

**General Conditions for Software Purchase and Software Support of the Software ID |
Analyze and of the web service IDCheckcenter
of DESKO GmbH, Gottlieb-Keim-Straße 56, 95448 Bayreuth**

§ 1 Subject of the contract ID|Analyze

(1) Subject of the contract is the licensing of the standard software ID|Analyze.

ID|Analyze is a graphical user interface that displays all detected deviating results from defined limits or standards (e.g. ICAO 9303) of the scanned identification document when operating a scanner of DESKO GmbH. Features not listed in the service description will not be checked either. The level of deviation of a feature will not be registered, but instead a notification will be displayed that a deviation has been detected.

(2) DESKO provides an installation manual (stored in the download area) and user documentation (stored in the application in German and English language) as documentation material.

(3) Installation and training are not included in the scope of services. These services require an additional order.

(4) Delivery is effected through the activation of a link by the customer. The customer may then enter an activation code provided by DESKO, after which the download can be effected.

§ 2 Subject of the contract IDCheckcenter

IDCheckcenter is a web based service. It provides the user with reference images of documents from a web database of IDCheckcenter. This enables the user to quickly compare how an original document should look like.

IDCheckcenter is a service and therefore not a piece of software that the customer could purchase. The term of a contract for the use of IDCheckcenter is linked to the term of an active support contract of the customer. If the support contract ends, the contract for the IDCheckcenter web service shall end accordingly.

IDCheckcenter is available to the customer 98% of the year. This does not include periods of maintenance of hardware or software in the DESKO computer center and/or IDCheckcenter. Such downtimes shall be reported to the customer by e-mail in advance, if possible.

§ 3 Granting of rights to the ID|Analyze software

(1) Customer obtains a simple right to use the software for his own purposes. The customer shall only be entitled to distribute the contractual software with our prior written consent. The customer shall not be entitled to use the software for others or to make it available to third parties for data processing.

(2) Customer shall not be entitled to grant sub-licenses.

(3) Customer shall not be entitled and may not allow third parties to copy the software, distribute copies, process the software or make it publicly accessible. This shall also apply to affiliated companies within the meaning of § 15 AktG. If an active support agreement exists, DESKO shall replace the program version used free of charge in the event of loss or damage.

(4) All rights beyond the above stipulated granting of rights, whether copyrights, intellectual property rights or other rights, shall remain exclusive property of DESKO.

(5) Customer shall not be entitled to claim the provision of the source code.

§ 4 Support

(1) The purchase price of the software includes the first year of support. The customer can agree on further support services upon purchase of the software or later.

(2) Subject of the support is the customer's subscription to regular updates for program improvement and further development, the elimination of errors in the software and the authorization to use the DESKO hotline.

(3) Update-Service

DESKO shall provide the customer with the latest version of the standard version of the software for download within the scope of this support agreement. As a rule, this shall take place approximately once a quarter. DESKO shall not be obliged to maintain an old version as soon as a new version has been released.

UPDATES shall be installed by the customer.

(4) Customization of the software

DESKO shall carry out necessary changes of functionalities included in the contractual version and deliver them to the customer in a timely manner. The addition of new functionalities shall not be owed. DESKO shall decide at its own discretion whether and, if so, which new functionalities shall be added to the software. The customer shall have no claim to the addition of new functionalities.

If, in DESKO's opinion, the adaptation and amendment work resulting from changes in the law exceed the scope of maintenance services due to their scope and significance - this shall only apply to extraordinary and fundamental changes, such as the introduction of the biometric passport - DESKO shall provide these services on the basis of a separate agreement to be concluded.

(5) Troubleshooting

If an error occurs in the software, DESKO shall eliminate this error and amend any documentation accordingly, provided that the error nullifies or significantly reduces the value or suitability for the customer's intended use. If an error occurs in the last modification status, DESKO shall provide an interim solution to work around the error, if this is possible with reasonable effort for DESKO and if the customer cannot process tasks that cannot be postponed due to the error.

If, in the event of support provided to the customer, it becomes apparent that the problems encountered are not exclusively related to the software to be maintained or are due to other circumstances for which DESKO is not responsible, DESKO shall be entitled to charge the customer both the usual hourly rate and the proven expenses for troubleshooting.

(6) Hotline

DESKO maintains a hotline. The aforementioned hotline shall be available to the customer on working days, which are not public holidays in the federal state of DESKO's headquarters, at any time from Monday to Friday from 8 a.m. to 4.30 p.m., except on December 24th and December 31st. DESKO shall not guarantee accessibility (e.g. by blocking the telephone connection by other users). Within the scope of this hotline, DESKO shall be available to the customer for telephone information, irrespective of whether the subject of the enquiry is a program error, operating error or third-party interference.

Within four weeks of the contract commencement date, the customer shall name an authorized person who shall be the only person authorized to use this hotline. If this person is to change, DESKO shall be informed in writing with a notice period of eight days in advance.

DESKO reserves the right to demand remuneration for the time exceeding ten minutes for calls to the hotline that concern operating issues. DESKO shall inform the customer of this before the start of the obligation to pay remuneration. The remuneration shall be based on the applicable hourly rate according to DESKO's price list.

(7) Fixed term of the support contract, no termination

The support agreement shall commence when the software is made available for download by DESKO and shall run for the period specified in the order (1, 2 or 3 years). The customer shall be entitled to opt for a different term during these terms, e.g. to change to a 3-year term before the end of one year. This shall be effected by written declaration of the customer to DESKO. From the beginning of the extension period, the customer shall then be charged the support costs applicable to the new term. A support contract shall not be automatically extended, but shall end upon expiry of the agreed period. It shall therefore not require termination.

DESKO shall inform the customer three months before the expiry of a support contract for IDIAalyze about the expiry of the contract and the possibility of extending the contract for IDIAalyze.

§ 5 Term of contract and termination IDCheckcenter

IDCheckcenter can only be ordered and used by the customer together with an active support contract. If a support contract ends, the use of the IDCheckcenter also ends accordingly.

An extension of the term of a support contract for ID I Analyze does not automatically extend the term of the IDCheckcenter contract.

If the customer intends to use IDCheckcenter during an ongoing support contract, the term of this contract for the use of IDCheckcenter is therefore limited to the end of the support contract for IDIAalyze. As with IDIAalyze, termination of the use of IDCheckcenter does not require any notice of termination. Instead, the contract ends automatically when the support contract expires.

DESKO shall inform the customer three months before the expiry of a contract about the expiry of a contract concerning IDCheckcenter and the possibility of extending the contract.

§ 6 Remuneration

- (1) Remuneration is specified in the offer or binding order.
- (2) Prices do not include value added tax (only applicable for domestic sale).

§ 7 Defaults

- (1) If the customer sets a deadline for performance or supplementary performance, the customer shall only be entitled to use the unsuccessful expiry of this deadline to withdraw from the agreement or to claim damages instead of performance if the customer informed DESKO at the time of setting the deadline that it no longer wishes to make use of its performance after the unsuccessful expiry of the deadline. If the customer has to issue a warning instead of setting a deadline, the customer shall also notify DESKO at the same time as the warning that it no longer wishes to use DESKO's services after the warning has failed to be successful.
- (2) The customer shall only be entitled to withdraw on account of a breach of duty not consisting of a defect in the software if DESKO is responsible for this breach of duty.

§ 8 Liability for material defects and defects of title

- (1) Technical data, specifications and performance data in public statements, in particular in advertising material, are not statements of quality. The functionality of software is based on the description in the user documentation and the supplementary agreements made.
- (2) Warranty claims are subject to a limitation period of twelve months, unless the defect was fraudulently concealed.
- (3) The assertion of claims for liability for defects is dependent on defects being reported in writing within one week of their first detection.
- (4) DESKO may refuse to provide supplementary performance as long as the customer has not yet paid the remuneration owed for the creation services in full and the customer has no justified interest in retaining the overdue remuneration.
- (5) DESKO shall not be liable in cases where the customer has made changes to the services provided by DESKO, unless these changes had no influence on the origin of the defect.
- (6) The customer shall support DESKO in identifying and rectifying the defect and shall immediately grant DESKO access to the documents from which the detailed circumstances of the occurrence of the defect are derived.
- (7) If an alleged defect cannot be attributed to a defect liability obligation of DESKO after appropriate investigation (apparent defect), the customer may be charged with the services provided by DESKO for verification and fault rectification at the applicable remuneration rates plus expenses incurred, unless the customer could not have detected the apparent defect even if it had exercised due care.

§ 9 Other liability

- (1) DESKO shall be liable for intent and gross negligence. It shall only be liable for slight negligence in the event of a breach of a material contractual obligation (cardinal obligation), the fulfilment of which is essential for the proper execution of the agreement and on the observance of which the customer may regularly rely, as well as in the event of damage resulting from injury to life, limb or health.
- (2) DESKO shall owe the care customary in the industry. When determining whether DESKO is at fault, it shall be taken into account that software cannot be created without technical errors.
- (3) In the event of slight negligence, liability shall be limited in sum to the amount of the damage foreseeable at the time of conclusion of the contract and typically foreseeable for such contracts; however, this liability shall be limited to a maximum of EUR 10 million per insured event and a total of EUR 20 million per year.

§ 10 Nondisclosure

DESKO shall be exclusively entitled to all rights to the contractual software. At the same time, the software shall constitute a trade secret of DESKO. The customer shall therefore undertake to carefully protect the software against theft or inspection by third parties. In particular, the customer shall ensure that third parties cannot copy the software, run it or study its structure.

§ 11 Final provisions

- (1) Should individual provisions of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The parties hereby agree that the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreement.
- (2) The cession of claims shall only be permitted with the prior written consent of the other contracting party. Such consent may not be unreasonably withheld. The regulation of § 354 a HGB remains unaffected.
- (3) A right of retention can only be asserted due to counterclaims from the respective contractual relationship.
- (4) The parties of the contract may only set off claims which have been legally established or are undisputed.
- (5) Changes and amendments to a contract must be made in writing. This formal requirement can only be waived by written agreement.
- (6) The law of the Federal Republic of Germany shall apply and therefore also the UN Convention on Contracts for the International Sale of Goods.
- (7) The exclusive place of jurisdiction for all legal disputes arising from or in connection with this agreement shall be the registered headquarters of DESKO GmbH. However, DESKO shall also be entitled to file suit at the customer's general place of jurisdiction.