

Additional Conditions for Third Party Providers - Australia

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PREAMBLE

Security and Safety Things GmbH, Sendlinger Straße 7, 80331 Munich, Germany, ("**S&ST**") operates an IoT platform for security camera systems under www.securityandsafetythings.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 ("**Platform**").

In the Application Store for security camera systems ("**Application Store**") Customer can order specific software applications ("**Third Party Product**") which are developed and sold by different application developers ("**Third Party Provider**").

Third Party Provider now wants to make such Third Party Product available in their own name and on their own Account via the Application Store.

1. Definitions

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

Affiliate shall mean an entity that controls, is controlled by, or is under common control with a Party to these Additional Conditions, 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.securityandsafetythings.com where Customer can order specific Third Party Products and Trial Products provided by Third Party Provider.

Application Store Listing Guideline means the Guideline for the Onboarding Process of Third Party Product under [Application Store Listing Guideline](#) as it may be updated by S&ST from time to time.

Boarding Criteria means a set of formal criteria that are specified by S&ST and which the Third Party Product must meet in order to be listed in the Application Store. The Boarding Criteria are described in the [Application Store Listing Guideline](#).

Commission Fee means a predefined rate per business transaction, which S&ST charges Third Party Provider for providing the Application Store.

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

Entrepreneur within the meaning of § 14 of the German Civil Code means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of their or its trade, business or profession. A partnership with legal personality is a partnership that has the capacity to acquire rights and to incur liabilities.

Listing means the offering of a Third Party Product in the Application Store.

Maintenance Agreement means an agreement, where aspects of a Service like quality, availability, support and responsibilities are agreed.

Ordering/ Subscription means the agreement entered into between Ordering Party and Third Party Provider via the Application Store regarding the Third Party Product.

Ordering Party means a Customer or a User under a Customer Account who orders a Third Party Product or subscribes to a Third-Party Service.

Onboarding Process means the process which begins with acceptance of these Additional Conditions and ends with the final Listing of the Third Party Product in the Application Store. The Onboarding Process is described in the [Application Store Listing Guideline](#).

Platform means the S&ST Ecosystem under www.securityandsafetythings.com.

Product Description means the description of the technical functionality and potential use cases of the Third Party Product as provided via the Application Store.

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.securityandsafetythings.com/hc/en-us/articles/360043913854-Which-countries-are-currently-supported->, where Third Party Provider has to be located in order to sell their Third Party Products on the Application Store.

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

Third Party Provider means a third party other than S&ST that provides Content on the Application Store under its own name and own account.

Third Party Product means any software, software functionality, service or other products provided by Third Party Provider for Listing in the Application Store.

Trial Products means Third Party Products that can be tested for a Trial Period as further detailed out in Section 9.

User means any individual or legal entity with access credentials under Account of the Customer.

2. Scope of Additional Conditions

- 2.1 These Additional Conditions ("**Additional Conditions**") govern the legal relationship between S&ST and Third Party Provider, or the entity Third Party Provider is representing, regarding the Listing of a Third Party Product in the Application Store in Third Party Provider's own name.
- 2.2 If any person is entering into these Additional Conditions as a representative for an entity, such as the company Third Party Provider is working for, such person warrants to S&ST that he has legal authority to bind that entity.
- 2.3 Any other provisions, in particular any general terms and conditions of the Third Party Provider, shall not be effective, irrespective of whether they have been explicitly rejected by S&ST or not.
- 2.4 Individual contracts concluded with the Third Party Provider (including collateral agreements, addenda and amendments) in a specific case shall without exception take precedence over these Additional Conditions. A written contract or written confirmation from S&ST is required for the content of such agreements to be valid.
- 2.5 Contractual declarations and notifications to be given by the Third Party Provider after execution of an agreement (such as setting of deadlines, notification of defects, and declaration of withdrawal or reduction) must be provided in writing to be effective.

3. Compliance with Laws and Regulations

- 3.1 Third Party Provider may access and use the Application Store in accordance with these Additional Conditions, the Platform Terms of Use and the Application Store Listing Guideline.
- 3.2 Third Party Providers' access and use of the Application Store and Third Party Product shall comply with all applicable laws, including copyright or trademark laws, antitrust and competition laws, export control laws, data protection laws and other laws in any applicable jurisdiction and does not conflict with any agreement that the Third Party Provider has signed with another party. Third Party Provider is responsible for making sure that its access and use of the Application Store and Third Party Product are in compliance with the applicable laws and regulations.
- 3.3 The Third Party Provider shall 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. Application Store Listing Requirements

- 4.1 In order to offer Third Party Product through the Application Store, Third Party Provider
- a) assures to be an Entrepreneur within the meaning of § 14 of the German Civil Code;
 - b) has to be located in a Supported Country, which are listed under: <https://support.securityandsafetythings.com/hc/en-us/articles/360043913854-Which-countries-are-currently-supported->.
 - c) has to fulfil the Platform Terms of Use as provided under <https://info.securityandsafetythings.com/hubfs/LegalTerms/PlatformTermsofUse-AU.pdf> must have a valid Account on the Platform, covered by the Platform Terms of Use; and
 - d) has to fulfil the Boarding Criteria as provided in the Application Store Listing Guideline, which can be found under <https://info.securityandsafetythings.com/hubfs/LegalTerms/ApplicationStoreListingGuideline.pdf>
 - e) S&ST may require Third Party Provider to provide additional registration information to verify Third Party Provider's identity. This information may include Third Party Provider's valid ABN (Australian Business Number) number or other financial, business or tax information.
- 4.2 S&ST may make, directly or through third parties, any inquiries S&ST considers necessary to validate information that Third Party Provider provides to S&ST, including checking commercial databases.
- 4.3 Third Party Provider is responsible for evaluating and testing Third Party Product before submitting it to S&ST and confirms that it complies with these Additional Conditions and the Application Store Listing Guideline and operates properly with other Products. Third Party Product requirements and categories, technical integration (including Application Store integration) requirements are set forth in the [Application Store Listing Guideline](#).
- 4.4 S&ST may review and test Third Party Product and all related documents, such as the Product Description, the terms and conditions related to the use of the Third Party Product and the Maintenance Agreement, submitted for Listing for security-related concerns during the Onboarding Process. Third Party Provider will cooperate with this review and testing.

5. Status of Parties

- 5.1 Third Party Provider offers the Third Party Product in his own name and on his own Account via the Application Store. When ordering a Third Party Product, the Customer enters into a contractual relationship with the Third Party Provider. Third Party Provider therefore is solely responsible for Third Party Product.
- 5.2 Third Party Provider can choose to offer Third Party Product for one-time purchase or on a Subscription based model via the Application Store. The Subscription based model and its basic conditions and specifications are further detailed out in the [Application Store Listing Guideline](#). During the Subscription Period Third Party Provider is obliged to maintain the provided Third Party Product in a condition suitable for the contractual use.
- 5.3 Third Party Provider will establish the pricing, license rights and other terms and conditions governing Customer's use of Third Party Product. At a minimum, the terms and conditions of Third Party Provider will:
- a) grant Customer the right to use the Third Party Product, also as part of the Customer's product made available to Customer's End Users;
 - b) restrict Customers and Customer's End Users installation, use, access, display and execution of Third Party Product ordered via the Application Store to one hardware device at one time.
 - c) reserve the right to examine, whether the use of the Third Party Product is within the scope of the rights granted. The right of examination shall be reserved under the following conditions: Third Party Provider shall entitle S&ST or an authorized third party to execute the examination on behalf of Third Party Provider. The examination must be announced with a reasonable notice time. During the examination, it must be ensured that no personal data is transmitted to S&ST or an authorized third party. Customer or Customer's End Users shall support S&ST or the authorized third party to the best of its ability in the performance of such an examination.
 - d) provide the following clause regarding the violation of human rights: "This license does not cover use of Products for the purpose, or in connection with a violation of 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 (<https://www.unglobalcompact.org/what-is-gc/mission/principles>). Any such use is prohibited and is a material breach of these terms and conditions causing the whole license for the Product to lapse immediately without notice rendering any further use of the Product unlawful”.

- e) not impose any requirements or liability upon S&ST; and
- f) may not override or may not be contrary to Platform Terms of Use under which a Customer has access to the Platform; and
- g) may not be contrary to the statutory provisions of any applicable law.

S&ST will provide the Third Party Provider with a template of an end user license agreement (EULA), which Third Party Provider is obliged to use, that contains the minimum terms and conditions set forth above.

5.4 Except as expressly set forth in these Additional Conditions for Third Party Providers, S&ST is not involved in any underlying transaction between Third Party Provider and any Customer. S&ST is not responsible for any dispute between Third Party Provider and any Customer or Customer’s End Users.

5.5 For VAT purposes only, S&ST is treated as taking part in the transaction between Third Party Provider and Customer. Thus, S&ST is treated as acting in their own name but for account of Third Party Provider (fiction of a commissionaire structure for VAT purposes). To the extent permitted by applicable indirect tax legislation S&ST 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 S&ST, Third Party Provider therefore has to issue an invoice to S&ST without undue delay. It will be incumbent on S&ST (“Obliegenheit”) to issue the respective invoice to the Customer.

6. Third Party Provider’s Obligations

6.1 Third Party Provider shall develop and operate the Third Party Product with due care and shall provide for each Third Party Product a Product Description, an end user license agreement (EULA) related to the use of its Third Party Product by Customer and Customer’s End Users, if applicable a Maintenance Agreement, if applicable a privacy policy. Third Party Provider shall maintain these documents and access thereto.

6.2 Third Party Provider will comply with the Application Store Listing Guideline as set forth under the [Application Store Listing Guideline](#).

6.3 Third Party Provider will ensure that all information about Third Party Product (including information about applicable fees) and documents displayed on the Application Store are, at all times, accurate, complete, not misleading, and in compliance with applicable law.

6.4 Third Party Provider shall deliver to S&ST all material and interfaces necessary to integrate the Third Party Product into the Application Store. This shall include the Product Description, if applicable the Maintenance Agreement, the terms and conditions or end user license agreements.

6.5 The Third Party Provider shall provide Customer support as set forth in the [Application Store Listing Guideline](#) to identify and correct any known or reported errors in their Third Party Product.

6.6 Third Party Provider engages to continuously develop the Third Party Product and to keep the Third Party Product up to date.

6.7 Third Party Provider shall nominate a single point of contact and ensure its availability for S&ST’s service personnel in case of any service incidents. Third Party Provider shall duly cooperate with S&ST at no cost in the identification of defects in the Third Party Product.

6.8 Third Party Provider shall entitle S&ST or an authorized third party to execute the examination of Third Party Products, as further detailed out in Section 5.2 c), on behalf of Third Party Provider.

7. Obligations of S&ST

S&ST will

- a) provide reasonable technical assistance to Third Party Provider as required for listing the Third Party Product in the Application Store and, if applicable, integrate the Third Party Product with S&ST’s APIs during the Onboarding Process;
- b) publish the Third Party Product Listing to the Application Store if approved by S&ST after the Onboarding Process;

- c) provide Customer with Third Party Provider's terms and conditions at the end of the Ordering process;
- d) invoice the Customer for account of Third Party Provider and if payment is delayed, send a reminder of payment for account of Third Party Provider to the Customer;
- e) provide physical access security for the Application Store; and
- f) provide Customer access and authorization controls for the Application Store.

8. Usage Rights

- 8.1 During the term of these Additional Conditions Third Party Provider hereby grants to S&ST and its Affiliates a non-exclusive, worldwide, royalty free right to
 - a) list the Third Party Product in the Application Store;
 - b) publish, publicly perform, publicly display and otherwise digitally make available the Third Party Product to Customers;
 - c) review and test the Third Party Product according to Section 4.4.
- 8.2 S&ST will display Third Party Product under the trademark and logo of the Third Party Provider and will mention Third Party Provider for marketing purposes on websites operated by S&ST and on social networks and similar platforms (such as Facebook, Google, Stack Overflow, LinkedIn, Twitter, etc.). The Third Party Provider hereby grants to S&ST the right to use and display Third Party Provider's trademarks and logos in the before mentioned context, with the right of S&ST to optimize the viewing of Third Party Provider's trademarks and logos.
- 8.3 S&ST acknowledges that the Third Party Product, the trademark and the logo of Third Party Provider are solely the property of the Third Party Provider and its licensors, and nothing in these Additional Conditions confers upon S&ST any intellectual property rights in the Third Party Product, the trademark and the logo except as explicitly set forth herein.

9. Trial Products

- 9.1 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 must label Trial Products in an appropriate form, e.g. as "Trial Product", "Demo Version", "Beta Version", "Limited Use" or "Free".
- 9.2 Third Party Provider must ensure that Trial Products are used for trial purposes only and are not intended for any resale, production or any other commercial use. Apart from Trial Products that are already ordered, S&ST or 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. Third Party Provider must ensure that Trial Products cannot be converted into full versions of Products after Trial Period and that full versions of Products need to be ordered and installed separately.

10. Support

- 10.1 Third Party Provider is solely responsible for all errors or issues associated with the Third Party Product or for providing all Customer Support for his Third Party Product. S&ST has no obligation to provide Customer support to any Order of a Third Party Product. The Third Party Provider is responsible for the maintenance and repair of the Third Party Product in relation to the Customer.
- 10.2 The Third Party Provider must provide at least the minimum Support methods set forth in the [Application Store Listing Guideline](#).
- 10.3 In the event S&ST receives a support inquiry related to a Third Party Product, S&ST will either contact the Third Party Provider or will direct the Customer to contact the Third Party Provider directly.

11. Third Party Product Fees

- 11.1 Third Party Provider will determine Third Party Product Fees, including applicable discounts, in the respective pricing lists in their sole discretion. If the Third Party Provider changes the Third Party Product Fee it might take several working days until the new Product Fee is published in the Application Store. In the meantime the old prices apply. Based on the Third Party Provider's country of registration prices can either be set in Euro (EUR) or US Dollar (USD). Customer sees prices either in EUR or in USD depending on their respective country assignment. If necessary, S&ST converts price from EUR to USD or from USD to EUR based on ECB (European Central Bank) euro reference exchange rate. Updates of the exchange rate will take place on a regular basis. S&ST will not cover possible losses due to currency conversion.

12. Payment

- 12.1 S&ST uses the payment service provider Stripe [Stripe Payments Europe, Ltd. 1 Grand Canal Street Lower, Dublin 2, Ireland] to handle payment processing services in connection with the Application Store. Payment processing services for Third Party Provider in the Application Store are subject to the Stripe Connected Account Agreement under <https://stripe.com/connect-account/legal>, which includes the Stripe Terms of Service under <https://stripe.com/legal> (collectively, the “**Stripe Services Agreement**”). By offering Products (with the exception of Trial Products) on the Application Store, Third Party Provider agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time.
- 12.2 Third Party Provider agrees to provide Stripe accurate and complete information about Third Party Provider and its business and Third Party Provider authorizes S&ST to share the received information and further transaction information related to Third Party Provider’s use of the payment processing services with Stripe.
- 12.3 Stripe reserves the right to decline creating a Stripe account for Third Party Provider or limit the functionality available. Without accepting the Stripe Services Agreement, Third Party Provider can only offer Trial Products via the Application Store.
- 12.4 Third Party Provider’s use of the payment service must comply with all applicable laws and the Stripe Services Agreement or any other applicable agreement, obligation or requirement of S&ST or Stripe.
- 12.5 S&ST charges Third Party Provider with a Commission Fee for providing the Application Store. The Commission Fee consists of 30 % of the Third Party Product Fee. S&ST reserves the right to charge a minimum Commission Fee for providing the Application Store, which is further detailed out in the [Application Store Listing Guideline](#). The Commission Fee becomes due upon conclusion of the contract between the Third Party Provider and the Customer. In case of any refund that Third Party Provider gives to Customer, this shall not affect S&ST’s entitlement to receive the Commission Fee.
- 12.6 S&ST covers the following fees with respect to the use of the Stripe payment service: Stripe connect fees, Stripe payment charges, Stripe payout charges. Third Party Provider will bear foreign exchange fees which Stripe will apply where the currency paid by the Customer is different from the payout currency in which the Third Party Provider receives the payout. Third Party Provider will bear any additional fees, if there are any.
- 12.7 Payout to Third Party Provider will be triggered automatically on a monthly basis. The payout amount will consist of the Third Party Product Fee less the applicable Commission Fee less the Foreign Exchange Fee less any additional fees applied by Stripe that are the responsibility of Third Party Provider according to section 12.6 and less any amounts withheld as tax on payment for the Third Party Product. Stripe may convert the payout to the payout currency using its own currency conversion model under: [Currency conversions \(stripe.com\)](#). S&ST will not bear possible losses due to currency conversion.

13. Invoicing

- 13.1 According to Section 5.4 and to the extent permitted by applicable indirect tax legislation S&ST 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 S&ST, Third Party Provider has to issue an invoice to S&ST without undue delay. All fees are in EUR or USD 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. S&ST shall (against the production of a valid tax invoice/self-billing invoice) pay, in addition to sums due, any VAT or other sales or similar tax due at the current rate.
- 13.2 Invoices and other financial documents will be made available to Third Party Provider in compliance with local regulatory requirements. For the majority of Third Party Provider, this will be via their Account as a download and not sent by Email. Only for those countries where other forms of invoicing are required by law will other forms be used (e.g. paper invoice).

14. Suspension and Removal of Listing

- 14.1 S&ST may suspend a Third Party Product from the Application Store, if S&ST reasonably determines
- a) the Third Party Product

- poses a security risk to the Application Store and/or any third party;
 - may adversely impact the Application Store or the systems or content of any other Customer;
 - infringes any applicable law or any third party right;
 - may subject S&ST, S&ST's Affiliates, or any third party to liability; or
 - may be fraudulent.
- b) the Third Party Provider is in breach of this Additional Conditions, the Platform Terms of Use or the Application Store Listing Guideline;
- c) the Third Party Provider infringes any applicable law; or
- d) the Third Party Provider has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of the Third Party Provider's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
- 14.2 S&ST will notify Third Party Provider about the suspension of the Third Party Product to the email address associated with Third Party Provider's Account prior to the suspension unless due to the seriousness and urgency of the matter S&ST needs to act immediately.
- 14.3 The Third Party Provider shall be provided with thirty (30) days' notice to resolve or cure any breach, misappropriation, or violation according to Section 14.1. At the end of such thirty (30) day period, S&ST shall either
- a) revoke the suspension of the Third Party Product, if such breach, misappropriation or violation is resolved; or
- b) remove the Third Party Product from the Application Store, provided that if such Third Party Product is removed by S&ST, S&ST shall provide the Third Party Provider with written notice and explanation of its removal.
- 14.4 If S&ST removes the Third Party Product from the Application Store, Third Party Provider remains responsible for all fees and charges he has incurred through the date of removal.
- 14.5 The right of S&ST to suspend or remove a Third Party Product from the Application Store is in addition to S&ST's right to terminate these Additional Conditions pursuant to Section 18.

15. Warranty

The Third Party Provider represents and warrants that

- a) the Third Party Provider has the necessary rights in and to the Third Party Product (including associated marks and names) to grant S&ST the rights according to Section 8 of these Additional Conditions, and to grant Customer and Customer's end users, if any, the rights specified in the Third Party Provider's terms and conditions, as applicable;
- b) the Third Party Product conforms to its specifications;
- c) any written representations made or information provided by the Third Party Provider to S&ST or Customer is true and accurate;
- d) neither the Third Party Product nor the Third Party Provider materially infringes any patent, copyright, trademark or trade secret or any other intellectual property rights of any third party;
- e) the Third Party Product does not contain any virus, malware, or other harmful code; and
- f) the Third Party Provider has complied with any and all third party requirements relating to any and all third party and open source software included in the Third Party Product.

16. Liability

- 16.1 Any warranties given by S&ST under these Additional Conditions are in addition to other rights and remedies you may have at law in relation to the Application Store. If you are a "consumer" for the purposes of the Australian Consumer Law, certain guarantees, rights and remedies may be conferred on you which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, S&ST's liability to you is limited, at S&ST's option, to: (a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and (b) in the case of services, resupply of the services or payment of the cost of re-supplying the services. If the Australian Consumer Law does apply, nothing in these Additional Conditions is intended to affect those rights.

- 16.2 S&ST shall be liable in accordance with the provisions of statute
- a) for loss of life and bodily injury/harm;
 - b) in cases of malicious intent or gross negligence;
 - c) under the German Product Liability Act or any applicable corresponding mandatory laws, including the Australian Consumer Law; and
 - d) as per any warranty or guarantee given by S&ST.
- 16.3 Subject to clause 14.1 and to the maximum extent permitted by law:
- a) In cases of property damage or pecuniary losses caused by S&ST's negligence, S&ST shall only be liable for breach of a primary contractual obligation, capped at the amount of the damage/losses typically expected at the time of acceptance of these Additional Conditions by the Third Party Provider. Primary contractual obligations are obligations which are crucial to the fulfillment of these Additional Conditions, upon which the Third Party Provider may therefore rely.
 - b) Notwithstanding the provision of Section 16.1, S&ST's total liability in case of a negligent breach of a primary contractual obligation proven by the Third Party Provider shall, if the Third Party Provider is an Entrepreneur within the meaning of § 14 of the German Civil Code, be limited for all claims falling within the same contract year as follows.
 - aa) Liability per contract year shall be limited to 50.000,00 EUR.
 - bb) If the maximum liability amount is not reached in a given contract year, the maximum liability for the contract year following shall not increase. A contract year per the above shall be the 12-month period starting on the date of Registration.
 - c) Furthermore, the liability for the culpable violation of contractual obligations is excluded.
 - d) If Third Party Provider is an Entrepreneur within the meaning of § 14 of the German Civil Code, the liability for defects which already existed when the contract was concluded ("liability without fault") as per § 536a of the German Civil Code, is excluded.
 - e) The foregoing limitations of liability shall also apply in the event of fault by a person engaged by S&ST in performance of its obligations and to the personal liability of employees, representatives and corporate bodies of S&ST.

17. Indemnification

- 17.1 The Third Party Product shall be free from third-party rights, which prevent the use by Customer or Customer's end users in accordance with these Additional Conditions.
- 17.2 The Third Party Provider is obligated to indemnify and hold S&ST harmless for and from third party claims related to
- a) any breach of these Additional Conditions or in violation of any applicable law or regulation by the Third Party Provider or Third Party Provider's Product;
 - b) any infringement of third party rights;
 - c) the transmission of incorrect invoicing data;
 - d) the use of the Stripe payment service, including but not limited to any breach of the Stripe Services Agreement;
 - e) the usage of open source software;
 - f) the combination, operation, or use of any of the Third Party Product with any third party product (where such combination, operation or use causes the claimed infringement);
 - g) Third Party Provider's non-compliance with any of S&ST's written specifications or directions, including the incorporation of any materials, processes, or Third Party Product provided by or requested by S&ST;
 - h) 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; or
 - i) any violation of applicable export and re-export control laws and sanctions regulations,
 - j) any violation of applicable tax law requirements,
- unless Third Party Provider is not responsible for the claim.

- 17.3 In addition, if Third Party Provider receives prompt notice from S&ST, the Customer or third parties of a claim that is likely to result in an adverse ruling, then Third Party Provider shall, at its option and expense:
- a) obtain a right for Customer to continue using Third Party Product of Third Party Provider;
 - b) modify such Third Party Product to make them non-infringing; or
 - c) replace such Third Party Product with a non-infringing substitute.
- 17.4 If a third party asserts indemnified claims subject to Section 17.2, S&ST will notify the Third Party Provider without delay and leave the Third Party Provider the defense against these claims. S&ST will provide the Third Party Provider with all reasonable support. In particular, S&ST will, as far as possible, provide the Third Party Provider with all the necessary information of the use and the possible processing of Third Party Product which are subject to these Additional Conditions.

18. Term and Termination

- 18.1 These Additional Conditions shall enter into force with acceptance by the Third Party Provider, and will continue until terminated.
- 18.2 Termination for Convenience
- a) S&ST may terminate these Additional Conditions for any reason or no reason by providing three (3) months' written notice to the Third Party Provider.
 - b) The Third Party Provider may terminate these Additional Conditions for any reason or no reason on three (3) month written notice to S&ST.
- 18.3 The Parties' right of termination for cause shall remain unaffected. Cause is deemed to exist if one Party grossly breaches the obligations explicitly regulated in this Additional Conditions.
- 18.4 Effect of Termination
- a) The termination of this Additional Conditions and the removal of the Listing of the Third Party Product from the Application Store does not affect existing Subscriptions of the Third Party Product by the Ordering Party via the Application Store. Third Party Provider is responsible for the termination regarding the existing Subscription of a Third Party Product in relation to the Ordering Party.
 - b) Upon receiving a notice of termination, the Third Party Provider will provide written notice to all Ordering Parties with an existing Subscription of the withdrawal of any applicable Third Party Products resulting from such termination.
 - c) Until the effective date of termination, Third Party Provider will allow Ordering Parties with an existing Subscription to continue to use Third Party Products and S&ST will continue to invoice the Subscriptions of Third Party Products on behalf of the Third Party Provider in accordance with Section 13.

19. Data Protection

- 19.1 The parties shall comply with the provisions of data protection law respectively applicable and commit their employees engaged in connection with the contractual relationship and the execution thereof to data secrecy and confidentiality in accordance with the applicable laws, except to the extent that they are already under a general obligation to act accordingly.
- 19.2 As Third Party Provider may collect or process personal data of Customer when ordering a Third Party Product, Third Party Provider ensures that any and all applicable data protection law requirements will be met when collaborating via the Application Store, including but not limited to entering into a proper commissioned data processing agreement, where necessary. The agreement shall be in writing, including in electronic form.

20. Confidentiality

- 20.1 The parties agree to keep all confidential information that becomes known to them during the term of their legal relationship strictly confidential and only to use such information for the contractually agreed purposes. Confidential information for the purpose of 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. Third Party Provider shall in particular treat as confidential any non-public information regarding the availability, performance or functionality of the Platform. The parties shall not seek to register intellectual property rights in respect of confidential information of the other party.

- 20.2 If confidential information within the above definition is requested by a public authority, then the other party – to the extent that legally allowed - shall be informed without delay and before the information is supplied to the public authority.
- 20.3 The obligations under section 20.1 shall lapse for such information or parts thereof with respect to which the party receiving the information evidences that it was
- a) 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) 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.
- 20.4 The rights and obligations under Section 20 shall not be affected by the termination of these Additional Conditions. Both parties agree at the option of the other party to return or destroy the confidential information of the other party upon the termination of an Account, to the extent that such information still exists.

21. Antitrust Law

The parties are aware that the antitrust law sets forth strict rules for concerted practices and information exchange amongst competitors. If the parties are competitors or potential competitors, both parties undertake to only exchange such information which is absolutely necessary for the execution of these Additional Conditions. Both parties shall not be entitled to pass on competitive sensitive information obtained from the other party internally to departments, business units or affiliates which might be actual or potential competitor to the other party.

22. Export Compliance

- 22.1 The Third Party Provider 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 and the United States of America or any other jurisdiction involved. The Third Party Provider further agrees to comply with the Export Control Onboarding Process as further detailed out in the Application Store Listing Guideline.
- 22.2 The provision via the Application Store of the Third Party Product is under the condition that there are no obstacles to contractual performance due to national or international (re) export or re-export control regulations, in particular but not limited to, due to embargoes or other sanctions or export or re-export license requirements.
- 22.3 Third Party Provider confirms and warrants not to be located in any U.S. embargoed country (e.g. Iran, North Korea, Syria, Cuba, Crimea) and is not listed on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other applicable sanctioned party list.
- 22.4 The Third Party Provider shall not – directly or indirectly – deliver or provide their Third Party Product to any destination, entity, or person prohibited or sanctioned by the applicable laws and regulations of the Federal Republic of Germany, the European Union, the United States of America or any other jurisdiction involved, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
- 22.5 The Third Party Provider certifies, that it will not develop, design, manufacture or produce content or products, which can be used for sensitive purposes, like in context with weapons of mass-destruction and/or their missiles, or for military use in any of the EU or US arms embargo countries, as long as the Third Party Provider uses the Application Store.
- 22.6 The Third Party Provider agrees to provide all necessary information (including technical data) for the purpose of export control classification according to applicable EU and US laws to the external service provider contracted by S&ST prior to upload of its Third Party Product onto the Application Store. If the Third Party Provider does not submit these information/documents within 2 months after receipt of such a request, the Application Store is entitled to refuse the publications of the Third Party Product.
- 22.7 Third Party Provider confirms that the upload of the Third Party Product onto the Application Store is in compliance with the applicable national Export Control laws of its home country or any applicable re-export control laws. In case the Third Party Product is subject to export or re-export control license requirements, a respective license was obtained from the responsible Authority prior to the Upload.

22.8 This Section 22 shall survive termination or cancellation of the agreements between S&ST and Third Party Provider.

23. Changes to these Additional Conditions

S&ST may modify or revise these Additional Conditions or the Application Store Listing Guideline. In the event that S&ST does so, S&ST will notify Third Party Provider and provide Third Party Provider with the opportunity to accept the new Additional Conditions and Application Store Listing Guideline. If Third Party Provider rejects the change in writing within thirty (30) days of having received the notification, S&ST shall be entitled to terminate this Additional Conditions with three (3) months' notice. Whenever S&ST notifies Third Party Provider of changes, S&ST shall also notify Third Party Provider of the abovementioned deadline for Third Party Provider to respond and the right of S&ST to terminate.

24. Applicable law and place of jurisdiction

24.1 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.

24.2 The exclusive place of jurisdiction for any legal disputes arising from or in connection with these Additional Conditions shall be Stuttgart, Germany.

25. Miscellaneous

25.1 **"Force Majeure"**: Operational disruptions caused by force majeure or other unavoidable events beyond the control of S&ST,

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 the obligations of S&ST under these Additional Conditions considerably more difficult or completely or partially impossible, such as fire, armed conflicts, war, general mobilization, insurrection, requisition, confiscation, embargo, industrial action that affects S&ST or its suppliers, strikes, lockouts, exceptional weather conditions, pandemic/epidemic, operational or traffic disruptions and transport obstructions or restrictions on energy consumption,
discharge S&ST from its obligations under these Additional Conditions for the duration of such an event.

25.2 The contract language is English. Translations of these Additional Conditions into other languages are for Third Party Provider's information only. In case of conflicts between the language versions of these Additional Conditions, the English language version will prevail.

25.3 Neither party may assign any or all portion of its obligations under an agreement without the prior written consent of the other party, not to be unreasonably withheld.

25.4 Should any individual provision of these Additional Conditions be held invalid, the validity of the remaining provisions of these Additional Conditions shall have full force and effect. 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