

**General Terms and Conditions for Software Purchase and Software Support for ID Collect  
of DESKO GmbH, Gottlieb-Keim-Straße 56, 95448 Bayreuth, Germany**

**§ 1 Object of agreement**

(1) Object of agreement is the provision of the standard software ID Collect.

ID Collect is a middleware (Plug-In) for OCR data transfer of national and international ID documents (e.g. passports, ID cards, driving licenses, entry permits and visas) from the Visual Inspection Zones (VIZ). ID Collect can only be used together with the DESKO hardware. ID Collect can also only be used in addition to a software environment of the customer, but not as a stand-alone application (Plug-In).

The supported documents and exact fields (e.g. surname, first name, issuing authority) from which OCR data can be transferred depend on the ID Collect country package purchased. The OCR recognition is limited to Latin letters.

The quality of the transferred OCR data depends on the print quality and condition of the scanned document. Therefore DESKO does not take over any warranty that the obtained OCR data are 100% correct.

An exact list of the supported documents and fields can be found in the respective offer or order form.

ID Collect must be integrated as a component in a final customer application. For this purpose, DESKO provides a corresponding SDK with corresponding documentation.

Furthermore, DESKO provides a demo program with which the functional range can be tested. However, the demo program is expressly not suitable for productive operation or 24/7 use.

(2) As documentation DESKO provides an installation manual (stored in the download area).

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

(4) Delivery is effected by the customer activating a link. Then the customer enters an activation code transmitted to him by DESKO, after which the download can take place. DESKO makes the software available for download for a period of 10 days after the invoice date and supports the customer with the download to a reasonable extent.

**§ 2 Granting of rights**

(1) The customer receives the non-exclusive right to use the software for his own purposes for an unlimited period of time. The customer is also entitled to pass on the software covered by the contract to his customers (the "end customers"). The customer is obliged to impose at least the same legal restrictions on his customers as those imposed on the customer in these GTC. The customer and the end customer are not entitled to use the software for others or to make it available to third parties for data processing.

(2) The provision is effected by installation of a license key and entitles the user to use one copy of the software. A renewed activation of the license key or issuing of a new key requires an active support contract with DESKO. Otherwise the customer has to purchase the software from DESKO again.

(3) The Customer is not entitled and may not allow third parties to copy, distribute, use or access the Software, decompile the Software or otherwise translate or study the structure of the Software. The minimum rights of the user applicable within the European Union are excluded.

Furthermore, the customer is not entitled to modify the software or to create derivative works from the software or to use it as a service center, by way of timeshare with others, to rent it out or lend it out or to read it out or to make public features of tests. All this requires the prior written consent of DESKO.

(4) The customer is obliged to treat the software and the trade secrets contained therein together with the associated documentation confidentially and to make them accessible only to those persons who require access to them.

(5) The customer is not entitled to grant sublicenses.

(6) The customer is not entitled to copy the software, distribute copies, edit the software or make it publicly accessible. If an active support contract exists, DESKO replaces the used program version for the customer free of charge in case of loss or damage.

(7) DESKO is the exclusive owner of all rights beyond the aforementioned granting of rights, whether these are copyrights, intellectual property rights or other rights.

(8) The customer has no claim to the transfer of the source code.

(9) If DESKO transfers software from third party manufacturers, the license terms of the third party manufacturers apply. The customer is obliged to inform himself about these and to observe the restrictions of these regulations.

### § 3 Support

(1) The purchase price of the software includes the first year of support. The customer can reach an agreement on additional support services with the purchase of the software or later.

(2) The subject-matter of the support is the participation of the customer in the regular receipt of 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 provides the customer with the latest version of the standard version of the software for download as part of the support. Generally this takes place approx. once a quarter. DESKO is not obliged to maintain an old version as soon as a new version is released.

UPDATES shall be installed by the customer.

DESKO will carry out necessary changes of functionalities, which are contained in the contractual version, and deliver them promptly to the customer.

The inclusion of new functionalities is not owed. DESKO decides at its own discretion whether and if so which new functionalities are to be included in the software. The customer is not entitled to claim the inclusion of new functionalities.

If, in DESKO's opinion, the adjustment and modification work resulting from changes in the law go beyond the scope of care services due to their extent and significance - this is only the case with extraordinary and fundamental changes such as e.g. the introduction of the biometric passport - DESKO provides these services on the basis of a contract to be concluded separately.

#### (4) Troubleshooting

If a malfunction occurs in the software, DESKO will eliminate this malfunction and supplement any documentation accordingly, if the malfunction voids the value or the suitability for the presumed use for the customer or significantly reduces it. If a malfunction occurs in the last modification state, DESKO provides an interim solution to circumvent the malfunction, if this is possible with reasonable effort for DESKO and the customer can no longer process tasks that cannot be postponed due to the malfunction.

If it turns out on the occasion of a support of the customer that the problems occurred are not exclusively connected with the software to be maintained or are based on other circumstances for which DESKO is not responsible, DESKO is entitled to charge the customer the usual hourly rate as well as the proven expenses for the troubleshooting.

#### (5) Hotline

DESKO maintains a hotline. The above hotline is available to the customer on working days, which are not legal 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 31st. DESKO does not guarantee availability (e.g. by blocking the telephone connection by other users). Within the scope of this hotline DESKO is available to the customer for telephone information, regardless of whether the subject of the inquiry is program errors, operating errors or third party interferences.

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

DESKO reserves the right to demand a remuneration for the time exceeding ten minutes for calls to the hotline which concern handling questions. DESKO will point this out before the start of the remuneration obligation. The remuneration is based on the applicable hourly rate according to DESKO's price list.

#### (6) Duration and cancelation of the support contract

The support contract commences with the provision of the software for download by DESKO and runs for the time specified in the order.

A support contract is not extended automatically but ends at the end of the agreed time. It therefore does not require a cancelation.

DESKO will inform the customer three months before the expiration of a contract about the expiration of the contract and the possibility of an extension of the contract.

The right of the parties to cancel the support contract on important grounds remains unaffected. Any cancelation must be made in writing. An email does not fulfil the written form.

### § 4 Remuneration

(1) The remuneration for software and support is specified in the offer resp. the order.

(2) The prices are to be understood plus value added tax. This does not apply to foreign business.

### § 5 General Defaults

(1) If the customer sets a deadline for performance or supplementary performance, he may use the unsuccessful expiry of this deadline to withdraw from the contract or claim damages instead of performance only if he has informed DESKO at the time of setting the deadline that he does not wish to claim performance from DESKO after the unsuccessful expiry of the deadline. If the customer has to issue a warning instead of setting a deadline, he has to inform at the same time with the warning that he does not want to make use of the service of DESKO anymore after the failure of the warning.

(2) The customer can only withdraw due to a breach of duty not existing in a defect of the software if DESKO is responsible for this breach of duty.

### § 6 Liability for material defects and defects of title

(1) Technical data, specifications and performance data in public statements, in particular in advertising material, do not constitute quality specifications. The functionality of software is based on the description in the documentation and the agreements made in addition to it.

(2) Warranty claims expire in twelve months, unless the defect was fraudulently concealed.

(3) The enforcement of claims for liability for defects depends on the fact that defects are reported in writing within one week of their first recognition.

(4) DESKO may refuse supplementary performance as long as the customer has not yet paid the remuneration owed for the production services in full and the customer has no justified interest in retaining the remuneration in arrears.

(5) DESKO is not liable in cases in which the customer has made changes to the services provided by DESKO, unless these changes were irrelevant for the formation of the defect.

(6) The customer shall support DESKO in determining and remedying the defect and shall grant DESKO immediate access to the documents from which the detailed circumstances of the occurrence of the defect result.

(7) If an alleged defect is not attributable to an obligation of DESKO to assume liability for defects after appropriate examination (apparent defect), the customer can be charged with the services performed by DESKO for verification and fault rectification at the respectively valid remuneration rates plus the incurred expenses, unless the customer could not have recognized the apparent defect even with the effort of due diligence.

(8) If claims from the infringement of German intellectual property rights are asserted against the customer for items delivered or licensed in accordance with these conditions, DESKO will reimburse the customer for all costs and compensation amounts imposed with legal effect, if DESKO is informed immediately and in writing of such claims, receives all necessary information from the customer, the customer fulfils his general duties of cooperation, DESKO can make the final decision as to whether the claim is rejected or compared and DESKO is at fault with regard to the infringement of the intellectual property rights.

(9) If it is legally established that further use of the contractual objects infringes German intellectual property rights of third parties or in DESKO's opinion an action for intellectual property rights is at risk, DESKO may, insofar as liability does not lapse, at its own expense and at its own discretion either procure for the customer the right to further use the contractual objects or exchange them and or modify them in such a way that no infringement exists any more, provided that DESKO is not liable or reimburse the customer, taking back the object of the contract, for its value less a compensation for use for the uses made up to that point. Compensation for use is calculated on the basis of an assumed period of use corresponding to the depreciation period of three years, so that 1/36 of the price shall be charged for each month of use.

## **§ 7 Liability in other regards**

(1) DESKO is liable for intent and gross negligence. In case of slight negligence DESKO is only liable in case of violation of an essential contractual obligation (essential obligation), the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the customer may regularly rely, as well as in case of damages resulting from injury of life, body or health.

(2) DESKO owes the care customary in the industry. In determining whether DESKO is at fault, it must 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 the contract was concluded, typically foreseeable for such contracts; however, this liability shall be limited to a maximum of EUR 10 million per insured event and to a total of EUR 20 million per year.

## **§ 8 Nondisclosure**

DESKO or the third-party manufacturers are exclusively entitled to all rights to the contractual software. At the same time the software represents a trade secret of DESKO or the third party manufacturer. The customer therefore undertakes to protect the software carefully against theft or inspection by third parties. In particular, he shall ensure that third parties cannot copy, run or study the structure of the software.

## **§ 9 Final provisions**

(1) Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties hereby agree that the invalid provision shall

be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreement.

(2) The assignment of claims is only permissible 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 by this.

(3) A right of retention can only be asserted due to counterclaims arising from the respective contractual relationship.

(4) The contracting parties may only set off against claims which are legally established or undisputed.

(5) Amendments and supplements to a contract must be made in writing. This formal requirement can only be waived by written agreement. The fundamental priority of individual contractual agreements remains unaffected by this.

(6) The law of the Federal Republic of Germany shall apply and therefore possibly 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 contract is the registered office of DESKO. However, DESKO is also entitled to sue at the general place of jurisdiction of the customer.