Platform Terms of Use – Applicable for UAE
Last amended: 12/2021

PREAMBLE

Security and Safety Things GmbH, Sendlinger Straße 7, 80331 Munich, Germany, ("**Azena**") operates an IoT platform for security camera systems under the brand Azena, which can be accessed via www.azena.com where different stakeholders, such as system integrators, application developers, camera manufacturers, distributors, VMS vendors and end customers (**"Customer"**) can access and use different Service Offerings among other things a Device Management Portal, a Developer Environment, a Manufacturer Portal and an Application Store for security camera systems (**"Platform"**). In the Application Store, Customer can order specific software applications (**"Products"**) which are developed and provided by different application developers (**"Third Party Providers"**). These terms of use (**"Terms of Use"**) govern exclusively the legal relationship between Azena and the Customer, or the entity the Customer is representing, regarding the access to the Platform and the use of Service Offerings.

Azena operates the Platform for businesses only and does not accept Consumers within the meaning of § 13 of the German Civil Code as Customers.

1. **Definitions**

    Account means the access authorization to the Platform and the Service Offerings.

    Access Credentials are used to control access to an Account and consist of a user ID and a password only known by the Customer. A Customer can create further Users with access to the respective Account. These Users will each have an individual user ID and password.

    Affiliate shall mean an entity that controls, is controlled by, or is under common control with a Party to these Terms of Use, where "control" means the direct or indirect holding of more than 50% of equity ownership or voting rights.

    Application Store means the IoT marketplace for security camera systems under www.azena.com where Customer can order specific Products and Trial Products provided by Third Party Providers.

    Content means all information available via the Platform and the Service Offerings, such as software (including machines images and source code), software functionalities, APIs, data, text, audio, video or images, including documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology.

    Consumer within the meaning of § 13 of the German Civil Code means every natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession.

    Customer means the legal entity that is the owner of an Account.

    Customer Content means Content that a Customer transfers to Azena in connection with the access to the Platform, the use of Service Offerings and the Account for processing, storage or hosting. Customer Content also includes Registration Data.

    Developer Environment contains two components

    (a) the Developer Portal where necessary information for the development for applications can be obtained (e.g. documentations, resources) as well as

    (b) the Developer Console which allows uploading and managing applications listed in the Application Store.

    End User means any individual or entity that directly or indirectly through another Customer accesses or uses Customer Content. The term "End User" does not include individuals or entities when they are accessing or using the Platform and the Service Offerings or any Content under their own Account. In this case the individual or entity is considered as a Customer.

    Device Management Portal means the environment in which devices can be administered, supervised and operated (e.g. camera health monitoring, organizing of cameras, and management of applications).

Listing means the offering of a Product via the Application Store.

Manufacturer Portal means the environment where information about Azena's Operating System is made available. This comprises general information about the technology and requirements, version releases and other technical documentation to support the Azena Operating System onto devices.

Ordering/ Subscription means the agreement entered into via the Application Store regarding a specific Product.

Platform means the Azena Ecosystem under www.azena.com

Product means any software, software functionality, service or other product that is made available via the Application Store for Ordering.

Product Fee means the fee, if any, defined by the Third Party Provider, associated with the Ordering of a Product via the Application Store.

Provider means the respective provider of a Product and the contractual partner of the Customer with regard to Ordering via the Application Store.

Service Offerings means the services and functionalities accessible through the Platform among other things the Device Management Portal, the Developer Environment, the Manufacturer Portal, the Application Store and information, products or services provided by Azena under these Terms of Use. Service Offerings do not include Products and Third Party Content governed by separate Terms of Use.

Support means any helpline, professional and/or maintenance service, among other things consulting services or removal of defects.

Supported Countries means the listed countries under: https://support.azena.com/hc/en-us/articles/360043913854-Which-countries-are-currently-supported-, where Customer can have full access to the Platform and its Service Offerings.

Third Party Content means Content made available to Customer by a third party other than Azena on the Platform or in conjunction with the Products. Third Party Content includes Products offered by Third Party Provider via the Application Store.

Third Party Provider means a third party other than Azena that provides Content on the Platform under its own name and own Account.

Trial Products means Products that can be tested for a Trial Period as further detailed out in Section 7.

User means any individual or legal entity with Access Credentials under an Account of the Customer.

2. Scope of Terms of Use

2.1 Azena provides access to the Platform and use of the Service Offerings exclusively on the basis of these Terms of Use.

2.2 Individual, representing the Customer when entering into this agreement, warrant to Azena, that they are lawfully able and have the capacity to enter into contracts (e.g. he is not a minor) and that they have legal authority, permission, resolution or power of attorney to bind the Customer. The representative further warrants, that the Customer is duly organized, validly existing and in good standing under the laws of the country in which it is organized or incorporated.

2.3 Any other provisions, in particular any general terms and conditions of the Customer, shall not be effective.

2.4 Contractual declarations and notifications to be given by the Customer after execution of an agreement (such as setting of deadlines, notification of defects, and declaration of withdrawal or reduction) must be provided in writing (e.g. email, letter) to be effective.

2.5 Individual contracts concluded with the Customer (including collateral agreements, addenda and amendments) in a specific case shall without exception take precedence over these Terms of Use. A written contract or written confirmation from Azena is required for the content of such agreements to be valid.

2.6 Azena is entitled to commission any service from third parties (including affiliates of Azena) acting as subcontractors.

2.7 The Listing of Products by a Third Party Provider in the Application Store is not in the scope within these Terms of Use and requires the acceptance of the document titled Additional Conditions for Third Party Providers under https://www.azena.com/terms

3. Compliance with Laws and Regulations

3.1 Customer may access the Platform and use the Service Offerings in accordance with these Terms of Use.

3.2 Customers' access to the Platform and the use of the Service Offerings must comply with all applicable laws, including copyright or trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction and does not conflict with any agreement that the Customer has signed with a third party. Customer is responsible for making sure that its access to the Platform and the use of Service Offerings is in compliance with the applicable laws and regulations.

3.3 Customers´ access to the Platform and the use of the Service Offerings must comply with the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at: https://www.unglobalcompact.org/what-is-gc/mission/principles.

4. Service Offerings

4.1 Full access to the Platform and its Service Offerings is only available in the following Supported Countries: https://support.azena.com/hc/en-us/articles/360043913854-Which-countries-are-currently-supported-. Customer understands and agrees that any user of Costumer's product has to be located in a Supported Country, in order to register and get full access to the Platform and its Service Offerings. Without full access to the Platform and its Service Offerings, Customer can only use the Service Offerings in a limited way.

4.2 The access to the Platform and its Service Offerings requires a Registration (as defined in Section 5). Registration is only possible if the Customer is located in a Supported Country at the time of their Registration.

4.3 The Platform is a platform with various Service Offerings via which a Customer can, inter-alia, get support for the development and the publication of applications, manage their devices and deploy applications to their devices. The functionalities depend on the role under which the Customer is registered ("Developer", "Integrator" or "Device Manufacturer").

4.4 Third Party Content is made available to the Customer by any Third Party Provider and may be used by Customer at Customer's own choice, in particular when Ordering Products via the Application Store. Third Party Providers offer Third Party Content in their own name and on their own Account. Third Party Content may be governed by separate terms and conditions which may include separate fees and charges.

4.5 As far as the Platform and the Service Offerings are provided free of charge, they are provided on an "as is" basis. Therefore, there are no warranties and there is no right to access or use the Platform and the Service Offerings without interruption. Azena does not and cannot warrant that the access to the Platform and the use of Service Offerings will not be impaired by downtime, maintenance activities, further developments, updates and upgrades or malfunctions. Azena will use reasonable efforts to ensure that the Platform and the Service Offerings are as user-friendly as possible. Technical malfunctions (e.g. interruption in the electricity supply, hardware and software errors, and technical problems in the data lines) also can, however, give rise to temporary restrictions or interruptions.

4.6 Azena shall store and regularly back up Customer Content for the duration of these Terms of Use. The Customer is solely responsible for compliance with mandatory record retention periods for financial accounting and tax purposes.

5. Account, Users and Notices

5.1 In order to access the Platform and use the Service Offerings Customer must provide certain information required by Azena to open an Account ("**Registration**").

5.2 The data requested by Azena at the time of Registration must be stated completely and correctly, e.g. company name, current address, valid indirect tax identification number (e.g. EU: VAT-Identification number, Australia: ABN etc.), telephone number, valid e-mail address and a representative's name ("**Registration Data**"). The Registration of a legal entity may only be carried out by an authorized individual, who must be identified by name.

5.3 By submitting Registration Data, Customer is making Azena an offer to conclude a contract based on these Terms of Use. After submitting the Registration Data, these are validated by Azena for completeness and plausibility. If the

Registration Data is correct, Azena shall decide on whether to accept Customer's offer at Azenas own discretion. If Customer's Registration is not confirmed by Azena by e-mail to the e-mail address provided by Customer within a reasonable time, Customer shall no longer be bound by Customer's offer. If an e-mail confirmation from Azena is received by Customer within this time frame, an open-ended user relationship shall be established on the basis of these Terms of Use and Customer shall be entitled to use the Platform and the Service Offerings in accordance with these Terms of Use.

5.4 Azena reserves the right to refuse to open a Customer´s Account, in particular if there is a legitimate reason to believe that the Customer will not act in accordance with these Terms of Use or applicable law.

5.5 Customer is entitled to create multiple Users under an Account. Each User shall be given individual Access Credentials. Customer represents and warrants that all Users will abide by these Terms of Use in their then current version or any subsequent new version and that all Users shall duly act on behalf of Customer and in compliance with any applicable law. By creating an Account, Customer accepts responsibility for the acts and omissions of any User created under such Account as if they were Customer's own acts and omissions. In particular, Customer is responsible for Customer's Users' compliance with the obligations set out in Section 9.

5.6 All notices will be sent in electronic form to the email address associated with the Account.

5.7 Customer is liable for all activities performed under Customer's Account.

6. Application Store, Payment, Obligations in Electronic Commerce and Reviews

6.1 In the Application Store the Customer can order specific software applications (**"Products"**) which are developed and provided by different application developers (**"Third Party Providers"**).

6.2 The Ordering of Products via the Application Store is governed by separate terms and conditions provided by Third Party Providers during the order process.

6.3 The Listing of a Product via the Application Store does not constitute a binding offer. Only the Ordering of Products by the Customer is a binding offer by the Customer. The contractual relationship is established when the Customer receives a confirmation e-mail about the acceptance of the offer.

6.4 The fee for the Product (**"Product Fee"**) is based on the respective price list of the Third Party Providers displayed during the order process and can be changed at any time based on the decision of the Third Party Provider. All Product Fees are in Euro (EUR) or US Dollar (USD) based on the Customer´s country of registration and shall be exclusive of VAT or any other tax of a similar nature in whatever jurisdiction, which may be substituted or levied in addition to it. Any such VAT or similar tax shall be charged in accordance with the relevant regulations in force at the time of making the supply. Customer shall (against the production of a valid tax invoice) pay, in addition to sums due, any VAT or other sales or similar tax due at the current rate.

6.5 Due to statutory VAT provisions and for VAT purposes only, Azena will issue the invoice to the Customer in its own name but on the account of Third Party Provider. Invoices and other financial documents will be made available to Customer in compliance with local regulatory requirements. For the majority of Customers, this will be via their Account as a download and not sent by Email. Only for those countries where other forms on invoicing are required by law will other forms be used (e.g. paper invoice).

6.6 For certain local Orders/Subscriptions where the Customer and the Third Party Provider are located within a specific country (e.g. Republic of Korea and Japan), the following additional agreements apply: According to local tax provision Azena cannot issue tax invoices for the sale of a Third Party Product, Azena issues transaction documents to the Third Party Provider and to the Customer. The local Third Party Provider is responsible for issuing an invoice to the local Customer including applicable tax. For transactions where this is relevant Azena will inform the Customer during the respective ordering process.

6.7 Payments will be made free and clear of any deduction or withholding of taxes, as may be required by law. If any such deduction or withholding of taxes (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received is equal to the invoiced amount.

6.8 Azena cooperates with one or more third party payment service providers to handle payment processing services in connection with the Application Store (**Payment Service Provider**). In no way, Azena shall be understood to process payments or to act as a payment service provider for the Application Store. This means, all payment methods available in the Application Store are subject to a payment service agreement between the respective Third Party Provider and the respective Payment Service Provider.

a)   Credit card payment: If credit card payment is available, the invoice amount will be charged within 7 days after placing an Ordering via the Application Store. The Customer must ensure sufficient funds in the provided bank account. If applicable, Customer has to bear costs which arise as a result of a chargeback of the payment transaction due to insufficient funds in the provided bank account or due to incorrect bank account data transmitted by the Customer. If payment fails, the Customer acknowledges that all received technical licenses will become invalid immediately.

b)   Wire transfer: If wire transfer is generally available with regard to the selling Third Party Provider, Azena reserves the right not to offer payment by wire transfer in individual cases and to limit the amount up to which an ordering via payment by wire transfer is possible. This limit applies to the entire customer account and also takes into consideration outstanding amounts from previous invoice orders. Payment is due immediately after placing the order and is payable according to the payment term stated on the invoice. If the payment term is exceeded a default interest in the amount of 8 percent above the respective base interest rate p.a. shall accrue.

6.9   The following general obligations in electronic commerce do not apply to the order of Products via the Application Store:

a)   provision with reasonable, effective, and accessible technical measures with the help of which the Customer may identify and correct input errors prior to making their order according to § 312i para. 1 sentence 1 no. 1 German Civil Code;

b)   communicate to the Customer clearly and comprehensibly the information specified in Article 246c of the Introductory Act to the Civil Code in good time prior to sending their order according to § 312i para. 1 sentence 1 no. 2 German Civil Code; and

c)   confirmation of the receipt of the order without undue delay according to § 312i para. 1 sentence 1 no. 3 German Civil Code.

6.10   Azena is only providing Customer support regarding errors or issues associated with the Platform and the Service Offerings. Third Party Provider is solely responsible for all errors or issues associated with a Third Party Product or for providing all Customer support for their Third Party Product.

6.11   Customer is entitled to review and rate the Product after it was ordered. Customer is obliged to provide objective and accurate information in the submitted reviews. Reviews are most helpful when they provide unbiased information. Therefore, the posting of reviews for own Products that a Customer might offer in the Application Store as a Third Party Product is not allowed, nor is it allowed to review and rate a Product to promote it against compensation. The reviews are not examined by Azena and may be inaccurate or misleading. Any review manipulation, which is any attempt to artificially increase or lower a rating score, is not allowed. Azena reserves the right to remove any review in case of a breach of the foregoing provisions. In case Customer or Third Party Provider detect any review and rating manipulation, they shall contact Azena and report the infringement.

7.   Trial Products

7.1   Third Party Provider might offer Trial Products for test purposes which Customer can use free of charge for a limited period of time ("**Trial Period**"). Third Party Provider will label Trial Products in an appropriate form, e.g. as "Trial Product", "Demo Version", "Beta Version", "Limited Use" or "Free".

7.2   Trial Products shall be used for trial purposes only and are not intended for any resale, production or any other commercial use. Customer is not entitled to an uninterrupted or error-free use of the Trial Products. Apart from Trial Products that are already ordered, Azena and Third Party Provider may discontinue Trial Products at any time, without notice and may decide to never make Trial Products available as a full version of Product. Trial Products cannot be converted into full versions of Products after Trial Period. Full versions of Products need to be ordered and installed separately.

8.   Third Party Content

8.1   The Content of the Platform and the Service Offerings is comprised partly from Azena's Content and partly from Third Party Content. Azena does not carry out an examination for completeness, correctness and legality in Third Party Content and does not adopt it as its own. In particular, Azena does not carry out any inspection of the safety aspects related to Third Party Content. This also applies to the quality of Third Party Content and its suitability for a specific purpose, and also, as far as Third Party Content is linked to external websites, which may possibly be viewed through framing.

8.2 Products are made available to the Customer by Third Party Providers via the Application Store. Third Party Providers offer Products in their own name and on their own Account. When Ordering a Product offered by Third Party Provider, the Customer enters into a contractual relationship with the respective Third Party Provider. Third Party Providers therefore are solely responsible for such Products. Azena is not the contractual partner and therefore accepts no responsibility or warranty for the Products of Third Party Providers. Azena is also not an agent of any third party.

8.3 Notwithstanding the provisions in Section 8.1 and 8.2, due to statutory VAT provisions and for VAT purposes only, Azena is treated as taking part in the transaction between Third Party Provider and Customer regarding the Ordering of a Product via the Application Store. Thus, Azena is treated as acting in Azena's own name but for the account of Third Party Providers (fiction of a commissionaire structure for VAT purpose). To the extent permitted by applicable indirect tax legislation Azena will issue self-billing invoices to the Third Party Provider and the Third Party Provider hereby agrees on receiving self-billing invoices. In case issuing self-billing invoices is not permitted by applicable indirect tax legislation, upon request of Azena, Third Party Provider has to issue an invoice to Azena without undue delay. It will be incumbent on Azena ("Obliegenheit") to issue the respective invoice to the Customer. For certain Orders/Subscriptions reference is made to section 6.6.

8.4 Notwithstanding the provisions in Section 8.1, Azena will, at its sole discretion, examine legitimate notices of infringements of these Terms of Use, or of any unlawfulness or inaccuracy of Third Party Content and, where applicable, take appropriate actions to end this unlawful condition. In particular, Azena will remove unlawful or offensive Third Party Content, after Azena becomes aware of it.

9. Customer's Duties

9.1 Notwithstanding any other obligations set forth in these Terms of Use, Customer is obliged to promptly provide reasonable cooperation required from them. Therefore, Customer is:

a) obliged to immediately change all initial passwords which are assigned to him into passwords known only to the Customer. Customer is required to carefully store Customer's Access Credentials and protect them from unauthorized access. If a Customer becomes aware that a third party has used Customer's Access Credentials, they are required to notify Azena immediately;

b) obliged to correct the information in Customer's Account immediately, if, after the Registration, the indicated data changes (e.g. new valid Customer indirect tax identification number);

c) responsible to ensure that the Products meet Customer's requirements in terms of capacity, reliability and security.

9.2 Customer shall not (and shall procure that any User under Customer's Account shall not):

a) Intentionally access, tamper with, or use non-public portions of the Platform and the Service Offerings or the technical delivery systems of Azena's providers;

b) Use any robot, spider, scraper, or other similar automated data collection or extraction tools, program, algorithm or methodology to search, access, acquire, copy or monitor any portion of the Platform and/or the Service Offerings other than via documented API endpoints;

c) Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform and the Service Offerings;

d) Attempt to decipher, decompile, disassemble, or reverse-engineer or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used, comprising or in any way making up a part of the Platform and the Service Offerings;

e) Attempt to probe, scan or test the vulnerability of the Platform and the Service Offerings or breach or impair or circumvent any security or authentication measures protecting the Platform and the Service Offerings;

f) Frame or mirror the Platform and the Service Offerings; or

g) Use any device, software, or routine that interferes with any application, function, or use of the Platform and the Service Offerings, or is intended to damage, create undue load, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication stored or transmitted therewith.

10. Usage Rights

10.1 Azena hereby grants to Customer the limited, non-exclusive, non-sub-licensable, revocable and non-transferable right

to access the Platform and use the Service Offerings solely in accordance with these Terms of Use, during the term as provided in Section 17.1.

10.2   The installation, use, access, display and execution of a Product ordered in the Application Store requires an individual license for each video device (either a physical device or an individual digital system) on which such Product is installed, used, accessed, displayed or executed at the same time. Licenses acquired via the Application Store are connected to specific video devices by Azena. Azena entitled, on behalf of the Third Party Provider, to examine whether the use of the Products acquired via the Application Store is in compliance with the scope of the rights granted by such license. The examination must be announced with a reasonable notice time. During the examination, it must be ensured that no personal data is transmitted to Azena. Customer shall support Azena to the best of its ability in the performance of such an examination. Azena, at its own discretion, may authorize qualified third parties bound by sufficient confidentiality obligations to conduct such examinations.

10.3   Where Azena makes new versions, updates, upgrades, modifications or extensions of the Platform and the Service Offerings available or carries out other changes with respect to the Platform and the Service Offerings, the provisions of Section 10 shall also apply thereto.

10.4   Customer shall have no rights which are not explicitly granted to the Customer under these Terms of Use. Customer shall not be entitled to use the Platform and the Service Offerings beyond the scope of use granted in these Terms of Use or make the Platform and the Service Offerings available to third parties. In particular, it is not permitted to duplicate the Platform and the Service Offerings or to provide it for use for a limited period of time, in particular not to lease it or loan it.

10.5   If Customer violates any of the provisions of this Section 10, Azena shall be entitled to and reserves the right to suspend Customer's access to the Platform and the Service Offerings in accordance with Section 14, provided that such suspension remedies the violation. Customer shall be informed prior to such suspension. In case of repeated violations of this Section 10 by the Customer, Azena shall be entitled to terminate the Account for cause, unless Customer is not responsible for the violation.

11. Intellectual Property

11.1   Azena and its licensors own all rights, title, and interest in and to the Platform and the Service Offerings, and all related technology and intellectual property rights.

11.2   The Customer is not permitted to remove notices and notations in the Platform and the Service Offerings that refer to confidentiality, copyrights, trademark rights, patent rights and other intellectual property rights. Subject to Customer Content, Azena or Azena's licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Platform and the Service Offerings as well as any improvements, design contributions or derivative works conceived or created by Azena or its licensors in or to the Platform and the Service Offerings.

12. Open Source Software

Free and Open Source Software (FOSS) components including the applicable FOSS license conditions used within the Platform and the Service Offerings shall be illustrated in the Product Description or in the application itself, if providing requires the fulfilment of FOSS license obligations.

13. Customer Content

13.1   By submitting, uploading, sharing, publishing, transmitting, or otherwise making available Customer Content on or through the Platform or the Service Offerings, Customer hereby grants to Azena a fully paid, royalty free, worldwide, sub-licensable, non-exclusive license and right to use Customer Content during the term of these Terms of Use according to Section 17 and for the sole purpose of enabling Azena to perform its obligations in accordance with these Terms of Use. The right of use includes, in particular

a) the storage of Customer Content on the servers of Azena or of third parties commissioned by Azena at home or abroad;

b) the reproduction, modification, adaption, moderating and publishing of Customer Content, in particular publicly performing and publicly displaying Customer Content via the Platform or the Service Offerings (or parts thereof), and publicly displaying the Customer Content on websites operated by Azena and on social networks and similar platforms (such as Facebook, Google, Stack Overflow, LinkedIn, Twitter, etc.).

13.2   Customer warrants that

a) Customer has all rights and title to Customer Content required to grant to Azena all rights under these Terms of Use;

b) Customer Content shall not violate these Terms of Use or applicable law and shall not infringe or misappropriate the intellectual property rights of a third party;

c) Customer Content is free of viruses, worms, malware, Trojan horses or any other contaminating or destructive features.

13.3   Without prejudice to the Azena's obligation to store Customer Content in accordance with Section 4.6, the Customer is obliged to create back up of Customer Content on a regular basis in an alternative storage medium.

14. Suspension

14.1   Azena may suspend Customer's access to the Platform and/or the Service Offerings, if Azena reasonably determines that

a) the Customer Content and/or the Customer's use of the Platform and/or the Service Offerings

- pose a security risk to the Platform and/or the Service Offerings and/or any third party;

- may adversely impact the Platform and/or the Service Offerings or the systems or Content of any third party;

- infringes any applicable law or any third party right;

- may subject Azena, Azena's Affiliates, or any third party to liability; or

- may be fraudulent.

b) the Customer is in breach of these Terms of Use;

c) the Customer is delinquent on its payment obligations for more than 30 days; or

d) the Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of the Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

14.2   Azena will notify Customer about the suspension by sending a communication to the email address associated with Customer's Account prior to the suspension unless due to the seriousness and urgency of the matter Azena needs to act immediately and is unable to provide prior notice.

14.3   The suspension shall be revoked after the Customer has resolved the problem giving rise to the suspension and notified Azena accordingly.

14.4   The right of Azena to suspend Customer's access to the Platform and/or the Service Offerings is in addition to Azena's right to terminate these Terms of Use pursuant to Section 17 and other remedies that Azena may have under the applicable law.

15. Liability

15.1   Azena is liable in accordance with the statutory provisions

a) in the event of intent or gross negligence;

b) in accordance with the provisions of the German Product Liability Act or any applicable corresponding mandatory laws;

c) within the scope of a guarantee given by Azena; and

d) for loss of life or bodily injury/harm.

15.2   In the event of any property and financial damage caused negligently in any other way, Azena and persons engaged by it for the performance of its obligations shall be liable only in the event of a breach of a material contractual obligation, the amount being limited, however, to the damages foreseeable at the time of acceptance of these Terms of Use by the Customer and typical of the type of contract; material contractual obligations are those obligations which are necessary to the fulfillment of these Terms of Use, upon which the Customer may therefore rely ("**Material Obligation**").

15.3 Notwithstanding the provision in Section 15.1, in the event of a negligent breach of a Material Obligation evidenced by Customer, the amount of Azena's liability for all damaging events occurring in the same contract year is limited to 100% of the fees incurred under the Account of the Customer in the year of the damaging event, however, at most Euro 50,000 per contract year. A contract year shall be the 12-month period starting on the date of Registration and every subsequent twelve-month period.

15.4 No-fault liability for damages per § 536a BGB shall be excluded for defects that existed at the time of conclusion of these Terms of Use.

15.5 Furthermore, Azena's liability is excluded.

15.6 Azena shall not be liable for the loss of Customer Content if the damage is due to Customer's failing to back up data in accordance with Section 13.3, thereby ensuring that lost Customer Data can be recovered with reasonable effort.

15.7 The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Azena in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Azena.

16. Indemnification

16.1 The Customer is obligated to indemnify, defend and hold Azena harmless for and from any third party claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out or in any way related to

    a) any breach of these Terms of Use or any violation of any applicable law or regulation by the Customer or due to the use of Customer Content;

    b) the usage of the Platform or the Service Offerings by the Customer in a manner in which it infringes or violates any Third Party rights, including without limitation any injuries, losses or damages of any kind arising in connection with or as a result of the usage of the payment service by the Customer;

    c) claims regarding Customer Content, or the combination of Customer Content with other applications and third party products, content or processes, including any claims arising from alleged infringement or misuse of third party rights through Customer Content or through use, development, design, production, advertising or marketing of Customer Content;

    d) the use of Open Source Software by the Customer;

    e) any infringement of data protection law respectively applicable or other data protection law relevant stipulations as agreed between the Parties herein or in another context by the Customer or through Customer Content;

    f) any violation of applicable export and re-export control laws and sanctions regulations by the Customer;

    g) any violation of applicable tax law requirements;

       unless Customer is not responsible for the claim.

16.2 Azena shall notify the Customer without delay and leave to the Customer the defense of these claims. Azena will provide the Customer with all reasonable support. In particular, Azena will, as far as possible, provide the Customer with all the necessary information of the use and the possible processing of the Application Store which are subject to these Terms of Use, if this is necessary for the Customer to defend against a claim.

17. Term and Termination

17.1 The term of these Terms of Use commences with the date of Registration and will remain in effect until terminated by Azena or by the Customer.

17.2 Termination for Convenience

    a) The Customer may terminate these Terms of Use at any time for any reason and close the Account for all Service Offerings, for which Azena provides an account closing mechanism.

    b) Azena may terminate these Terms of Use for any or no reason, at any time, by providing three (3) months' notice effective at the calendar month-end. The right to suspend Customer's Account according to Section 14 shall remain thereby unaffected.

17.3 Termination for Cause

a) The right of the Parties to terminate these Terms of Use for cause and without notice shall remain unaffected.

b) Good cause shall be in evidence in particular when one Party grossly breaches express obligations under these Terms of Use, in particular if the Customer utilizes the Platform or the Service Offerings outside the scope of these Terms of Use and remains in breach after the end of a reasonable cure period following a warning notification by Azena.

17.4 Effect of Termination

Upon the effective date of termination

a) the Platform including the Service Offerings will no longer be accessible;

b) the Customer remains responsible for all fees and charges which have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;

c) all authorizations of the Customer according to these Terms of Use end. A termination of these Terms of Use also entails a termination of all User IDs provided to employees or End Users of the Customer;

d) Azena has no longer the obligation to store and back up Customer Content. The Customer is responsible for securing Customer Content prior to the effective date of termination; and

e) The termination will not have any effect on the term of agreements between Customer and Third Party Provider.

18. Data Privacy

18.1 The Parties shall comply with the provisions of data protection law respectively applicable and bind their employees engaged in connection with this contractual relationship and the execution thereof to data privacy and confidentiality in accordance with the applicable laws, except to the extent that they are already under a general obligation to act accordingly.

18.2 If the Customer processes personal data, then the Customer guarantees that he is authorized to do so in accordance with the applicable laws and regulations, and that he has obtained all necessary consents, authorization and required permissions or has entered into necessary agreements with third parties in a valid manner in order to allow for Azena to perform the tasks hereunder, including any access and processing of personal and other private data of all concerned individuals and/or third parties (e.g. end customers of Customers or Customers´ employees) which may be subject to special protection under applicable laws.

18.3 Azena shall only process Customer-related personal data to the extent required to execute these Terms of Use or otherwise permitted by applicable laws. The Customer acknowledges and confirms the collection and processing of such personal data to this extent. Information about the processing of personal data can be found in the data protection notice of the Platform and the Service Offerings under https://www.azena.com/en/privacy-policy.

18.4 Insofar as Azena is acting as a data processor on behalf of the Customer, then this constitutes a processing on behalf of a controller. Such processing activities shall be subject to and be further regulated in the requisite commissioned data processing agreement as provided by Azena during the relevant processes ("**Commissioned Data Processing Agreement**"), that the parties shall enter into prior to making use of the Platform and the Service Offerings in written form if the applicable law so requires.

18.5 As Third Party Provider(s) may collect or process personal data of Customer when Customer is Ordering a Third Party Product, Customers (in their role as Providers to End Users) shall ensure that any and all applicable data protection law requirements will be met when collaborating with Third Party Providers via the Platform and the Service Offerings, including, but not limited to, entering into a proper agreement on data processing on behalf of a controller, where necessary in written form.

18.6 The obligations pursuant to Sections 18.1 to 18.5 shall continue to exist as long as Customer Data is in the area of influence of Azena, also after the termination date of these Terms of Use.

19. Confidentiality

19.1 The Parties agree to keep all Confidential Information that becomes known to them while accessing the Platform and using the Service Offerings strictly confidential and only use such information for the contractually agreed purposes. "**Confidential Information**" for the purpose of this use shall mean information, documents, details and data, which is marked as such or that reasonably should be understood to be confidential given the nature of the information. Customer shall, in particular, treat as confidential any non-public information regarding the availability,

performance or functionality of the Platform and the Service Offerings. The Parties shall not seek to register intellectual property rights in respect of Confidential Information of the other Party.

19.2   If Confidential Information within the above definition is requested by a public authority, then the other Party − to the extent that it is legally allowed - shall be informed without delay and before the Confidential Information is supplied to the public authority.

19.3   The obligations under Section 19.1 shall lapse for such information or parts thereof with respect to which the Party receiving the information evidences that it

   a)   was known to that Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation;

   b)   was already known to the general public or was generally accessible prior to the date of receipt;

   c)   became known to the general public or became generally accessible after the date of receipt without the Party receiving the information being responsible for this.

19.4   Each Party may disclose Confidential Information to its employees and Affiliates if

   a)   this is necessary for the purpose of the fulfillment of these Terms of Use,

   b)   Confidential Information will only be disclosed to the extent that it is necessary for integration in these Terms of Use ("need to know"), and

   c)   the recipient of Confidential Information is obliged to maintain confidentiality in accordance with Section 19.5.

19.5   Each Party is obliged to commit employees and Affiliates within the meaning of Section 19.4 to maintain confidentiality in accordance with the provisions of Section 19.1 to 19.3 insofar as they are not already otherwise obliged to do so by virtue of contractual and/or statutory provisions to an extent that is at least equivalent to the level of protection resulting from Section 19.1 to 19.3.

19.6   The rights and obligations under Section 19 shall not be affected by the termination of an Account, and for as long as there is no evidence of an exception under Section 19.3.

20.   Export Compliance

20.1   The access to the Platform, the Use of the Service Offerings, the Ordering of Products and Customer Content may be subject to national and international export and re-export control laws and sanctions regulations. The Customer agrees to comply with all applicable export and re-export control laws and sanctions regulations, including but not limited to the legislation of the Federal Republic of Germany, the European Union, the United States of America and the local jurisdiction of the Customer's country.

20.2   The Customer shall not − directly or indirectly − provide access to the Platform and the Service Offerings to any destination, entity, or person prohibited or sanctioned by the laws and regulations of the Federal Republic of Germany, the European Union, the United States of America or any other jurisdiction involved.

20.3   Customer agrees not to use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Platform and the Service Offerings, in violation of any applicable export or re-export laws or regulations of the Federal Republic of Germany, the European Union, the United States of America or any other jurisdiction involved.

20.4   Customer agrees that the Platform, the Service Offerings and resulting data, information and software will not be used directly or indirectly for nuclear, chemical or biological weapons proliferation, development of missile technology or any other military purpose.

20.5   Customer shall indemnify and hold Azena harmless from and against any and all liability, claims, proceedings, actions, fines, losses, costs, expenses and damages arising out of, connected with or resulting from Customer's infringing (by act or omission) upon Foreign Trade Law. Such costs and expenses include but are not limited to (i) investigation expenses, (b) fines imposed by the authorities or (c) fees for legal advice sought because of the infringement.

20.6   This Export Compliance Clause shall survive termination or cancellation of the agreements between Azena and Customer.

21. Changes

21.1   At any time, Azena shall have the right to rebrand the Platform, modify the Platform and the Service Offerings provided

free of charge, make new Service Offerings available either free of charge and/or for a fee and to discontinue the provision of free Service Offerings, as well as to change these Terms of Use. Azena will take due care of Customer's legitimate interests.

21.2   Azena reserves the right to modify paid Service Offerings and these Terms of Use, if this is necessary to meet the technical requirements of connecting networks, devices or computers, change in laws or regulations or with regard to further developments, however the basic functionalities of the respective paid Service Offering and the essential characteristics are retained.

21.3   Customer shall be notified of changes by email no later than thirty (30) calendar days before the planned effective date of the changes insofar as the modifications involves a restriction on the usability of data generated till date or other disadvantages or additional charges (e.g. adaptation expenses). If Customer does not object within thirty (30) days of receipt of the notification or continues to use the Platform and its Service Offerings after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Azena is entitled to terminate these Terms of Use subject to a one (1) month notice period. Customer shall be advised of its right to object and of the consequences in the change notification.

22. Applicable law and place of jurisdiction

22.1   The contractual relationships between the Parties shall be governed by the laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

22.2   Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement (or any of its Annexes) or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules (the "Rules"), by one or more arbitrator[s] appointed in compliance with the Rules. The seat of arbitration shall be the Dubai International Financial Centre and the language shall be English.

23. Miscellaneous

23.1   "**Force Majeure**": Operational disruptions caused by force majeure or other unavoidable events beyond Azena's control,

a)   which could not be averted with reasonable effort,

b)   which could not have been foreseen even when exercising with extreme care, and

c)   which make Azena's obligations under these Terms of Use considerably more difficult or completely or partially impossible, such as fire, armed conflicts, war, general mobilization, insurrection, requisition, confiscation, embargo, industrial action that affects Azena or its suppliers, strikes, lockouts, exceptional weather conditions, pandemic/epidemic, operational or traffic disruptions and transport obstructions or restrictions on energy consumption,

discharge Azena from its obligations under these Terms of Use for the duration of such an event.

23.2   The contract language is English. Translations of these Terms of Use into other languages are for Customer's information only. In case of conflicts between the language versions of these Terms of Use, the English language version will prevail.

23.3   Customer may not assign any or all portion of its obligations without the prior written consent of Azena, not to be unreasonably withheld.

23.4   Should any provision of these Terms of Use be or become invalid or unenforceable, this shall, however, not affect the remaining provisions. In this case the Parties will replace the invalid or unenforceable provision by an effective or enforceable provision that is nearest to the economic purpose of the invalid or unenforceable provision.

Security and Safety Things GmbH - operating as Azena