

# TERMS & CONDITIONS - ATVISESECURE

VIDEC.

VIDEC Data Engineering GmbH  
V25.08-01

## 1. PREREQUISITE

The prerequisite for taking out an "atvisesecure" subscription is that the license was purchased no more than 6 months ago. If the subscription is taken out after this period, the license must first be updated to the current version.

## 2. START, PERIOD, AND TERMINATION

The subscription begins on the first day of the month in which it is taken out and has a minimum term of 1 year. It is then automatically renewed for a further year unless it is terminated with 1 month's notice to the end of the year. Notice of termination must be sent in writing to the following address:

VIDEC Data Engineering GmbH

Contrescarpe 1

28203 Bremen - GERMANY

If the licensee's (subscriber's) company is sold or renamed, this subscription shall automatically transfer to the new company.

The parties are free to terminate the contract without notice for good cause (such as insolvency, failure to remedy the breach within 30 days despite a written warning specifying the breach and threatening termination).

If the subscription was taken out with VIDEC via a third party ("contractual partner") and this party terminates its business relationship with VIDEC, or its company is sold or liquidated, VIDEC has the right at any time to approach the end customer and continue the existing subscription directly with the licensee (subscriber). In this case, VIDEC shall not be required to pay any compensation to the contractual partner.

This subscription expires if VIDEC loses its sales rights as a distribution partner. In this case, the manufacturer—Bachmann Visutec GmbH, Kasernenstraße 29, 7000 Eisenstadt, AUSTRIA—automatically takes over this subscription.

## 3. BILLING AND PAYMENT AGREEMENT

The fee for atvisesecure subscriptions is billed annually and amounts to 12% of the current list price of the licenses underlying this subscription. Discounts are not available.

Billing takes place in advance upon conclusion of the subscription. If the atvisesecure subscription is concluded before July 1st of the current calendar year, the fee for that year is calculated pro rata based on the remaining months, starting with the month of conclusion until the end of the year. If the subscription is taken out on or after July 1st of the current calendar year, billing will be made up to the end of the following year. Thereafter, the annual fee for the license is invoiced at the beginning of each calendar year.

Value added tax will be charged at the rate applicable at the time of delivery. Invoices will be issued in digital form.

The payment term for subscription fees is 14 days from the invoice date.

The terms and conditions of VIDEC Data Engineering GmbH apply.

## 4. LICENSE EXTENSION

If the license is extended\*, the resulting change in the fee for the atvisesecure subscription must be approved with a new order.

The new license price will be reflected in the following annual invoice.

\*) Increase in the number of CCDs and/or fixed clients

## 5. SCOPE

The "atvisesecure" subscription offers users (subscribers) a continuous update service for the licenses covered by the subscription. Specifically, the following services are included:

- Update service for the atvise® licenses included in the subscription. The latest version is available for download. Customers will be informed about new versions via our email distribution list.
- Information about new products and online seminars.

Software installation is not included. Nor are any services outside of our described support offerings. However, any further support services required can be purchased as an additional service.

## 6. LEGAL FRAMEWORK

This subscription is subject to the laws of the Federal Republic of Germany. Any legal disputes arising from this subscription shall be settled exclusively by the courts of the Federal Republic of Germany. The place of jurisdiction is Bremen. This subscription contains all agreements between the parties. The assignment of rights arising from this subscription is excluded.

## 7. SEVERABILITY CLAUSE

Should any provisions of this subscription be or become invalid, this shall not affect the validity of the remaining provisions. The same shall apply if a loophole is discovered in the subscription. In place of the affected provision, the legally permissible provision that most closely approximates the expressed intent and purpose of the parties shall be deemed to have been agreed upon.

VIDEC Data Engineering GmbH

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