTRACT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT PRODUCTS OR SERVICES, OR (f) UNAUTHORIZED ACCESS BY A USER OR ANY THIRD PARTY INTO OR WITHIN THE PROTECTED BUILDING OR AREA OF CLIENT, IN EACH CASE REGARDLESS OF WHETHER CONTRACTOR AND ITS AFFILIATES WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

9.2. IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO

CONTRACTOR UNDER THE CONTRACT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

10. Indemnification

10.1. Contractor shall not be liable for, and Client assumes responsibility and shall indemnify, defend, and hold Contractor, its respective affiliates, officers, directors, employees, agents and representatives harmless for, any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (the "**Losses**") resulting from any third-party claim, suit, action, or proceeding arising from, related to, or in connection with Client's, a User's (i) negligence or willful misconduct; (ii) use of the System or related Services, or any portion thereof, in a manner not authorized or contemplated by the Contract, (iii) breach of any term of the Contract; (iv) any other event that would exclude or make the Limited Warranty void as set forth in Chapter 1, Section 8.2; or (v) violation of applicable laws, rules or regulations.

10.2. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these General Terms and Conditions are intended to apply to the maximum extent permitted by applicable law, and these General Terms and Conditions shall be deemed amended to comply with such limitations or exclusions. Client may also have other rights that vary by state, country, or another jurisdiction.

11. Data protection

11.1. To the extent Contractor has access to any personal data, the terms of the Data Processing Agreement shall apply.

11.2. Client hereby represents and warrants that Client has and will (i) maintain the necessary consent from the respective data subject as required by the applicable laws, rules and regulations, (ii) maintain the authority to process such data and disclose such data to Contractor for the purposes of the performance of Contractor's obligations under the Contract.

12. Test phase

12.1. If the parties conclude a Contract for the implementation of a test phase with a "proof of concept", the provisions in this Section 12.1 shall take precedence over the other provisions in these General Terms and Conditions.

12.2. During the test phase, Client may use the System exclusively for test purposes and for evaluation and shall assume full responsibility for any risks of loss, property damage or personal injury, including death that Client, a User, Contractor and its affiliates, or any third party may suffer as a result of or in connection with such testing or evaluation. **For the avoidance of doubt, in no event shall any representation, warranty, or remedies provided by Contractor under the Contract (including but not limited to the Limited Warranty and availability of the Backend System under the Chapter 2 of these General Terms and Conditions) apply to the System or Services being tested or evaluated under this Section 12. The obligation of Contractor to provide support, technical services or reduction of Fees set forth under Chapter 2 of these General Terms and Conditions shall not apply. Contractor shall not be required to provide maintenance, care, or support services.**

12.3. Client hereby covenants not to sue, and hereby releases, waives, and discharges Contractor and its affiliates, its respective directors, officers, agents, employees and other representatives from any and all Losses regardless of whether such Losses arise in tort, contract, strict liability or otherwise, except for Losses caused solely by Contractor's gross negligence or willful misconduct.

12.4. The parties shall agree in a Confirmed Order the System version for testing and specific "Key Performance Indicators" ("**KPIs**") for evaluating the System.

12.5. The parties shall agree in a Confirmed Order on the amount, if any, of consideration for the use of the System and related Services for testing or evaluation purposes. Contractor shall issue the invoice for the agreed amount of consideration at the beginning of the test phase. Client shall pay such invoice within fourteen (14) days from the date of such invoice.

12.6. Client shall bear all its costs and expenses during the test phase. Client shall handle the System with care and maintain their good working order. Upon the conclusion of the agreed test phase, Client shall cease the use of the System and related Services and return, at Client's sole expense, the Self-Service Kiosk and any other materials or documentation to Customer within 30 days from the last day of the test phase. If Contractor determines that the System or a portion thereof has been damaged, Client shall be liable toward Contractor for such damage and pay to Contractor the cost of repair or replacement of the defective portion of the System and any other expenses that Contractor may suffer.

12.7. The duration of the test phase shall be agreed upon by the parties in a Confirmed Order. Contractor may unilaterally decide to end the test phase at any time and terminate the Contract. Unless the parties enter into another Contract or agree otherwise in a written agreement, the test phase shall end automatically at the end of the agreed duration.

12.8. If the parties have agreed on KPIs under Section 12.4, Contractor shall inform Client at the end of the test phase whether the agreed KPIs have been met. If the KPIs have not been met, the test phase ends automatically, unless the parties agree in writing otherwise. If the KPIs have been met, Client may terminate the Contract in writing by giving Contractor a written notice of termination within the notice period specified by Contractor. If Client does not terminate the Contract within such notice period, the terms of the Contract for the operational use of the System and Self-Service Kiosk (including the term of such Contract and Fee) pursuant to the other sections of these General Terms and Conditions shall apply.

13. General Provisions

13.1. These General Terms and Conditions prevail over any general terms and conditions of Client. The grant of access to the System or performance of the Services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these General Terms and Conditions.

13.2. Client may not assign any of its rights or delegate or subcontract any of its obligations under the Contract without the prior written consent of Contractor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under the Contract. Contractor may assign any of its rights or delegate any of its obligations under the Contract without Client's prior consent.

13.3. Each party may only (i) identify the other party as a contracting party in advertising materials (image, video, print, online and other media), or (ii) create a link on such party's website which leads to the other party's website, with the prior written consent of the other party, which consent shall not be unreasonably withheld. This consent may be revoked by the granting party at any time by giving written notice to the other party.

13.4. The Contract is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

13.5. Each party acknowledges and agrees that any controversy that may arise under the Contract, is likely to involve complicated and difficult issues and each party waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Contract, or the transactions contemplated hereby.

13.6. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations, would cause Contractor irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Contractor or its affiliates will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.7. No waiver under the Contract is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from the Contract: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the Contract; or (b) any act, omission, or course of dealing between the parties.

13.8. No amendment to the Contract is effective unless it is in writing and signed by an authorized representative of each party.

13.9. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract (except for any obligations to make payments to the other party hereunder), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) action by any governmental authority or requirements of applicable laws, rules or regulations; (e) embargoes or blockades in effect on or after the date of the Contract; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

13.10. The parties to the Contract are independent contractors and nothing in the Contract is intended to, or shall be deemed to, create a joint venture, partnership, agency or employment relationship, franchise, or business opportunity between the parties.

13.11. The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, except for Contractor and its affiliates, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Contract.

13.12. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the applicable Confirmed Order (or to such other address that may be designated by the party giving Notice from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with recipient's written confirmation of receipt thereof), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in the Contract, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

13.13. All matters arising out of or relating to the Contract are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

13.14. Any legal suit, action, or proceeding arising out of or relating to these General Terms and Conditions shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.15. If any provision of the Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.16. Provisions of these terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract including, but not limited to, the following provisions: Intellectual Property Rights, Confidentiality, Indemnification, General Provisions.

13.17. The Contract and distribution agreement between the parties, if any together with any of the schedules, exhibits attached hereto constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous understandings,

agreements or representations by or between the parties hereto, written or oral to the extent they are related to the subject matter hereof.

Chapter 2: System description

1. Definitions

In addition to other terms defined elsewhere in these General Terms and Conditions, the following terms shall have the meaning assigned opposite to them in this Chapter 2, Section 1.

"Access Managers" means users who determine in and through the System or related Services who, when, and where access should be granted within a building or a protected area. These can be hosts, customers, or tenants, for example.

"Administrator" means such employee of Client authorized by Client to access and use the System to manage Client's account (e.g., generate reports on access status and access processes).

"Authorized Users" means users who are granted access to buildings or protected areas via the System. These can be guests, service providers, or employees, for example.

"Business Day" means Monday through Friday from 9 a.m. to 6 p.m. EST, excluding weekends and public holidays in the State of New York.

"Users" means the Access Managers, Authorized Users, Administrators, and any other user that gets authorized to access the Backend System by Client.

2. System description

The System is a platform for access administration subject to the conditions and limitations of these General Terms and Conditions. With the System, the manual and semi-automated processes of visitor and access management can be replaced by an end-to-end digital platform that integrates all process steps. The System can accept access requests from upstream systems (pre-processors) or handle the initiation and approval of access requests via its own web application. The System serves as a control instance for the authentication and authorization of persons before they enter the building. To do this, the System uses a verification process in which AI methods and biometrics are used to compare a person's face with an ID document. At the same time, the System enables persons to be instructed in the customer-specific procedures required for access, e.g. occupational safety rules or fire safety regulations, and to implement protective measures such as measuring body temperature. Recurring access is simplified because information about instructions given can be saved and reused. Verified access requirements are passed on to access control systems that control doors, locks, turnstiles, etc.

The Administrator can use the integrated "dashboard" to quickly and transparently gain an overview of the access status and the access processes carried out.

The System consists of:

(1)   Contractor's SaaS platform for managing all data and controlling the entire System (the "**Backend System**");

(2)   an app for Contractor's self-service kiosk, (together with the Backend System, the "**Software**");

(3)   Contractor's self-service kiosk (the "**Self-Service Kiosk**").

The Self-Service Kiosk is installed at Client's premises and is a free-standing device for processing authorization transactions, which is equipped with a touch-sensitive screen for the input and output of information, cameras, a scanner for ID cards, a card issuing device and a printer for access badges. The Self-Service Kiosk remains the property of Contractor and is made available to Client for use of the Software during the term of the Contract.

3. Cooperation of Client

In addition to Client's obligations under the Chapter 1, Client is required to fulfill the following:

3.1.   Client shall cooperate with and provide materials to Contractor, upon Contractor's request, at its own expense. Client hereby represents and warrants that the materials provided to Contractor shall be in good working condition and do not have any defects. If Client does not fulfill the obligations to cooperate and provide materials on time and without defects, Contractor shall not be responsible for any delays and damages caused thereby and shall be entitled to compensation for its costs. If Client fails to perform any of its obligations under this Chapter 2 after Contractor has granted Client a grace period, Contractor may demand the payment of a one-month Fee or the amount of actual costs or damages suffered by Contractor due to such failure of Client, whichever is higher.

3.2.   Requirements for workstations Receptionist/Administrator/Employee:

3.2.1.   Client shall use the latest version of Google Chrome or Mozilla Firefox browsers to make optimum use of the services and functions of the System.

3.2.2.   JavaScript must be enabled for app.essentry.com.

3.2.3.   Client is obliged to provide a qualified contact person and deputy who is authorized to make or immediately bring about all necessary decisions that are required for the provision of the contractually agreed service. Client is obliged to inform us immediately of any changes to the contact person (and deputy).

3.2.4.   Client is responsible for the technical setup and administration of the System account. This applies regardless of whether Contractor supports Client in setting up the System account. This includes in particular: (i) the technical setup of the System account, in particular the migration of data, configuration of processes and products; (ii) the technical setup of integrations in the System account; (iii) checking the correctness of the function of the integration using test cases before productive use; (iv) the administration of the System account, in particular the creation of Users and roles and assigning access to the System account.

3.3.   Requirements for operating the Self-Service Kiosk:

3.3.1.   Operating temperature: 15°C - 30°C (59°F - 86°F), indoor relative.

3.3.2.   Humidity: 30% - 75%, non-condensing.

3.3.3.   Power supply: one 230V socket per Self-Service Kiosk.

3.3.4.   Network connection: Power is supplied via a wired LAN RJ45 1 Gbit Ethernet connection. Autosensing adapts the LAN interface to the switch/router port.

3.3.5.   Network requirements: Client is recommended to operate the Self-Service Kiosks in a separate network (VLAN) that only allows stable Internet access and no access from or to other devices in Client's network. A DHCP server is also required, which configures the Self-Service Kiosk with an IP address and thus enables Internet access. The Self-Service Kiosk communicates via VPN only to the Contractor's servers and to Microsoft's update servers.

3.3.6.   VPN: The Self-Service Kiosk is connected to the Contractor's servers via a VPN. An IPSec with IKEv2 VPN is used for this. The VPN is accessible via kiosk-

vpn.essentry.com. The ports UDP 500 and 4500 are used for the authentication process, as well as IP protocol 50 and 51 for the VPN tunnel. An Internet connection via a web proxy is therefore not sufficient. The minimum Path MTU must be 1472 bytes (1496 bytes recommended) including the IP header for Contractor's VPN to work. This MTU is available in most regular network configurations. However, if the network uses other VPN tunnels, this MTU may not be available. The minimum path MTU can be determined with the PING command. The following examples are based on a 28-byte IP header.

3.3.6.1. Linux: ping -s 1444 -M do 1.1.1.1

3.3.6.2. Windows: ping -f -l 1444 1.1.1.1

3.3.7. Procurement of suitable consumables (printer paper, RFID cards) and filling of the Self-Service Kiosk in accordance with Chapter 2, Section 7.2.2.

4. Range of functions and services

4.1. The functions listed below at are also explained in more detail at https://essentry.com/produkt/essentry-plattform/. The information on this website is decisive for the range of functions.

4.1.1. **Visitor Manager**: The Contractor's Visitor Manager ("**Visitor Manager**") helps to plan and manage every event related to access (e.g. the visit) - from the invitation to the check-out.

- E-mail invitations
- Group import
- Multi-tenant
- Address book
- Collective actions (bulk)
- Answer button for access managers
- Employee mode
- Event mode
- Unlimited authorized users
- Unlimited authorized persons
- Process & Workflow Designer
- User-defined configuration
- Management of an unlimited number of Self-Service Kiosks
- Print badges from the dashboard
- Self-service kiosk branding
- Customized badges
- Multiple languages
- Unlimited number of user-defined fields

4.1.2. **Compliance Manager**: The Contractor's Compliance Manager ("**Compliance Manager**") helps to implement GDPR and industry-specific regulations. Rights and role concepts can be customized and raise compliance standards.

- Individual guidelines for data storage and deletion
- Granular user rights
- Extended data protection rights
- Check-in notifications
- Check-out reminders
- Private address book
- Multiple admin accounts
- Adding employees from an existing employee directory
- Location management
- Analytics (access statistics)
- Self-service kiosk status
- Assistant notifications
- Notifications about absent access managers
- Access exports
- Release of access managers
- Safety instructions at the Self-Service Kiosk
- Signing of agreements (e.g. NDA)
- Templates for agreements
- Validity of agreements

- Authentication of the identity document
- Biometric face matching (1:1)
- Liveness detection

4.1.3. **Integration Manager:** The Integration Manager ("**Integration Manager**") helps to integrate Contractor into existing processes and IT systems - from access control systems and directory services to communication systems. Integrations are only part of the Contract if they are explicitly stated in the offer.

- C-Cure 9000
- Symmetry
- Lenel OnGuard
- Nedap AEOS
- Paxton Net2
- Azure AD
- Microsoft AD FS
- Microsoft Outlook / Teams
- G Suite
- Salesforce
- Google
- Slack
- RFID/NFC card issuance

4.1.4. **Support**
- Online Help Center and Knowledgebase
- Online set-up session for the administration
- Personal onboarding program
- Assigned Customer Success Manager

4.1.5. **Managed service**

- Hardware installation service
- On-site hardware support (24 x 7)
- Workshop to define the requirements
- 24/7 customer support
- Online-Training
- Self-Service Kiosk app releases (Windows security updates, functional improvements, etc.)
- Regular updates to the ID document database

5. Service level agreement and maintenance window for Contractor's Backend System

5.1. The Backend System is available at least 99.5% of the time, measured over a calendar month. In addition to unplanned unavailability, there may be short-term outages, temporary interruptions, or impairments of the Backend System due to maintenance, updates, or the rectification of malfunctions. Such outages, interruptions and impairments are not considered when measuring availability. The availability of the Backend System can be viewed at https://status.essentry.com.

5.2. Planned maintenance work or updates are only carried out in a maintenance window from 23:00 to 02:00 (CET/CEST). Client will be informed of this in good time. Service interruptions for planned maintenance work during this maintenance window are not considered when measuring availability.

5.3. The parties shall inform each other of outages and malfunctions of the Backend System. Contractor shall begin to rectify the problem immediately and inform Client of how long a failure or malfunction is expected to last. Client shall support Contractor in this, in particular by providing the necessary information and enabling access to the Self-Service Kiosk. In the event of a shortfall in availability of the Backend System, Client may reduce the remuneration for the use of the System in accordance with the following table subject to the conditions and limitations under this Section 5, including without limitation Section 5.4:

Average availability over the month (X)	Reduction in remuneration for one month
> 99,5%	0%
99,5% > (X) > 98,0%	5%
98,0% > (X) > 96,0%	10%
96,0% > (X) > 94,0%	15%
94,0% > (X)	20%

5.4. Client must submit in writing verifiable claims (supported by adequate evidence) to Contractor for a reduction in Fee within three months of becoming aware of the shortfall in availability. The date of receipt of the claim by Contractor shall be the relevant date for the foregoing three-month notice period. In the event of Client's failure to submit a claim to Contractor or late submission thereof, Client's claim for the reduction in Fee as set forth in this section shall be forfeited. In the event Client has submitted a claim within the notice period set forth in this Section and Contractor has verified such claim, Contractor shall issue a credit note to Client. In no event shall Client offset the amount of Fee reduction against the amount payable due to Contractor, without Contractor's prior written authorization. The reduction of the Fee as set forth in this Section shall be Client's sole remedy and Contractor's sole liability for the shortfall in availability of the Backend System.

5.5. For alleged defects of the Self-Service Kiosk, the provisions set out in Chapter 2, Section 7.1.6 agreed response times apply. Downtimes of the Self-Service Kiosk are excluded when measuring the availability of the Backend System for the purposes of Section 5 of this Chapter 2.

6. Data deletion concept

The User data is stored for the necessary duration and a corresponding uniform deletion concept is implemented. A distinction is made between the following data types. Client can specify a deletion period for each data type that deviates from the standard deletion period.

Data type	Description	Deletion period (unless a deletion period is specified by the customer)	Deletion period set by the Client
Access data	With every check-in via the Self-Service Kiosk, the access (time from entering to leaving the building) is saved together with the personal data of the Authorized User. Check-ins that are older than the deletion period are automatically deleted. The time of leaving the building is decisive here. The master data of the authorized person (see next data type) remains in this deletion class but can no longer be assigned to an access.	1 year	Deviating deletion periods can be agreed via the support (acc. Chapter 2, section 7) can be requested.
Master data of the Authorized Users	The master data of the Authorized Users (name, company, e-mail address and signed documents, possibly other information provided by the Authorized User during the check-in process) will be deleted after the expiry of the deletion period after the last access.	1 year	
Cut-out photograph from the identity document	The photo of the Authorized User, which is cut out of the ID document, is deleted after the expiry of the deletion period following the last access.	1 month	
Photo of the Authorized User taken by the Self-Service Kiosk	The photo of the Authorized User taken by the Self-Service Kiosk will be deleted after the expiry of the deletion period following the last access.	1 month	
Aggregated access data	No automatic deletion, as aggregated transaction data cannot be assigned to individuals. With every check-in via the Self-Service Kiosk, access is also stored pseudonymously for statistics and evaluations. This data record does not contain any personal information and cannot be assigned to any individual. It only contains a time stamp for entering and a time stamp for leaving the building, the entrance through which the person entered and which Self-Service Kiosk the person used.	not applicable	
Employee data	Administrators (or an employee database integration) can delete employee data manually (or via an interface) at any time. Automatic deletion does not take place. When an employee account is deleted, the employee data is deleted immediately.	not applicable	

Note: as Contractor creates backups over a period of 30 days, the data will be available in the backups for a further 30 days after deletion. The data is completely deleted after these additional 30 days.

7. Customer Service Agreement

7.1. Technical support

7.1.1. Contractor provides technical support for technical questions and the reporting of faults (hereinafter referred to as tickets). Tickets can be opened via e-mail (support@essentry.com) and telephone (+49 30 2555 5346).

7.1.2. Users who are allowed to use the technical support are defined and trained as part of the onboarding process ("**Support-authorized Users**").

7.1.3. Contractor's hardware support is available for malfunctions of the Self-Service Kiosk.

7.1.4. If it is necessary to replace individual hardware components to rectify the defect of the Self-Service Kiosk, these will be replaced by a technician at the Self-Service Kiosk's place of use. For this purpose, the technician carries the necessary spare parts with him, or the spare parts are delivered separately to the place of use.

7.1.5. The response time (from receipt of the ticket to the first response from technical support) and the processing times are shown in the following severity table.

7.1.6. The severity classification of the ticket is carried out by technical support based on the information provided by Client's Support-authorized Users. Requests and problems are processed in accordance with the following table:

Severity	Explanation	Response time	Processing time
1	The entire System is no longer available at all locations	1h	7/24
2	An entire location with at least 2 Self-Service Kiosk is no longer available	2h in case of Software problems, Next Business Day for problems with the Self-Service Kiosk until the service technician arrives at the location	
3	One Self-Service Kiosk is down, other Self-Service Kiosk at the location are still operational		8 a.m. - 6 p.m. (EST)
4	Errors that do not jeopardize operation	Next Business Day	
5	Service request	According to availability	

7.2. Cooperation of Client in the provision of customer service:

7.2.1. Requests from Users must be answered by Client's helpdesk. If Client's helpdesk receives a request that relates directly to the System and that Client's helpdesk cannot answer using Contractor's Online Help Center (www.support.essentry.com), Client's helpdesk may submit a request to Contractor's technical support.

7.2.2. An on-site support manager/administrator ("**Local Support**") together with a deputy appointed by Client must be made available during the service period as set forth on the Confirmed Order in accordance with Chapter 2, Section 7.1.5. The Local Support is the first point of contact for all problems (restart, network check, communication with Contractor's support in the event of problems that he/she cannot solve, refilling of consumables). Client is obliged to inform Contractor immediately of any changes to the employee defined as Local Support (and deputy).

7.2.3. Client shall ensure that employees defined as Local Support are available for requests from Contractor. Delays in support and any restrictions in System availability caused by the unavailability of or lack of adequate cooperation by Local Support shall be excluded from the calculation of Contractor's Backend System availability as set forth under Section 5 of this Chapter 2.

7.2.4. Client shall ensure that a backup check-in process is in place that can be initiated if the System is unavailable.

7.2.5. Client shall ensure that technicians who provide services in accordance with Chapter 2, Section 7.1.4 are granted access to the location of the Self-Service Kiosk.