Date: December 2018

By downloading the Software (as defined below in claim 1.1.) or activating the license of the Add-On Modules (as defined below), apart from the MxMC Advanced Service License, if these terms of use are not explicitly referenced there, a license agreement is concluded in accordance with these terms of use, the third-party software conditions and the general terms and conditions of business of MOBOTIX AG ("**MOBOTIX**") (total "**Terms of Use**"). These terms of use are also valid, if a third party downloads or implements software to the storage media of a user or executes it on his computer, if the end user has provided access to his computer or storage media for the third party.

1. Description of Use

1.1) The subject matter of these Terms of Use shall be the respective software provided or downloadable by MOBOTIX in the current version ("**Software**").

1.2) In addition, these Terms of Use include the following add-on modules (each an "**Add-On Module**") to be purchased separately and activated by technical licenses/codes for the respective Software version per Software instance, as applicable:

a) MxMC POS License for using the Retail View, Retail Bar, as well as access to the corresponding Preferences in MxManagementCenter, version 1.7 and higher, in order to be able to display the data provided by exactly one Vectron POS from a corresponding MOBOTIX IoT camera together with its recordings in an MxManagementCenter instance, if the camera and the POS support this functionality. MxMC POS 1.7 can be used in MxManagementCenter from version 1.7 up to all 2.x versions.

b) MxMC POS Demo for time-limited use (30 days) of MxMC POS (1.2. a) for testing and demonstration purposes only.

c) MxMC Advanced Config License for using the extended Camera Configuration in one MxManagementCenter instance, from version 2.0 on, in order to be able to configure a single MOBOTIX IoT camera or a group of up to 80 MOBOTIX IoT cameras, if the camera supports this functionality. Without the MxMC Advanced Config License Add-On Module, only basic camera configuration settings are available in MxManagementCenter.

d) MxMC Integration Starter License for using one ONVIF S camera channel and for enabling the H.264 video and the AAC audio codecs for streaming, replay, and for exporting as well as for enabling the MKV and MP4 container formats in one MxManagementCenter instance from version 2.0 on as well as to access the

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corresponding settings, if the ONVIF S camera is supported by MxManagementCenter. A compatible MOBOTIX recording device is required to record and to replay the ONVIF S camera channel in MxManagementCenter. Further information on this will be provided by MOBOTIX upon request.

e) MxMC Integration Channel License for using one additional ONVIF S camera channel with the MJPEG codec in one MxManagementCenter instance from version 2.0 on and to access the corresponding settings, if the ONVIF S camera is supported by MxManagementCenter. The Add-On Module MxMC Integration Starter License is required for the same MxManagementCenter instance to use the H.264 video and the AAC audio codecs for streaming, replay, exporting and also to use the MKV and MP4 container formats. A compatible MOBOTIX recording device is required to record and to replay the ONVIF S camera channel in MxManagementCenter. Alternatively, the MxMC Integration Channel License can be used for live streaming of one additional "Axis PTZ" protocol camera channel (MJPEG codec only), if the camera is supported by MxManagementCenter.

1.3) The user will strictly observe the type and version assignment of Software, Add-On Modules, camera and other devices.

1.4) In particular, each Add-On Module is only supported starting from a specific version of MxManagementCenter and does not include any major version upgrades, i.e., no upgrades from MxManagementCenter 2.x to MxManagementCenter 3.x or higher, for example. In general, MOBOTIX is not required to provide any version updates for maintaining the functional capabilities of free-of-charge Software or for Add-Ons with costs, where the warranty period has expired. MOBOTIX is also not required to provide any version upgrades, which improve or extend the functional capabilities. Without legal obligation, MOBOTIX provides minor version updates from time to time within a major version (such as MxManagementCenter 2.x) free-of-charge. Version upgrades from one major version to a higher major version, such as from version 2.x to 3.0 or higher, will be charged separately. This does not affect version upgrades included in the MxMC Advanced Service License.

2. Usage Rights

2.1) The Software and the Add-On Modules contain copyrighted works and other intellectual property rights of MOBOTIX as well as the rights holder of the third-party software in accordance with Section 3. Unless expressly granted, MOBOTIX and the rights owners of the respective third-party software in accordance with Section 3 reserve all intellectual property rights to the respective software and other objects of protection, including logos, trademarks, company marks and graphics.

2.2) MOBOTIX grants the user a simple, revocable, non-transferable or sublicensed right to use the Software or the respective Add-On Module, limited to the use of the respective MOBOTIX product. In particular, it is not permitted

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to modify, distribute, publicly reproduce, sell or lease the Software and Add-On Modules. These provisions shall not affect the legal provisions contained in Sections 69d, 69e UrhG (German Copyright law).

2.3) In addition, the user is only entitled to the usage rights of the respective Software and/or the Add-On Modules if he or she is currently and lawfully the owner, owner or administrator of a MOBOTIX product.

3. Third-Party Software

3.1) The Software and/or Add-On Modules may contain software components that are licensed by the rights owners as Free Software or Open Source Software ("**FOSS**") in accordance with the respective license conditions.

3.2) The copyright notices and license texts of FOSS are enclosed with the respective Software and/or the Add-On Modules.

3.3) With respect to the FOSS, MOBOTIX will provide the user with the executable programs and the source code as per FOSS licenses on request from MOBOTIX AG, Kaiserstrasse, 67722 Langmeil, for a period of three (3) years from the date of receipt of the programs (or a processor-controlled MOBOTIX product). Processing can only take place if the user provides the serial number of his MOBOTIX product.

4. Data Privacy

4.1) When using the MOBOTIX product, no personal data is collected, processed or stored by MOBOTIX. Please note that the MOBOTIX product might process personal data locally, such as in claim 7.4.

4.2) Excluded from this are the personal data of a user related to the respective computer or the operating system, which is technically necessary for license activation, management, and fulfilment of the contract. This personal data is collected either by MOBOTIX or a MOBOTIX partner and processed in accordance with the data protection declaration of the MOBOTIX license portal, which can be viewed here.

4.3) As of version 1.7, the MxManagementCenter program collects non-personal data such as the operating system used or the number of cameras used when activating, deactivating, updating and managing licenses for Add-On Modules. These technical data are used by MOBOTIX exclusively for the improvement of the MOBOTIX products and the services provided by MOBOTIX.

4.4) To safeguard the cyber security, stability and reliability of your MOBOTIX software and system, MxManagementCenter checks the MOBOTIX homepage on a regular basis for new software versions and offers the user to automatically update/upgrade to the new version. This update function does not send any personal data to MOBOTIX and can be deactivated by the user in the Preferences of MxManagementCenter.

5. Warranty and Liability for Software Provided Free-of-Charge

5.1) MOBOTIX leaves the Software in its current version and is not obliged to keep the Software provided free of charge up-to-date, to maintain, or to provide newer program versions ("**Updates**").

5.2) If Software and/or Updates are provided by MOBOTIX free-of-charge, this is done without liability and warranty for the new programs and their usability. MOBOTIX does not assume any warranty or liability for any damage, consequential damage, failures or loss of data that may arise from a Software and/or an Update. This exclusion of liability and warranty does not apply in the case of malicious, intentional or grossly negligent acts of MOBOTIX or its representatives and vicarious agents.

5.3) MOBOTIX is not aware that, except for third party software as stated in Section 3, the Software is subject to the copyright, patent or other intellectual property rights of third parties. With the exception of intent and gross negligence, MOBOTIX does not warrant or assume any liability that the Software does not infringe the rights of third parties. Insofar as claims are asserted against the user for the violation of third party rights due to the use of the Software, there is no compensation or compensation claim against MOBOTIX.

6. Warranty and Liability for Add-On Modules Subject to a Fee

6.1) MOBOTIX warrants the agreed quality of the Add-On Modules as well as that the user can use the Add-On Modules without violating the rights of third parties. This does not apply to defects which are based on inadmissible changes and modifications of the user to the Add-On Modules.

6.2) MOBOTIX is not obliged to provide newer program versions of the Add-On Modules.

6.3) If the user is an entrepreneur, he shall inspect the additional modules immediately upon receipt for obvious defects and inform MOBOTIX thereof without delay, otherwise a warranty for these defects is excluded. The same shall apply mutatis mutandis if such a defect becomes apparent at a later date. Section 377 of the German Commercial Code applies.

6.4) If the user is an entrepreneur, MOBOTIX shall initially be obliged to repair or replace the goods in the event of a material defect. Within the scope of the replacement delivery, the user will, if necessary, take over a new status of the additional modules, unless this leads to unreasonable impairments. In the event of defects of title, MOBOTIX shall, at its own discretion, provide the user with a legally irreproachable possibility of using the additional modules or modify them in such a way that no third party rights are infringed. MOBOTIX also fulfils its obligation to repair by providing updates with an automatic installation routine for download. The user's right to reduce the purchase price or to withdraw from the contract in the event of a two-time failure of the repair or replacement delivery at his discretion remains unaffected. A right of withdrawal does not exist in the case of insignificant defects.

6.5) If the user is a consumer, the statutory warranty rules apply without limitation.

6.6) With the exception of claims for damages, warranty claims based on material defects become time-barred after two (2) years or one (1) year if no consumer is involved in the transaction. The limitation period begins with the delivery of the Activation ID to the end customer.

6.7) MOBOTIX shall be liable without limitation in the event of intent or gross negligence, for injury to life, limb or health in accordance with the provisions of the Product Liability Act as well as in the scope of an assumed guarantee. In the event of a slightly negligent breach of an obligation that is essential for achieving the contractual purpose (cardinal obligation), the liability of MOBOTIX shall be limited to the amount of the damage that is foreseeable and typical according to the type of transaction in question. There is no further liability on the part of MOBOTIX. As permitted by applicable law, the liability for indirect or consequential damage and for lost profits is excluded. The above limitation of liability shall also apply to the personal liability of employees, representatives and organs of MOBOTIX.

7. Notice of Use of the Subject Matter of the Contract

When using the subject matter of the contract, the user shall comply with all applicable laws, including data protection laws, copyright law and other laws concerning intellectual property rights and other third party rights. Below you will find information on some of these laws which the user has to observe.

7.1) Right to one's own picture
According to the Art Copyright Act, images may only be published without the consent of the parties concerned if the persons appear only as accessories next to a landscape or other locations. The answer to the question of whether a person is only accessory depends on the circumstances of the individual case.

7.2) Protection of privacy
The privacy of others must not be violated by the pictures shown. The camera must therefore not be placed in the garden or on the entrance door of other apartments, even if these places are visible. Corresponding recordings may not be published. Avoid determining the personal identity of persons (e.g. also via a personal identifier). Monitoring at the workplace is subject to special legal regulations.

7.3) Obligation to inform
If personal identification of persons cannot be ruled out, a reference to the surveillance camera must be clearly visible on all access routes to the recording area. A passer-by must also be informed that when entering the recording area, he or she gives his or her consent to take the pictures and that if he or she refuses to give his or her consent, he or she can avoid taking the pictures by not entering the area. In doing so, the voluntary nature of the declaration must be taken into account.

7.4) Using the POS module (Cash Desk Data System)
MOBOTIX offers the possibility of loading POS data directly from a cash register into a connected camera and saving it in conjunction with a recorded image. When using the POS module in the MxManagementCenter (MxMC), it is possible for the respective user to filter this data in the MxMC according to various criteria and to display the data records found together with the corresponding images. As a rule, the connection with linked camera images provides a link to individual persons and therefore the user has to comply with the stipulations of the regionally valid data protection regulations such as the EU Data Protection Ordinance (EU DS-GVO), the Federal Data Protection Act (BDSG) or other relevant directives or ordinances. The MxMC does not automatically evaluate, store or transmit the POS data.

8. Revocation

If the user violates any of the above provisions or legal regulations, all rights of use granted within the scope of these Terms of Use shall immediately be returned to MOBOTIX. In this case the user has to stop the use of the Software and/or Add-On Modules immediately and completely.

9. Applicability of the General Terms and Conditions of Business

In addition, the General Terms and Conditions of MOBOTIX apply, which can be viewed here. In case of contradictions and/or overlaps, the provisions of these Terms of Use shall prevail.

10. Amendments and Supplements to These Terms of Use

10.1) MOBOTIX reserves the right to amend these Terms of Use at any time and without giving reasons. MOBOTIX will inform the user of changes and additions in text form on the homepage (www.mobotix.com) or at the start of the new Software version. The amended terms of use shall be deemed to have been accepted if the user does not object to the validity of the new terms of use within one (1) month after receipt of the notification.

10.2) If the user objects to the validity of the new terms of use within the aforementioned period, the license granted to the user to use the Software and/or Add-On Modules expires.

11. Applicable Law, Place of Jurisdiction

11.1) The legal relations between the user and MOBOTIX are subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

11.2) To the extent permitted by law, Kaiserslautern shall be the exclusive place of jurisdiction for all disputes. If the contracting party is a consumer, the place of jurisdiction shall be determined in accordance with the statutory provisions.

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12. Severability Clause

If any part or parts of the Terms of Use, for whatever reason, are invalid, this shall not affect the validity of the remaining parts of these Terms of Use.

13. Technical Support and Other Regulations

13.1) The MOBOTIX Software and Add-On Modules should be installed, commissioned, and maintained by the trained MOBOTIX partner, who provided the Software and Add-On Modules. This trained MOBOTIX partner is also the first point of contact for all technical questions or issues. If the MOBOTIX partner or distributor require additional support, the MOBOTIX partner or distributor can contact the MOBOTIX technical support, if they bought the Software or Add-On Module directly from MOBOTIX. MOBOTIX is not obliged to provide any technical support in the future, if the warranty period has expired.

13.2) The Software is available in different languages, including German and/or English. All documentation, in particular all help texts, are not available in the local languages.

13.3) In addition to the support provided by the MOBOTIX partner and distributor, end customers can buy an MxMC Advanced Service License from MOBOTIX. The MxMC Advanced Service License allows end users and their corresponding MOBOTIX partners to directly contact MOBOTIX support and to receive answers with a higher priority than customers who did not subscribe to the MxMC Advanced Service License. Please contact your MOBOTIX partner for further information and for the supplementary terms of use for the MxMC Advanced Service License.