

General Terms and Conditions of VST GmbH

- Hardware/Software renting and servicing -

§ 1 Contracting Parties

The contracting Parties are VST Vertriebsgesellschaft für Video-System- und Kommunikationstechnik mbH ("VST", "we"), Am Cröstener Weg 33, 07318 Saalfeld, and the Customer (together referred to as "Parties").

§ 2 Scope of Application

2.1 These General Terms and Conditions ("GTC") apply to the rental of hardware and/or software (also referred to as "goods"), regardless of whether VST manufactures these itself or obtains them from suppliers. They also apply to any subsequent services offered as part of the contract.

2.2 These GTC are the only ones that apply. Any deviations from these terms and conditions must be in writing. The Customer's general terms and conditions, even if included with requests for offers, orders, etc., and not expressly rejected, do not become part of the contract.

2.3 These GTC do not apply to consumers as defined by § 13 BGB (German Civil Code).

§ 3 Subject Matter and Conclusion of the Contract

3.1 The subject matter of the contract is defined by these GTC, the contract documents referring to these GTC, and the provisions in performance descriptions and price lists.

3.2 Our offers are non-binding. VST reserves the right to make minor technical deviations from the offer, even after acceptance by the Customer.

3.3 Unless otherwise agreed in writing, the contract is concluded upon receipt of the order confirmation or, at the latest, upon provision of the goods and/or service by VST.

§ 4 Scope of Performance by VST

4.1 VST grants the customer the right to use its hardware and/or software products for a limited period of time in accordance with the following conditions. The owed quality of the goods results from the offer, the licence certificate and the documentation as well as any other contractual documents.

4.2 VST delivers the hardware including the software components and the associated documentation to the customer.

4.3 Installation and configuration services are not part of the lease, but can be agreed separately between the parties.

4.4 If agreed in a separate service contract, VST shall provide services in connection with the goods. Unless otherwise agreed in writing, these include the maintenance of the hardware and the hardware-bound software. Details and prices are set out in the relevant offer and/or other contractual documents.

§ 5 Shipping

5.1 The Customer shall bear the costs for the return of the goods. The risk shall pass to the Customer as soon as VST has handed over the delivery to the transport company.

5.2 The return of the goods, including any additional equipment, must be properly packaged. The customer must ensure that the return transport to VST is carried out in such a way that damage to or loss of the rented good is excluded.

§ 6 Service Conditions

Unless the Parties agree otherwise in writing, particularly in a separate service contract, the following applies regarding the services related to the goods:

6.1 VST will respond to error reports from the Customer within 2 business days ("Time to Respond"). Following that, VST will inform the Customer of the estimated duration of the troubleshooting and resolution within a reasonable period. VST is obliged to resolve the error within the specified period, but no later than 20 business days from the reported issue ("Time to Resolution").

6.2 The Customer receives support from VST for issues with the goods and usage problems via a ticketing system and/or a service phone line, available from Monday to Friday, 8:00 AM to 4:00 PM. Service tickets can be initiated through the website at www.vst-pro.de by clicking the "Service" button provided there.

6.3 The Customer is required to fulfil the following obligations as a prerequisite for fault detection and resolution:

The Customer shall immediately notify VST of any errors that occur and shall support VST in the investigation and rectification of errors to the extent reasonable. This includes, in particular, the provision of error reports in text form to VST at its request, with precise records of the start and duration of downtimes, and the provision of other data and logs suitable for analysing the error.

If necessary, the Customer shall grant VST access to the data processing systems on which the programmes specified in the service certificate are installed. The Customer shall provide the technical facilities (power supply, telephone connection and data transmission lines) free of charge to a reasonable extent for the performance of all services.

The Customer shall appoint a competent employee who is able to provide the information necessary for the performance of the contract and who is able to take or initiate decisions independently.

It is the Customer's responsibility to carry out proper data backups and to properly maintain the software and hardware environment of the software. In particular, the Customer must

protect the hardware and software against unauthorised access by employees or other third Parties, viruses, Trojans and other malware.

§ 7 Duties and Responsibilities of the Customer

7.1 The Customer must receive the goods in a proper and functional condition. He must ensure that the goods are only operated by qualified personnel. When using the goods, all instructions from VST and, if applicable, the manufacturer must be strictly observed. The goods may only be used in accordance with their intended function. The Customer is not authorised to make changes or repairs to the rented goods.

7.2 The Customer is obliged to take suitable measures to protect the software from access by unauthorised third parties, in particular to keep all copies of the software in a protected place.

7.3 VST shall be indemnified against all claims of third parties based on unlawful use of the software and the associated services by the customer or with his consent. The Customer shall inform VST immediately in writing if third parties assert claims against him for infringement of their rights. The Customer shall not recognise the infringement claimed by third parties and shall either leave any dispute to VST or conduct it only in agreement with VST.

7.4 Copyright notices, serial numbers, and other identification markers must not be removed or altered.

§ 8 Usage Rights

8.1 VST grants the Customer the non-exclusive, non-sub-licensable, non-transferable right to use the software for the duration of the rental agreement to the extent granted in accordance with these terms and conditions and the other contractual documents. The contractual use also includes the installation, loading, display and operation of the installed software.

8.2 The Customer may make one copy of each software product that is the subject of the contract to the extent necessary for data backup. This copy must be marked as a backup copy and bear the copyright notice of the original data carrier.

The Customer is entitled to duplicate the software to the extent that such duplication is necessary for the use of the software. Beyond that, the Customer is not entitled to copy the software.

Partial reproduction of the written material for internal purposes is permitted to the extent necessary for the intended use of the software.

8.3 The above granting of rights does not apply to any third-party components contained in the subject matter of the contract. The relevant rules of the third-party provider or the open source license conditions shall apply exclusively in this respect.

8.4 If the Customer breaches any of the above provisions, all rights of use granted under this contract shall immediately become ineffective and shall automatically revert to VST. In this case, the Customer must immediately and completely cease using the goods, delete all copies of the software installed on his systems and delete any backup copies made or hand them over to VST.

8.5 At VST's request, the customer shall enable VST to check the proper use of the goods, in particular whether the customer is using this software qualitatively and quantitatively within the scope of the rights acquired by him. For this purpose, the Customer shall provide VST with information, grant access to relevant documents and records and enable an inspection by VST or an auditing company appointed by VST of the hardware and software environment used. VST may carry out the audit on the customer's premises during regular business hours or have it carried out by third parties bound to secrecy. VST shall ensure that the customer's business operations are disturbed as little as possible by its activities on site.

If the audit reveals that the number of licences purchased has been exceeded by more than 5% (five per cent) or that there has been any other material breach of the contractual provisions, the Customer shall bear the costs of the audit, otherwise VST shall bear the costs.

If a material breach of contract is established, VST is entitled to adjust the licence fees in accordance with VST's prices at the time of the audit. In addition, the customer is obliged to take immediate measures to remedy the breach of contract.

§ 9 Duration and termination

9.1 If no fixed rental period has been agreed, the agreement is concluded for an indefinite period. It may be terminated by either party by giving six (6) weeks' notice to the end of any calendar quarter, but not earlier than the end of the quarter in which the first anniversary of the date of the conclusion of this agreement falls.

9.2 The rental agreement may also be terminated in writing by either party without notice for good cause. An important reason that entitles VST to terminate the contract is, in particular, if the customer violates VST's rights of use by using the software beyond the scope permitted by this contract and does not remedy the violation within a reasonable period of time after being warned by VST.

9.3 Termination must be made in writing.

9.4 In the event of termination, the customer must cease using the goods and remove all installed copies of the programme from his computers and, at VST's discretion, immediately return or destroy any backup copies made.

§ 10 Warranty and Liability

10.1 VST warrants that the contractually agreed quality of the goods will be maintained during the term of the contract and that no rights of third parties conflict with the contractual use of the goods. VST shall remedy any material defects and defects of title in the goods within a reasonable period of time. VST also fulfills its obligation to rectify software components by making updates with an automatic installation routine available for download on its homepage and offering the customer telephone support to solve any installation problems that may arise.

10.2 VST shall perform the services, insofar as they are the subject matter of the contract, with the utmost care and shall guarantee that these services are performed properly and in accordance with the requirements. VST shall not be liable for any success beyond the proper performance of the services.

10.3 The Customer has the statutory right to claim for defects in the goods. There is no right to rectification of defects beyond the provisions of §§ 536 ff. BGB. The quality and thus the defect-free nature of the delivered goods shall be determined solely by the description of the goods valid at the time of delivery to the Customer.

Warranty claims shall be subject to the condition that the defective goods can, at the discretion of VST, be inspected and examined by the customer or that the goods can be sent to VST or to a repair service designated by VST in advance with regard to their defectiveness. The customer bears the risk of accidental loss of the goods in case of return. VST will carry out the inspection immediately after receipt of the goods and inform the Customer of the result of the inspection (in particular confirmation of the reported defect or the need for further clarification) and, if the defect is found, will immediately initiate the repair.

10.4 Immediately upon receipt of the delivery and before use, the Customer shall inspect the external condition of the goods, report any transport damage to the transport company, secure evidence thereof and inform VST immediately in writing. By starting to use the rented goods, the Customer acknowledges that the rented goods were in proper condition at the time of delivery.

10.5 VST warrants to the Customer that the goods do not infringe the rights of third Parties ('infringement of intellectual property rights'). VST shall indemnify the Customer on first demand against all claims of third Parties for which VST is responsible due to infringement of intellectual property rights and shall also bear the reasonable costs of the Customer's legal defence. The Customer must inform VST immediately if he becomes aware of a claim by a third party that the use of the subject matter of the contract infringes the property rights of this or other third Parties; the Customer is not entitled to acknowledge such claims de facto or in legal terms without the prior written consent of VST. The right to be held harmless expires if the Customer does not immediately inform VST about the assertion of claims by third Parties and if there is no case of unlimited liability.

10.6 VST shall be liable without limitation in cases of intent, gross negligence or culpable injury to life, body or health. Notwithstanding the cases of unlimited liability, VST shall only be liable for slight negligence in case of breach of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract or whose breach endangers the achievement of the purpose of the contract and on whose compliance the customer may regularly rely (cardinal obligation).

In the case of slight negligence, VST's liability for lost profits and/or lost savings is also excluded. VST's liability for slightly negligent breach of other obligations is excluded.

Furthermore, VST's no-fault liability for initial defects in the goods is excluded.

10.7 VST is only liable for loss of data due to slight negligence under the conditions and to the extent of section 10.5 if the Customer has performed a daily data backup.

10.8 VST shall not be liable for any other damages, in particular for loss of data or hardware malfunctions caused by incompatibility of the components present on the Customer's PC system with the new or modified hardware and software, as well as for system malfunctions caused by existing misconfigurations or older, disruptive drivers that have not been completely removed.

10.9 The above limitations of liability do not apply to liability under the Product Liability Act or in the case of written guarantees.

§ 11 Prices and payments

11.1 The monthly remuneration for the granting of use is set out in the contract documents. If the contract is not concluded on the first day of a calendar month, the rent to be paid for the first month shall be calculated on a pro rata basis according to the remaining days of the month, starting on the day following the provision of the goods.

11.2 The invoice amount is to be paid to the account specified in the invoice. It must be credited no later than the tenth day after receipt of the invoice.

11.3 If the Customer is in default of payment, it shall be obliged to pay default interest at a rate of 8% above the base interest rate, whereby we reserve the right to prove and assert higher damages caused by default.

§ 12 Confidentiality

12.1 The Parties are obliged for an unlimited period of time to maintain the confidentiality of each other's business and trade secrets as well as confidential information that becomes known to them in connection with the performance of the contract. Confidential information within the meaning of this provision is information, documents, statements and data which are designated as such or which by their nature are to be regarded as confidential (e.g. passwords).

12.2 The Customer is obliged to grant access to confidential information of VST only to those employees who are entrusted with the performance of services in the context of the execution of the contract, to protect the confidential information against unauthorised access by third Parties by means of appropriate confidentiality measures and to comply with the statutory and contractual data protection provisions when processing the confidential information.

12.3 VST is entitled to pass on confidential information to subcontractors, provided that the subcontractors are obliged to maintain confidentiality.

12.4 Upon termination of this contract, the Parties are obliged to return or destroy the confidential information of the other party at their discretion, insofar as it has not been used properly.

§ 13 Amendments to the General Terms and Conditions

VST is entitled to amend the GTC with a reasonable notice period, provided that the amendment is reasonable for the Customer, taking into account the interests of VST. The Customer will be informed of the changes in writing. If the changes are to the disadvantage of the Customer, the Customer has an extraordinary right of termination at the time the changes come into effect. VST will inform the Customer of this extraordinary right of termination in the notification of the change and also that the change will take effect if the Customer does not exercise the extraordinary right of termination within the set period.

§ 14 Final provisions

14.1 The laws of the Federal Republic of Germany shall apply, excluding the UN Sales Convention.

14.2 The exclusive place of jurisdiction for all disputes between the Parties arising out of or in connection with the Contract shall be Saalfeld, Germany. However, the Supplier is entitled to sue the Customer at the Customer's general place of jurisdiction or at the place of jurisdiction of a branch office.

14.3 Should individual provisions of these GTC be or become invalid or contain a legal loophole, this shall not affect the validity of the remaining provisions. The Parties shall replace an invalid provision with a valid provision that comes closest to the intended purpose of the original provision.

14.4 Amendments and supplements to these Terms and Conditions must be made in writing; this also applies to any waiver of the written form requirement.

14.5 These GTC also exist in an English language version. In the event of difficulties of interpretation, the German text of these bilingual GTC shall prevail.

As of: November 2024