

TERMS OF USE AVONIC

Avonic supplies, among other things, cameras, audiovisual or IT systems. Avonic sets conditions on the use of its cameras, audiovisual or IT systems and the (embedded) software. These conditions are included in these user terms and conditions. Every user of Avonic cameras, audiovisual or IT systems must comply with these user terms.

IN ORDER TO USE THE AVONIC SUPPORT SERVICE, REGISTRATION WITH AVONIC AS A USER IS MANDATORY. READ HERE HOW: WWW.AVONIC.COM/REGISTER

WANT TO PARTICIPATE IN THE FURTHER DEVELOPMENT OF AVONIC CAMERAS, AUDIOVISUAL OR IT-SYSTEMS? JOIN THE AVONIC PRODUCT DEVELOPMENT PROGRAMME. READ ABOUT THE BENEFITS AND CONDITIONS HERE: WWW.AVONIC.COM/REGISTER

1. Definitions

The following definitions apply to these user terms and conditions:

1.1 Avonic: the private company with limited liability, registered under the legal name Avonic B.V. registered with the Chamber of Commerce under number 63411148, which company is engaged in the production of and trade in cameras, audiovisual and IT systems;

1.2 Avonic Products and Services: All products and services provided by Avonic, the resulting provisions and the associated activities which do not originate from third parties and for which any intellectual property rights, industrial property rights and other rights are vested in Avonic.

1.3 Installer: The natural or legal person who, acting in the exercise of his profession or business, has supplied Avonic Products or Services to the User in a legitimate manner.

1.4 User: A (final) user of an Avonic Product who (I) has acquired the Avonic Product lawfully, (II) only uses the "Embedded software" of the Avonic Product to the extent reasonably necessary to use the Avonic Product in accordance with these terms of use and all applicable intellectual property laws, and (III) only uses the Avonic Product for lawful purposes in accordance with the laws and regulations applicable to him or her.

1.5 Embedded software:

Computer software supplied as part of a physical (hardware) Avonic Product without which it cannot function.

1.6 Support:

The provision of verbal (telephone) and written (e-mail) advice regarding the use and operation of Avonic Products and Services.

2. Registration requirement for additional services by Avonic

2.1 User must register with Avonic before User can make use of Avonic's additional services, including the provision of remote support.

2.2 User acknowledges that, instead of Avonic, he may approach the Installer with any requests for support.

2.3 Only after registration and full payment of the costs owed to Avonic, including the license fee, will Avonic provide support for Embedded Software that is lawfully and correctly installed on an Avonic Product.

3. Signing up to the Avonic Product Development Program

3.1 Avonic is committed to technological innovation. This includes the further development of the technology of cameras, audiovisual or IT systems.

3.2 Users may participate in the Avonic Product Development Program. Avonic and the User enter into a written agreement regarding the participation of the user in the Avonic Product Development Program, in which the rights and obligations of the parties, as well as the

guarantees which Avonic and the pilot partner will provide to third parties, are set out in writing.

3.3 As part of the Avonic Product Development Program, it is possible that, in accordance with the General Data Protection Regulation (GDPR), a data protection impact assessment must be carried out before the Avonic Product Development Program can be carried out. If, following an investigation, it is found that the User is not a suitable candidate for the Avonic Product Development Program, for example from the results of a data protection impact assessment, and no measures can be taken to adequately address the risks to the protection and privacy of third parties, Avonic is entitled to exclude the User from the Avonic Product Development Program.

4. Right of use on embedded software

4.1 The possibility exists for some Avonic Products and Services to enrich cameras, audiovisual or IT systems from Avonic with software (modules). For example, to enable a camera to track motion. This software is Embedded Software. Without the Avonic Product hardware (the camera), the Embedded Software does not function.

4.2 Avonic grants the User of Avonic Products the non-exclusive right to use Embedded Software which, together with the hardware on which the Embedded Software can be installed, is made available on a "per Product" basis. An activation code shall be supplied per Avonic Product (hardware) which makes it possible to install the Embedded Software on the Avonic Product. The Embedded Software may only be used on that specific Avonic Product and Service and is not transferable to other Avonic Products and Services and Avonic hardware; the Embedded Software may not be used on other hardware.

4.3 The software may only be used in conjunction with other goods, products or services if it is intended by Avonic to be used in conjunction with them.

4.4 The right of use is always granted for the payment period agreed in writing with Avonic or a third party supplying Products and Services and the Embedded Software for Avonic. This may be on a monthly or annual basis. The licence period is always tacitly extended by the same payment period. Termination occurs by means of a registered letter which must be received by Avonic no later than 2 months before the renewal becomes effective.

4.5 The User's right of use is limited to the Embedded Software installed or to be installed on the Avonic Products and Services (hardware) by means of the activation code for own use only. The right of use is limited to the Avonic Product (hardware) on which the Embedded Software was first installed, and the number of users is always limited to 1 (one) per device. The right of use for software can only be transferred together with the transfer of the Avonic Product on which the Embedded Software is installed.

4.6 The right of use for software is limited to the Object Code. Rights to the underlying software and Source Code itself are not granted.

4.7 The right of use shall take effect after payment for the license has been made. Avonic reserves the right to suspend the right of use if payment is not made or these terms and conditions are not met.

4.8 No rights with regard to maintenance can be derived from the granting of a right of use for any period whatsoever.

4.9 The right of use ends at the end of a license period, if this license period is not extended. Only if the Avonic Product (hardware) on which the Embedded software is installed is defective and is replaced under the terms of the Avonic warranty, shall the right of use on the defective Product be converted to the Product which replaces the defective Product. Avonic is under no obligation to refund licence fees, even if it is a case of an Avonic Product which has reached the end of its life cycle within the licence period.

4.10 The scope of the right to use software of which the intellectual property rights lie (partly) with third parties is determined by the general terms and conditions of those third parties. In the event of any

conflict between the provisions of the third parties' general terms and conditions and these Terms of Use, the provisions of these Terms of Use shall take precedence over the third parties' general terms and conditions.

4.11 It is prohibited to copy, duplicate or modify the Embedded software or Products (hardware) in any way whatsoever yourself and/or with the help of third parties. Any party other than Avonic itself is prohibited from adding functionalities to the installed Embedded software without prior written consent from Avonic.

4.12 Reverse engineering, decompilation or any other method of adapting the software to a human-readable form, or exposing or modifying the hardware, is prohibited for anyone other than Avonic itself, unless explicitly permitted by mandatory law.

5. Maintenance and support for (Embedded) software

5.1 Embedded Software maintenance comprises the provision, at Avonic's discretion, of updates for the licensed Avonic Products and Services or Services which contain a qualitative (e.g. fault repair) or functional improvement to the Avonic Product provided, possibly including documentation thereof. Avonic is not obliged to actively keep the Installer and/or the User informed of any updates or other improvements.

5.2 If maintenance involves a functional improvement, Avonic is entitled to charge additional costs to compensate for this functional improvement.

5.3 Avonic is entitled to refuse to provide maintenance if the Avonic Products and Services, such as cameras, audio-visual or IT systems, or the physical or digital environments in which the aforementioned Avonic Products and Services operate have been modified in any way or form by the Installer or the User since the original installation.

5.4 If the Installer and/or the User refuses to install new updates offered by Avonic, Avonic reserves the right to no longer provide maintenance and support, without refunding any monies paid.

5.5 Avonic will only provide Support for the most recent updates of the software. Avonic is entitled, at its discretion, to provide Support for older versions, releases, etc. of software installed on delivered Products.

5.6 The Installer or User must test the Avonic Product with Embedded Software after each update to ensure that it functions properly and that the update has been carried out correctly. Avonic is not able to check whether an update for each Avonic Product has been carried out correctly.

6. Maintenance and support - live monitoring

6.1 In order to provide Support, Avonic may, at the User's request, remotely monitor cameras, audiovisual or IT systems and watch and/or listen to the images and the sound. No recordings will be made or data saved during the live monitoring.

6.2 In the context of protecting personal data and guaranteeing the right to privacy, User must ensure, during Support, that Avonic has as little access as possible to data containing personal data. This means, among other things, that:

- a) User must ensure that as few people as possible can be seen or heard through the camera and that no personal data or sensitive information can be read during the period that Avonic is watching live.
- b) The User must ensure that all persons who are on screen during the performance of maintenance or Support, whereby Avonic is watching live, are informed that Avonic is watching.

6.3 Avonic is entitled to interrupt, refuse or postpone the provision of maintenance and Support using live monitoring, if, in the opinion of Avonic, there are too many people recognisable on the screen, if Avonic has reason to doubt that the people on the screen have been adequately informed, or for any other reason.

6.4 The User is obliged, at the end of the Support during which live remote viewing took place, to take all necessary action so that Avonic is no longer able to view real time images and sound from the User's cameras, audio-visual or IT systems. This must be done by the User by following the steps described in the manual of the Avonic Product.

7. Privacy & Data protection

7.1 *User shall comply with all laws and regulations applicable to him/her when using Avonic Products or Services, including the General Data Protection Regulation (GDPR) and the Dutch General Data Protection Act (Uitvoeringswet Algemene Verordening Gegevensbescherming (UAVG)).*

7.2 *User shall also comply with the Dutch Penal Code (Wetboek van Strafrecht, Sr), the Dutch Code of Criminal Procedure (Wetboek van Strafvordering, Sv) and any other criminal or procedural laws and regulations and shall not act in conflict with these laws and regulations when using Avonic Products or Services.*

7.3 *User shall position Avonic products in such a way that no, or as little, personal data is processed (for example, by placing the cameras high up).*

7.4 *User shall only process personal data by using Avonic products if User can rely on a lawful basis, or an exception to the ban on processing special personal data under the General Data Protection Regulation (GDPR).*

7.5 *User shall only use cameras or comparable Avonic Products for systematic camera surveillance if User serves a legitimate objective which cannot be achieved in a less drastic manner. The User will not make any sound recordings and will always indicate clearly that camera surveillance is taking place, for example by placing a warning sign.*

7.6 *User shall not install cameras or comparable Avonic Products in toilets or changing rooms.*

7.7 *User shall not install cameras or similar Avonic products in living areas.*

7.8 *The User shall observe a reasonable retention period for camera images.*

7.9 *Avonic is not liable for any claims by third parties relating to violation of the GDPR or infringement of privacy. Should it transpire, on the basis of a court decision, that Avonic is still fully or partially liable for claims by third parties in connection with the violation of the GDPR or infringement of privacy, Avonic shall be entitled to recover the amount of the damage and any other associated costs from the User.*

7.10 *User shall carry out a data protection impact assessment (DPIA) if User intends to carry out any data processing using Avonic Products that is likely to pose a high risk to the privacy of the individuals whose data User processes. User shall identify the privacy risks of a data processing operation in advance and take all available measures to mitigate the risks. Avonic only makes cameras, audio-visual or IT systems available and is in no way responsible for the use of Avonic Products and Services and the Embedded software, nor for assessing the risks to the privacy rights of data subjects in the event of the (intended) use of Avonic Products by User.*

7.11 *User acknowledges that Avonic Products and Services, whether or not in combination with Embedded Software, are not suitable for use within every network, and that use is not always secure without taking appropriate measures. Avonic recommends that Avonic Products and Services only be used within a closed network, or within a properly secured network. Avonic is not responsible for the network and its security. Avonic is not responsible for the security of the User's network, as Avonic cannot influence this.*

8. Controls

8.1 Avonic is entitled to incorporate technical limitations and control mechanisms into Avonic Products and Services in order to prevent

abuses and/or to check that the User only uses them in accordance with these Terms of Use.

8.2 Avonic is entitled, either itself or through a third party, announced or unannounced, to carry out checks at locations where the Avonic Products and Services are used, if in the opinion of Avonic there is a serious reason to do so, for as long as a User uses the Avonic Products and Services. User shall ensure that all cooperation and access is provided for this purpose.

8.3 Should the User refuse to cooperate or grant access to Avonic, Avonic is entitled to terminate all agreements with the User, including the granting of the user license, with immediate effect and without being liable for any further compensation. In this case, the User is no longer entitled to use the software of the Avonic Products and Services.

9. Liability

9.1 Avonic is not liable for any breach of laws and regulations involving the use of Avonic Products and/or Services by the Installer or User. Avonic cannot be held liable for the use of its Products by Users and/or third parties. The User hereby indemnifies Avonic in the broadest sense of the word. It is up to the User to comply with all laws and regulations applicable to him.

9.2 Avonic is not liable for damage of any nature whatsoever, unless the liability of Avonic follows from mandatory legal provisions. In the latter case, Avonic shall recover the damage from the User, the Installer or third party who caused the damage through their actions or omissions.

9.3 In all cases where Avonic is required to pay compensation, the total liability of Avonic to the User, under any theory or grounds whatsoever, shall always be limited, insofar as legally permissible, to the net invoice value of the Product, or to that proportion of the net invoice value to which a claim for compensation is directly or indirectly linked. The total compensation owed by Avonic shall under no circumstances exceed € 100,000 per event, whereby a series of related events shall be regarded as a single event.

9.4 Liability for any indirect or consequential damage, including but not limited to loss of profit or loss resulting from late delivery or stagnation and damage resulting from claims by third parties, is expressly excluded.

9.5 All claims against Avonic, except those acknowledged by Avonic, lapse by the mere lapse of 12 months after the claim arose.

9.6 In the event of deliberate intent, gross negligence or deliberate recklessness on the part of Avonic, the limitations on liability in this article do not apply.

10. Code of conduct

10.1 User must use the Avonic Products and Services and/or other facilities offered in a responsible manner. It is prohibited to use the Avonic Products and Services and/or other facilities offered in any way which:

a) damage to the systems of Avonic and/or third parties;

b) may cause or cause disturbances in use.

10.2 It is prohibited to use Avonic Products and Services and/or other facilities offered for illegal practices. This includes, among others, the following actions and behaviour:

a) infringing on the rights of third parties or enabling the infringement of the rights of third parties, such as but not limited to intellectual property rights and privacy rights;

b) failure to comply with the applicable legislation and/or other regulations in this respect;

c) spamming (the unsolicited distribution (or currently enabling third parties to distribute) of advertising messages and other communications);

d) creating/storing/distributing (child) pornography;

e) causing a danger to the functioning of computer systems or networks of Avonic or third parties;

f) sexual harassment, discrimination and/or any other form of harassment;

g) distributing or in any other way making available to third parties obscene, insulting and harassing material and/or other material of a similar nature;

h) making threats;

i) storing and distributing viruses, worms and/or other destructive activities;

j) hacking into the accounts, systems and/or networks of third parties and/or Avonic without permission and/or performing and/or refraining from performing any other act which makes hacking possible.

10.3 Avonic reserves the right to put the Avonic Products and Services and/or the other facilities offered out of use by a User, if, in Avonic's opinion, if required by law or by a court ruling and/or if a third party points out to Avonic and/or suspects that by means of the Avonic Products and Services, the rights of a third party are infringed, or if the obligations arising from these Terms of Use are not complied with, or not complied with properly or in full.

10.4 Avonic shall under no circumstances be liable for damage of any nature whatsoever suffered by User and/or third parties as a result of the measures taken on the basis of the previous paragraph. The User may not invoke a right of suspension.

10.5 Should the seriousness of the actions and/or failure to act by the User justify this, and/or should these continue despite the measures taken by and/or on behalf of Avonic, Avonic and/or the Installer shall have the right to terminate all agreements with the User, without Avonic or the Installer being obliged to pay any compensation in this regard or to refund any monies already paid.

11. Amendment of Terms of Use

11.1 Dutch law applies to all legal relationships of Avonic.

11.2 Avonic is entitled to amend or supplement these Terms of Use.

11.3 The most recent version of these user terms and conditions can be consulted on the website: www.avonic.com/terms-conditions.

12. Contact

To contact Avonic

Tel: +31 15 711 2712

E-mail: info@avonic.com

Mail: Exportweg 11a, 2645 ED, Delfgauw, The Netherlands

Registration for the Avonic Support Service: www.avonic.com/register

Sign up for the Avonic Product Development Program: www.avonic.com/register