

Terms and conditions for the provision of "Mobile ID Manager" as standard software (on-premises license)

1. Subject matter of the contract

- 1.1. The quality and scope of performance of the software, including functionality and compatibility, as well as the approved operating environment, are set out in the data sheet for BALTECH Mobile ID in the current version, supplemented by the operating instructions (<https://docs.baltech.de/mobile-id-overview>), unless otherwise agreed. Unless otherwise agreed or prescribed by law, the security of the software shall be governed by the rules of technology proven on the market at the time of the transfer of risk. Public statements can only be decisive for the quality owed insofar as they relate to specific properties of the specifically agreed software.
- 1.2. The software is only supplied in executable form, including operating instructions (user documentation or online help) and installation instructions. The operating instructions and the installation instructions can also be made available to the customer electronically. Further instructions will only be supplied if this has been specifically agreed.

Prior to any permissible decompilation, the customer shall first request the necessary information from the provider. Insofar as the Provider's software contains interfaces to software not supplied by the Provider, Section 69d of the German Copyright Act shall apply.

- 1.3. Unless otherwise agreed, the software shall be installed and put into operation by the customer. All other services provided by the Provider at the Customer's request (in particular preparation for use, installation and demonstration of successful installation, instruction, training and consulting) shall be agreed separately and shall be remunerated on a time and material basis.

2. Formation of the contract

- 2.1. A contract for the use of the software is concluded when an administrator account is opened in the installation of the Mobile ID Manager on a server in the customer's sphere of operation.
- 2.2. The contract must be concluded by an authorized employee or representative of the customer.

3. Rights of use to software and protection against unauthorized use

- 3.1. Upon conclusion of the contract, the provider grants the customer the simple, non-exclusive right to use the relevant administrator account to set up Mobile ID project accounts for the administration of Mobile ID projects. A Mobile ID project is characterized by a common administrative body and a user group that is delimited from the outside, such as a property with different tenants who share the central facilities, or several properties of the same end user. The use, resale or rental of a Mobile ID project account for setting up and managing various Mobile ID projects is explicitly prohibited. The Provider points out in particular that the use of separate

project accounts is a central requirement for the secure operation of Mobile ID.

Extended use must always be contractually agreed before it begins. The remuneration is based on the scope of the right of use.

- 3.2. The customer may only copy software insofar as this is necessary for use in accordance with the contract. Copyright notices in the software may not be changed or deleted.
- 3.3. The provider is entitled to take appropriate technical measures to protect against non-contractual use. The use of the software on an alternative or successor configuration must not be significantly impaired by this.
- 3.4. Ownership of the reproductions provided shall remain reserved until the remuneration owed has been paid in full. Insofar as individual rights of use are granted beforehand, these are always only provisional and freely revocable by the provider.
- 3.5. The provider may revoke the customer's right of use if the customer significantly violates restrictions on use or other regulations to protect against unauthorized use (see also sections 4.4 and 4.5). The provider must set the customer a grace period for remedial action beforehand. In the event of recurrence and in special circumstances which justify immediate revocation after weighing up the interests of both parties, the provider may declare revocation without setting a deadline. The customer must confirm to the provider in writing that use has ceased following revocation. The Provider shall restore the Customer's right of use after the Customer has demonstrated and assured in writing that there are no longer any violations of the right of use and that previous violations and their consequences have been eliminated.

4. Obligations of the customer

- 4.1. The customer shall ensure that expert personnel are available for installation and use of the software.
- 4.2. The Customer shall support the Provider to the extent necessary in remedying defects, in particular by sending a data carrier with the relevant software and providing work equipment at the Provider's request.
- 4.3. The customer acknowledges that the software, including the operating instructions and other documents - also in future versions - are protected by copyright. Furthermore, these may be business secrets in whole or in part.

Source programs in particular are business secrets of the provider, unless they are freely available or otherwise regulated in individual contracts. The customer shall ensure for an unlimited period of time that source programs are not made accessible to third parties without the provider's consent. In addition, the provisions in section 2.6 of of the General Terms and Conditions for BALTECH Mobile ID apply.

The transfer of source programs requires the consent of the provider, which may not be refused contrary to good faith. The provider shall only supply source programs on the basis of an express agreement.

- 4.4. The customer may not do anything that could encourage unauthorized use. In particular, he may not attempt to decompile the programs unless he is legally entitled to do so. The customer shall inform the provider immediately if it becomes aware that unauthorized access is imminent or has occurred in its area.

5. Claims for defects by the customer

- 5.1. The provider warrants that the software complies with the agreements in section 1.1 when used in accordance with the contract.

The limitation period for claims for defects shall commence upon delivery or - if the provider installs - upon completion of the installation. An extension of the scope of use (clause 3 .1 paragraph 2) has no influence on the course of the limitation period.

Section 5 of of the General Terms and Conditions for BALTECH Mobile ID also applies to defects of title.

Section 4 of of the General Terms and Conditions for BALTECH Mobile ID also applies to material defects in accordance with the following provisions in Sections 4.2- 4.4. Section 475a BGB remains unaffected.

- 5.2. The customer shall only have claims for defects if reported defects are reproducible or otherwise verifiable by the customer. Section 2.4 of of the General Terms and Conditions for BALTECH Mobile ID applies in particular to the notification of defects.
- 5.3. If the customer is entitled to claims for defects, he shall initially only have the right to subsequent performance within a reasonable period. Subsequent performance shall include, at the provider's discretion, either rectification of the defect or delivery of replacement software. The interests of the customer shall be given due consideration in the choice. The customer shall provide the provider with reasonable access to the software for the purpose of subsequent performance.

The customer shall enable the provider to install and remove the goods as part of the subsequent performance, unless this is unreasonable for the customer. The customer shall consult with the provider before taking its own measures to remedy the defect.

If the customer is entitled to reimbursement of expenses, this shall only apply to a reasonable extent, taking into account the value of the relevant service in a defect-free condition and the significance of the defect.

- 5.4. If the supplementary performance fails or cannot be carried out for other reasons, the customer may reduce the remuneration, withdraw from the contract and/or - within the scope of Section 6 of of the General Terms and Conditions for BALTECH Mobile ID - demand compensation for damages or expenses in accordance with the statutory requirements.

If subsequent performance is delayed, Section 3.4 of the General Terms and Conditions for BALTECH Mobile ID shall apply to compensation for damages and expenses incurred by the provider.

The customer shall exercise any right of choice to which it is entitled with regard to these claims for defects within a reasonable period of time, generally within 14 calendar days of the customer becoming aware of the right of choice.

6. Validity of the general terms and conditions

The General Terms and Conditions for BALTECH Mobile ID also apply.

Important note: This is a translation of the original German document. Only that original is legally binding. No legal claims or titles result from this English translation.

History

Version	Date	Description
1.0	19.07.2024	Initial version