EVVA General Licensing Conditions

The purchaser of the License (hereinafter referred to as the LICENSEE) acknowledges that all use and provision of the LICENSED MATERIAL (Definition: see 1.2) is solely according to the following General Licensing Conditions of EVVA Sicherheitstechnologie GmbH, company number 120755g with registered office in 1120 Vienna, Austria (hereinafter referred to as the LICENSOR or EVVA), which are explicitly accepted in the context of the purchase of the License, by the first use of the PROGRAM, or by breaking the seal. Where applicable, additional regulations in a licensing contract and, subsidiarily, the General Terms and Conditions of Business of EVVA also apply. The EVVA General Licensing Conditions apply to all agreements in association with the use of the software or comparable Products of the LICENSOR, if these are part of the supply of a complete system, or other parts of an Agreement. General Terms and Conditions of Business of the LICENSEE, outline contracts, or references to these do not apply without the explicit consent of the LICENSOR.

I. Definition of terms

I.1 Program

Within the meaning of this Agreement, the contractual parties understand PROGRAM to mean the computer program developed by the LICENSOR, which is the subject of this License. Software from third party suppliers, which is supplied with this PROGRAM, in particular Open Source Software (see Annex./1), is independent of the PROGRAM and is subject to separate licensing conditions.

I.2 Licensed Material

The LICENSED MATERIAL includes the PROGRAM according to the definition in the respective license contract, and any possible additional documentation. If applicable, the documentation consists of the parts which are relevant for the licensed modules of the PROGRAM.

I.3 Product

Insofar as the PRODUCT is referred to in the following, this is understood to mean the LICENSED MATERIAL in addition to all rights, trademarks, designs, patents, industrial designs, copyrights, marks or other protective rights of whatever form which are associated with the LICENSED MATERIAL, as well as the associated know-how, barring rights, trademarks, designs, patents, industrial designs, copyrights, marks or other protective rights of whatever form of third parties.

I.4 Update

UPDATE is understood to mean amended/improved versions of the PROGRAM. Slight UPDATES will be designated as MINOR RELEASES and expressed as a change to the version number after the decimal point. MAJOR RELEASES involve an improvement or expansion of the scope of function, which exceeds that of MINOR RELEASES, but whose content is not as extensive as that of an UPGRADE. For MAJOR RELEASES, the version number in front of the decimal point will be changed. It is at the discretion of the PRODUCER to designate an amendment as a MAJOR or MINOR RELEASE, or as an UPGRADE or a PATCH.

I.5 Patches

PATCHES are small routines, which serve to remedy a fault or to provide an improvement. They change the PROGRAM or the environment of the PROGRAM.

I.6 Upgrade

An UPGRADE is a PROGRAM with an extended scope of function, or with significant improvements.

II. Subject of the Contract, Right of Use

1. The LICENSOR is the holder of all copyrights and rights of use as well as other rights of exploitation of the PRODUCT. In addition, the LICENSOR owns other protective rights to the PRODUCT or components of the PRODUCT, for example trademarks.

2. By means of the respective license contract, the LICENSOR grants a non-transferable, non-exclusive right to use the LICENSED MATERIAL to the LICENSEE, unless subsequently agreed otherwise, according to the following conditions in the scope of the respective License (usage rights conferring contract). The LICENSEE is not granted any other rights of any legal nature whatsoever to the LICENSED MATERIAL or the PRODUCT. The usage right of the LICENSEE shall only extend to UPDATES, PATCHES and UPGRADES if they are encompassed in a written and explicit agreement.

3. The LICENSED MATERIAL is licensed according to the conditions of the respective License. In case of doubt, the licensing applies to individual workstations. In case of doubt, a License is granted for one workstation.

4. The PROGRAMM shall be provided to the LICENSEE on a data carrier (or in another technical manner, particularly by means of download) as object code in a machine-readable form. So far as this is available, the LICENSOR will provide a description (documentation) of the particular parts of the PROGRAM which are licensed. The LICENSOR may also provide any documentation in machine-readable form via the Internet or in a technically equivalent manner.

5. The LICENSEE is entitled to copy and use the documentation provided for the purpose of use according to the contract. The LICENSEE may only make backup copies of the PROGRAM for their own use in the scope of the License. Without the express consent of the LICENSOR it is prohibited to rent, loan, lease, sell or to make the LICENSED MATERIAL available with or without charge to third parties as a whole or in part, in any form whatsoever. Companies or persons are deemed not to be third parties if

they are commissioned with the direct upkeep of the company, and are subject to a confidentiality agreement e.g. in the context of a service contract with the LICENSEE (so-called MAINTENANCE PERSONNEL).

The LICENSEE must ensure that information of whatever kind regarding the LICENSED MATERIAL or the PRODUCT in particular operating or business secrets of the LICENSOR is not communicated by the MAINTENANCE PERSONNEL, and that the said information not retained by the MAINTENANCE PERSONNEL after the termination of this function (i.e. if the aforesaid become third parties within the meaning of this Agreement).

6. The LICENSEE may not grant sub-Licenses. Neither may the LICENSEE grant rights to the LICENSED MATERIAL in any form whatsoever to third parties.

7. The granting of a License to the PRODUCT, does not confer any rights to the use of the LICENSED MATERIAL, or constitute a legal relationship on any legal grounds whatsoever, over and above those in the context of this License.

8. The Object Code may not be disassembled. It is also prohibited to reconstruct or to emulate parts of the object code, the Program or database logic, or parts of the PRODUCT, the password, the structures (also of the database), or parts of the PRODUCT such as routines, program logic etc. in any form whatsoever. Processing or amendment to the PRODUCT in any form whatsoever is prohibited. The LICENSEE has no claim to the structure, storage mechanisms, passwords or interfaces being made known to him, even after termination of the License.

9. The transfer of the License to third parties in the course of total or individual legal succession can only be made after the receipt of prior explicit written permission by the LICENSOR. The division of the License or Licenses is not possible, even if these are granted for several workstations.

10. Use of the PROGRAM for other products, i.e. in the field of locking systems etc., which do not originate from the LICENSOR, or from companies with which they are directly or indirectly associated on the grounds of any level of holding whatsoever, is prohibited unless there is Agreement to the contrary.

III. Locking Authorisations, Orders, Data Backups etc.

1. The LICENSEE confirms that they have access to sufficient know-how for the use of the LICENSED MATERIAL. The LICENSEE shall ensure that only persons with appropriate specialist knowledge work with the PROGRAM. He is aware that incorrect use (according to the scope of the LICENSED MATERIAL) can have serious consequences. The LICENSEE is also aware that access by unauthorised persons (particularly in areas in which orders are transacted, or locking rights are allocated or amended) can cause problems which include unauthorised access or denial of authorised entry or access. The LICENSEE must therefore take special care to safeguard the access data and protect it against access by third parties. The LICENSEE must ensure that no misuse of the LICENSED MATERIAL of any kind can occur. The LICENSEE must indemnify the LICENSOR with regard to all negative consequences resulting from the incorrect or unauthorised use or utilisation of the LICENSED MATERIAL, regardless of who is at fault. The LICENSOR or the companies to which orders or queries etc. are addressed or communicated, are not obliged to verify in any way whatsoever the authority of the orders, the delivery address, or other details.

2. All use of the LICENSED MATERIAL for evaluations which contravene statutory regulation (e.g. the Austrian Data Protection Act) is prohibited. In general, all recorded data may only be used within the context of what is legally permissible.

3. For orders, the LICENSEE and/or the legal entity specified in the order is bound to the LICENSOR and/or the company to which the order is communicated or passed on, for a period of 21 calendar days from the receipt of their declaration of order by EVVA, or a longer performance period or until a later delivery or performance date specified by EVVA. The acceptance of an offer of conclusion of contract is constituted by the actual acceptance by the LICENSOR (and/or the particular company). If not otherwise agreed, the particular valid General Terms and Conditions of Business of EVVA and, insofar as nothing different has been agreed, the LICENSOR's catalogue prices apply to the order. The contractual partner is aware that the supply by the LICENSOR is solely in accordance with their General Conditions of Business, and that any contractual provisions, templates, purchasing conditions etc. of the LICENSEE (or contractual partner) do not apply.

4. The LICENSEE is obliged to perform daily data backups on a medium suitable for the secure storage and retrieval (e.g. DAT streamer, DVD insofar as technically possible) and to print out the contents of the database and store this separately.

IV. Scope of warranty, Liability

1. The LICENSOR warrants that the unaltered LICENSED MATERIAL, when exclusively used for the agreed purpose, can essentially fulfil the functions of the licensed modules described in the specification sheet at the time of handover. Any warranty and liability by the LICENSOR for use which is not of the usual kind, or not according to the Agreement, is excluded. No claims for warranty/liability will be accepted if changes are made to the LICENSED MATERIAL. Furthermore, any warranty/liability claim is also voided if the implementation of changes by the LICENSEE has not taken place, although it was necessary and required. This is the case when UPDATES, PATCHES and UPGRADES are available, but were not installed or were improperly installed for any reason whatsoever. Any warranty/liability claim shall also be voided for damages which could have been avoided by means of a daily data backup. No warranty claims shall exist for malfunctions which are based on the incompatibility with applications of third parties apart from the specifications of the LICENSED MATERIAL.

2. The warranty period is twelve months from the time of handover. The handover is understood to be, the date of handover of the data carrier or the date on which the PROGRAM is otherwise made available to the LICENSEE. A warranty beyond this period is excluded, even if any faults occur after this period. For the provision of UPDATES, PATCHES and UPGRADES, the warranty for these supplemental components never comprises the warranty for the original LICENSED MATERIAL. The regulations over warranty and liability also apply analogously for UPDATES, PATCHES and UPGRADES.

3. LICENSEE has a duty of complaint, insofar as they are a company. They must make known any faults to the LICENSOR within eight working days of their occurrence, or otherwise their legal rights shall be forfeited. If the LICENSEE is a consumer, the legal warranty periods apply.

4. In case of fault to the data carrier, there is only claim to the replacement of the aforesaid. There is no other legal redress of any form whatsoever, particularly for the consequences of delay with regard to the PROGRAM and/or the LICENSED MATERIAL.

5. Claims under warranty are primarily limited to remedy of faults, and in particular are limited to the exchange of the faulty data carrier or the re-working of the PROGRAM, wherein the LICENSOR must be given the opportunity for at least two attempts at rectification within a reasonable period. If rectification of the fault is not possible within a reasonable period, the LICENSEE is entitled to demand a reduction in price, or in the case of significant faults, to withdraw from the License contract after stipulating a reasonable period of notice. A general right to recourse of the LICENSEE as a retailer in accordance with Article 933b of the Austrian General Civil Code (ABGB), which provides a guarantee to a consumer, is excluded. The responsibility of proving that a fault exists lies with the LICENSEE. There is no retrospective warranty. Cumulative claims on several grounds are excluded. The LICENSOR will not assume liability for any damages which result from a withdrawal by the LICENSEE.

6. Any warranty in excess of the above numerals in any form whatsoever is excluded. The provisions regarding warranty also apply to retrospective claims, claims for compensation or claims made on any legal basis whatsoever, under which claims for which warranty are usually made, in particular faults due to defects.

7. Claims for compensation and liability of any form, in particular for delay, impossibility of performance, positive breaches of claims, loss of earnings, consequences of faults, restoration costs, procurement of replacement products etc. are explicitly excluded. If however, for whatever reason, the LICENSOR should become liable, this liability is limited to twice the amount of the License fee which was actually paid by the LICENSEE for the LICENSED MATERIAL. Insofar as no license fees arise, the liability is limited to a coverage of € 2,000.00 in accordance with the amount. Current License payments or maintenance fees shall only be taken into account insofar as they were paid during the last year. Liability for slight negligence is excluded. Liability for damage which occurs later than twelve months following the handover is also excluded. The LICENSEE must inform the LICENSOR in writing of any faults within eight working days of their occurrence, or otherwise their legal rights are forfeited. If the limitation of warranty or liability contravenes mandatory statutory regulations, the warranty and liability obligations of the LICENSOR will be restricted to the legally permissible minimum extent and amount.

8. The provisions of this section also apply to the relationship of the LICENSEE to any contractual partner from which they have acquired the License (RETAILER). Cumulative claims against the LICENSOR and the RETAILER are excluded.

9. The present Licensing Conditions apply regardless of any other Agreements, particularly with regard to the use of locking systems produced by the LICENSOR or associated companies. In particular, any defect in the area of the SUBJECT OF THE LICENSE does not constitute an entitlement to withdrawal from any contract concerning any locking systems etc., or to the derivation of any legal consequences with regard to the aforesaid. The present LICENSED MATERIAL is completely independent.

10. The LICENSEE shall fully indemnify the LICENSOR against claims resulting from the use of the LICENSED MATERIAL by the LICENSEE or by third parties with their consent and approval, or because such use has not been prevented by the LICENSEE.

11. The LICENSEE is aware no liability shall be assumed by the LICENSOR for the erroneous issuance of locking authorisations or the consequences thereof. The customer must review the correctness and ensure of the adherence to its own security standards on its own behalf.

12. It should be noted that for particular products (according to their technical design) the barring of an identification medium only becomes effective if this information (which cannot be controlled due to the technical design) is communicated to the locking system. Any response of the system depends on various factors. Therefore no warranty or liability can be assumed for such response.

V. Information, Updates and Upgrades, Extension of the License Environment

1. As a basic rule, the LICENSEE has no claim for the provision of PATCHES, UPDATES (MINOR or MAJOR RELEASES), UPGRADES or other changes to the Program on the basis of the concluded agreement, unless separately agreed upon explicitly and in writing.

2. The extension of the License always requires a separate written Agreement with the written consent(s) of the LICENSOR(s).

3. The LICENSOR reserves the right to make changes, including restrictions of functions of the PRODUCT etc. at any time. The LICENSOR can insist that the LICENSEE installs other versions of the PROGRAM and or/PATCHES.

4. The LICENSOR provides no warranty of any form for the compatibility of the PROGRAM in the context of the software and hardware environment of the LICENSEE. However, on request they shall provide non-binding details of typical software and hardware environments. The LICENSEE is aware that under certain conditions the purchase of UPDATES (particularly in the context of a new hardware environment) may be necessary, and that upward and downward compatibility in the context of any hardware and software environment cannot always be guaranteed.

5. Any possible support and training and/or maintenance, such as PATCHES, UPDATES or UPGRADES are not the subject of the license contract as a basic rule, with the exception of express written agreements.

6. The installation of the software, of PATCHES etc. is always carried out at the risk and expense of the LICENSEE.

VI. Proprietary Rights

1. The PRODUCT and the LICENSED MATERIAL are and remain the sole property of the LICENSOR. Also, any other rights of the LICENSOR, particularly copyright and other protective rights, are not affected by the license contract and/or conditions.

2. The LICENSEE does not become the owner of the PRODUCT or the LICENSED MATERIAL and does not acquire rights of any form, unless these are expressly granted in this contract.

VII. Confidentiality, Fidelity Duty, Verification

1. The LICENSEE must take all necessary measures to ensure that the LICENSED MATERIAL is used according to the agreement, and prevent unauthorised access, copying, or any other misuse or breach of the Licensing Conditions. The LICENSEE is also obliged to maintain confidentiality with regard to the LICENSOR's business, business relationships, or other commercial matters, and their operating and business secrets. The LICENSEE also explicitly and irrevocably declares, in particular, that they will not perform any acts on the basis of the operating or business secrets to which they has access, for their own benefit or the benefit of others, or utilise these in any way. He will also not challenge the LICENSOR's rights to the PRODUCT, or contest these either in or out of court.

2. The LICENSEE explicitly commits to complete confidentiality regarding the more detailed modalities of this license contract, and the amount of the license fees. The only exceptions to this are disclosures which must be made to authorities, such as taxation authorities due to the mandatory legal obligations. Insofar as is legally necessary, or necessary under the Articles of Association or other regulations, disclosures may be made to the necessary extent to other bodies of the LICENSEE, particularly supervisory bodies. Any information to potential customers or competitors of the LICENSOR is excluded.

3. If it comes to the LICENSEE's knowledge, that there is any intervention in the LICENSOR's rights, particular property rights or copyrights, they must immediately take all necessary measures to defend against these and inform the LICENSOR of such intervention immediately. He shall hand over to the LICENSOR all information and evidence which is available to him regarding the intervention.

4. If the LICENSOR has grounds for suspicion that provisions of this Agreement are being breached, they are entitled to have the compliance with these provisions verified by a person bound to confidentiality, in the presence of a representative of the LICENSEE. If these suspicions are justified, the LICENSEE shall bear the costs of this verification.

VIII. Term

1. The License is granted for an indefinite period unless differing agreements are made.

2. The LICENSOR is entitled to terminate the License immediately on serious grounds if after notification of a relevant breach of this Agreement, or other important interests which are to be considered as an important reason, the LICENSEE does not rectify the irregularity within a reasonable period. In particular, important reasons are deemed to be:

- the unauthorised transfer of the PROGRAM to third parties;
- enabling or condoning the use of the said PROGRAM by third parties;
- the production of copies of the PROGRAM, insofar as these are not backup copies within the meaning of this agreement;
- production of copies of the documentation in breach of contract;
- tampering, disassembly, reconstruction etc. of the PRODUCT or parts of the same, e.g. the program logic etc. in contravention of Numeral II.8.;
- transfer of the License without the prior explicit written permission of the LICENSOR (Numeral II.9.);
- opening of bankruptcy, liquidation or restructuring proceedings or other similar proceedings against the assets of the LICENSEE, or the rejection of such applications due to lack of funds, or the insolvency or significant deterioration of the financial situation of the LICENSEE, due to which the initiation of such proceedings is imminent;
- breach of any maintenance contract or similar contractual relationship;
- breach of the obligation to confidentiality, etc.;
- unjustified refusal of verification or unjustified incomplete disclosure of the requested details, or unjustified denial of access to relevant rooms or data processing systems;
- breach of other obligations according to Numeral VI.;
- use of the PROGRAM in a non-compatible hardware or software environment;
- provision of access to unsuitable or inadequately trained employees, and/or employees who are not bound to confidentiality;
- use of the PROGRAM with third party products, unless otherwise agreed.

3. In the case of a justified termination of this Agreement, the LICENSED MATERIAL shall be returned by the LICENSEE immediately. Any copies must be permanently destroyed. The LICENSOR must be given immediate confirmation of the complete return or destruction. The termination does not affect any claims of any legal nature whatsoever by the LICENSOR. On termination, there are no claims against the LICENSOR. Likewise, there are no claims against the LICENSOR in case of unjustified termination, insofar as they can claim that the grounds for termination were assumed in good faith. The LICENSOR is entitled to not make use of their right of termination without prejudice to their legal position.

4. The provisions of Numeral VI. also apply beyond the term of the License, as do the associated provisions regarding breach of contract (Numeral X.).

5. On termination of the License for any reason whatsoever, the provisions of Numeral VIII.3 apply accordingly.

IX. License Fee

The amount of the License fee was separately agreed, where necessary with a retailer, and is to be paid to the immediate contractual partner. Recurring (current) license fees are according to the particular current price list of the LICENSOR. The LICENSOR is free to constitute the aforesaid according to their commercial discretion. The License fees will be adjusted by at least the VPI 2010 (Retail Price Index 2000) independently of the publication of a price list (basis: month of purchase of the License). Fluctuations of the index of +/- 3% will not be taken into account.

X. Breach of Contract

1. If breaches of the license contract (including the General Licensing Conditions) occur within the sphere of influence of the LICENSEE, or if the LICENSEE exceeds the License granted, the LICENSEE explicitly and irrevocably commits to pay an irreducible contractual penalty which is independent of blame and the actual occurrence of damage, to the amount of EUR 10,000.00 (ten thousand Euro) per breach of contract.

2. The right to claim that higher damage has been incurred by the LICENSOR or third parties, as well as other rights of the aforesaid, in particular the right of termination of the contract remain unaffected by this.

XI. General Provisions

1. Austrian Law applies. Exceptions to this are any conflicting or reference standards, in particular UN Trading Law.

2. Subsidiary to this, the General Conditions of Business of the LICENSOR, which are available at http://www.evva.com/terms, apply.

3. Amendments or supplements to the Licensing Conditions must be made in writing. The same applies to a waiving of the Agreement to the written form.

4. The contracting parties waive the contesting or modification of this Agreement for any reason, e.g. due to errors or reduction in excess of one half.

5. The costs associated with the creation and implementation of this Agreement will be paid by both contracting parties alike. Any possible fees shall go to the encumbrance of the LICENSEE.

6. The application of General Conditions of Business, Purchasing Conditions or other general contractual templates of the LICENSEE is excluded unless there is explicit agreement to the contrary. Furthermore, these do not apply in addition.

7. If provisions of this contract are or become ineffective, invalid or unenforceable, the effect, validity or enforceability of the other provisions remains unaffected. In the event that one of these provisions is or becomes ineffective invalid or unenforceable, it is deemed that the contracting parties will agree to a provision which comes as close as possible to the commercial effect of the ineffective, invalid or unenforceable provision.

8. For all disputes arising from or in connection with these License Conditions, as well as creation or their effectiveness, in particular their effect and the Agreement on the court of jurisdiction, the contracting parties agree that the sole court of jurisdiction is the court responsible for commercial matters in the location of the registered office of the LICENSOR.

9. Correspondence is deemed to have been received at the latest 7 days after dispatch if it was sent to the last address, fax number or e-mail address provided in writing. For e-mail, the proof of receipt is to be provided by the sender. The timely posting or sending of a fax, or communication by e-mail is deemed to be in compliance with any time limits.

10. The LICENSEE grants their explicit consent that the LICENSOR may cite them as a reference customer to whoever they desire, and in any technical form, particularly in any advertising material.

11. The place of payment and fulfilment is the registered office of the LICENSOR.

12. If the customer is a consumer, any compulsory, more favourable regulations of the Austrian Consumer Protection Act remain unaffected by these EVVA General Licensing Conditions. The provision relating to this effect in the EVVA General Licensing Conditions is superseded where necessary, but remains valid in all other respects.

13. In case of doubt, all sums stated are in Euro, plus VAT in the respective legal amount.

XII. Data Privacy and Consent to the Processing of Personal Data

1. EVVA processes the following personal data of the customer, insofar as it is necessary for the order processing (e.g. outgoing invoice, accounting): Name and/or identification, title, address, telephone and fax number and other information required for the

address arising through modern communications technology, year of birth (insofar as absolutely necessary for identification), day and month of birth (insofar as absolutely necessary for identification), signature samples (insofar as necessary for identification), commercial register data, credit data, block indicators (e.g. communication block, invoice block, delivery block, accounting block, payment block), assignment to a specific customer and supplier category (including regional assignment, etc.) identification numbers for purposes of official statistics, such as VAT number and intrastate ID number, affiliation with a specific purchasing group, corporate group, languages of correspondence, other agreements and keys for data exchange, subject matter of the delivery or performance, bonus and commission data, contact person for processing of the delivery or performance

with the third party cooperating in the provision of services including information about the type of cooperation, delivery and performance conditions (including specifications about the location of the delivery or performance, packaging, etc.), data for customs (e.g. country of origin, customs tariff number) and export inspections, data for the insurance of the delivery or provision and for the financing thereof, data for the liability for taxation and calculation of taxes, financing and payment conditions, bank details, credit card numbers and companies, data for credit management (e.g. credit limit, bill limit), data for payment or performance behaviour of the relevant party, reminder/complaint data, account and voucher data, performance-specific expenses and earnings, special main bookkeeping processes (e.g. specific provisions, bills receivable, payment, bank guarantee).

2. Disclosure of the data indicated under Numeral XII.1 shall take place exclusively to the following recipients, insofar as a concrete legal or contractually agreed responsibility arises in connection with the contractual relationship: Banks for the processing of payments; legal representatives in the business case; economic trustees for auditing purposes; courts; responsible administrative authorities, particularly financial authorities; collection agencies for debt collection (only abroad insofar as the debt must be collected abroad); third-party financiers, such as leasing or factoring companies and transferees, insofar as the delivery or performance is financed by a third party in this manner; contractual or business partners and affiliated companies which cooperate or should cooperate in the delivery or performance; insurance companies on the occasion of the conclusion of an insurance policy over the delivery/performance or the occurrence of insurance case; the Austrian Federal Office of Statistics for the recording of the legally prescribed (official) statistics; company management of the client, for suppliers as well as commercial customers and large customers; customers (recipients of performances). A closer definition of which data categories may be communicated to which groups of recipients can be found in the Standard Application "SA001 Accounting and Logistics" from Annex 1 of the Austrian Federal Chancellor's Ordinance over Standard and Sample Applications in accordance with the Austrian Data Privacy Act of 2000 (Standard and Sample Ordinance 2004 - StMV 2004). Communication of personal data beyond this requires the separate approval of the customer.

3. EVVA only collects statistical data for the required planning of its capacities for some Products (e.g. Xesar and AirKey) for the use of the Product. For example, the following is collected: Number of active key media (identification media); number of initialised door components, classified according to component type (handle, fitting, cylinder, wall reader); number of users stored in the software; software version; list of all active firmware versions; used KeyCredits/written authorisations. This data is collected in a manner such that an assignment to specific or definable persons in the sphere of the customer is not possible for EVVA. However, the data is linked to the customer participant identification on collection, so a customer-related evaluation of the system utilisation is possible. The customer reference is only created if the customer desires communication of the data to its system. Otherwise, the evaluation by EVVA takes place on a purely statistical basis for the purpose of the necessary planning of its technical and staff capacities.

4. The storage of the data necessary for EVVA for the contract processing in the sense of Numeral XII.1 takes place for no longer than until the termination of the business relationship or the lapse of the guarantee, warranty, expiration and legally required safekeeping periods applicable for EVVA; beyond that, until the conclusion of any legal disputes in which the data is required as evidence. In the process, personal data is only stored as long as necessary for the business dealings or for the fulfilment of fiscal or legal financial regulations.

5. The customer hereby declares its approval of the storage, processing and communication of the aforementioned data to the extent described here. This agreement can be revoked. The use of data is limited to the necessary extent for the handling of the contractual relationship, therefore, EVVA is entitled, in the event of revocation, to cancel to the contractual relationship, insofar as the proper processing of the contract becomes impossible due to the revocation.

6. For the processing of personal data of third parties by EVVA on behalf of the customer, the provisions of the legal data privacy service agreement in accordance with Numeral XIII. apply.

XIII. Order Processing of Personal Data by EVVA as Service Provider

1. Insofar as EVVA collects personal data of third parties on behalf of the customer, particularly in the scope of the central server operation for the AirKey Product, EVVA shall serve in the capacity of a service provider (Article 4 Line 5 of the Austrian Data Privacy Act) and the customer shall serve in the capacity of the client (Article 4 Line 4 of the Austrian Data Privacy Act) in accordance with the Austrian Data Privacy Act of 2000. For these cases, the following provisions apply as an agreement over the provision of services in the sense of Articles 10 and 11 of the Austrian Data Privacy Act.

2. EVVA is obligated to use the data and processing results only within the scope of the orders of the customer and to return them exclusively to the customer or only communicate them by written order of the customer. Likewise, a use of the transferred data for internal purposes of EVVA requires such a written order.

3. EVVA hereby provides its legally binding declaration that it has obligated all persons assigned with the data processing to ensuring data secrecy in the sense of Article 15 of the Austrian Data Privacy Act. In particularly, the discretion obligation of the persons assigned to handle the data shall remain in effect after the conclusion of their work and departure from EVVA. The obligation to secrecy must also be observed for the data of legal entities and partnerships under corporate law.

4. EVVA hereby provides its legally binding declaration that sufficient security measures in the sense of Article 14 of the Austrian Data Privacy Act of 2000 have been taken in order to prevent improper use of the data and unauthorised access to said data by third parties.

5. EVVA can only entrust another company with the processing of the data handed over by the customer to EVVA for the order processing if the customer agrees. In this case, however, EVVA must conclude a contract with the subcontractor in the sense of Article 10 of the Austrian Data Privacy Act of 2000. EVVA must ensure in this contract that the subcontractor assumes the same obligations incumbent on EVVA on the basis of these contractual provisions.

6. EVVA shall provide for the necessary the technical and organisational requirements to ensure that the customer can fulfil the provisions of Article 26 (right to information) and Article 27 (right to correction or deletion) of the Austrian Data Privacy Act with respect to the affected party at all times within the legally prescribed periods and shall transfer all necessary information for this purpose to the customer.

7. EVVA is obligated to hand over all processing results and documentation which contain the data to the customer and/or to continue to store it safely secured from unauthorised access on behalf of the customer or to destroy said information in accordance with the order.

8. The customer is obligated to immediately notify EVVA of changes to the Austrian Data Privacy Act of 2000 and supplemental provisions. The customer shall allow EVVA a reasonable period to adjust to the changed data privacy regulations.

9. EVVA is obligated to provide the customer any information which is necessary to ensure that the obligations mentioned in this agreement have been observed.

XIV. Special Provisions for Products

1.   AirKey

1.1.   Description of the performance

1.1.1.   A contract arises between EVVA as LICENSOR and the customer as the LICENSEE of the AirKey Product in regard to this Licensing Agreement. In addition, there is a service agreement in regard to the processing of personal data by EVVA on behalf of the customer as defined in Article XIII. of this Licensing Agreement and Section 14. of the EVVA General Terms and Conditions.

1.2.   Language Instructions

1.2.1.   The AirKey-Online-Administration-Platform including the App is available in the following languages: CZ, DE, EN, ES, FR, IT, NL, PL, PT, SK

1.2.2.   The respective product specific system-manuals are available in the following languages: CZ, DE, EN, FR, IT, NL, PL, SK

1.3.   Use of Open Source libraries – source code escrow

1.3.1.   The software for the AirKey system contains various libraries and routines ("plug-ins") which are addressed externally by the AirKey software. A list of "runtime externals" and a link to the original source code of the Open Source application which is used is provided below, insofar as the respective Open Source license requires this (particularly LGPLv2.1). A copy of the corresponding original licenses, including the information regard ownership can be found in the annex to this Licensing Agreement (see Annex./1).

1.3.2.   In the event that the source code of the original Open Source program cannot be reached, for whatever possible reason, EVVA shall store the source code of the respective Program parts for at least 3 years after installation of said software and assures that it will be made available to anyone on request. This also applies in the event that EVVA has changed the original Open Source software. It is hereby expressly noted that all provisions of these EVVA General Licensing Conditions which differ from the provisions of the involved Open Source licenses only apply towards EVVA as LICENSOR and do not bind in the respective licensor of the original Open Source Program in any case whatsoever.

Name	Link	License/ Link to the Source Code
Android	http://developer.android.com/	Apache License v2.0
Protocol Buffers	https://developers.google.com/protocol-buffers/	Apache License v2.0
Google Cloud Messaging	http://developer.android.com/google/gcm/index.html	Apache License v2.0
ORMLite	http://ormlite.com/	Creative Commons Attribution-Share Alike 3.0 License
Spongycastle	https://github.com/rtyley/spongycastle	MIT X11 License
SQLite	http://www.sqlite.org/	Public Domain
Date4J	http://www.date4j.net/	BSD License
Boost	http://www.boost.org/	Boost Software License V1.0

Netty	http://netty.io/	Apache License v2.0

2. Xesar

2.1. Description of the performance

A contract arises between EVVA as LICENSOR and the customer as the LICENSEE of the Xesar Product in regard to this Licensing Agreement. Processing of personal data by EVVA as service provider as defined in Article XIII. of this Licensing Agreement only takes place in exceptional cases in the course of collecting information about technical faults or, if need be, in connection with software updates and only to the extent that is necessary for fault rectification work on a database that contains personal data. In this case, the processing of personal data by EVVA takes place on behalf of the customer according to the measure of Article XIII of this Licensing Agreement and Section 14. of the EVVA General Terms and Conditions.

In Version 2.2. or later, the Xesar product offers interfaces that enable use of the PROGRAM with third-party products. Therefore, deviating from Section II.10. of this Licensing Agreement, use of the PROGRAM with third-party products is permissible in the scope of the specified interfaces. In this case, it is the duty of the LICENSEE in collaboration with the provider of the connected third-party product to take all necessary precautions in order to fulfil the requirements for data privacy and data protection. Any third-party providers have a contractual relationship exclusively with the LICENSEE and are not subcontractors of EVVA.

2.2.   Language Instructions

2.2.1.   The Xesar-Software including the App is available in the following languages: CZ, DE, EN, ES, FR, IT, NL, PL, PT, SK

2.2.2.   The respective product specific system-manuals are available in the following languages: CZ, DE, EN, FR, IT, NL, PL, SK

2.3.   Use of Open Source libraries – source code escrow

2.3.1.   The software for the Xesar system contains various libraries and routines ("plug-ins") which are addressed externally by the Xesar software. A list of "runtime externals" and a link to the original source code of the Open Source application which is used is provided below, insofar as the respective Open Source license requires this (particularly LGPLv2.1). A copy of the corresponding original licenses, including the information regard ownership can be found in the annex to this Licensing Agreement (see Annex./1).

2.3.2.   In the event that the source code of the original Open Source program cannot be reached, for whatever possible reason, EVVA shall store the source code of the respective program parts for at least 3 years after installation of said software and assures that it will be made available to anyone on request. This also applies in the event that EVVA has changed the original Open Source software. It is hereby expressly noted that all provisions of these EVVA General Licensing Conditions which differ from the provisions of the involved Open Source licenses only apply towards EVVA as LICENSOR and do not bind in the respective licensor of the original Open Source Program in any case whatsoever.

Name	Link	License
Android	http://developer.android.com	Apache Licence v2.0
Android-apk-parser	https://github.com/joakime/android-apk-parser	Apache License v2.0
ANTLR	https://github.com/antlr/antlr4 & http://antlr.org	BSD Style License
ANTLR ST4	http://antlr.org/	The BSD License
Aop Alliance	http://aopalliance.sourceforge.net/	LICENCE: all the source code provided by AOP Alliance is Public Domain.
Apache Commons	http://commons.apache.org/	Apache License v2.0
Apache HttpComponents	http://hc.apache.org/	Apache License v2.0
Apache Jakarta Tomcat	http://tomcat.apache.org	Apache License v2.0
ASM	http://asm.ow2.org/	http://asm.ow2.org/license.html
BeanShell	http://beanshell.org/	Sun Public License v1.0 or LGPL
Boost	http://boost.org	Boost Software License V1.0
Bouncy Castle	http://www.bouncycastle.org/java.html	MIT License
Cglib	http://cglib.sourceforge.net/	Apache License v2.0
date4J	http://wwwdate4J.net/	BSD License
DOM4J	http://dom4j.sourceforge.net	BSD Style License
FreeMarker	http://freemarker.org/	BSD Style License
Google Cloud Messaging	http://developer.android.com/google/gcm/index.html	Apache License v2.0
Google Guice	http://code.google.com/p/google-guice	Apache License v2.0
Guava	http://code.google.com/p/guava-libraries/	Apache License v2.0
H2 Database Engine	http://www.h2database.com	modified version of the MPL 1.1

		(Mozilla Public License) or under the (unmodified) EPL 1.0 (Eclipse Public License)
Hibernate	http://www.hibernate.org	LGPL v2.1
Jackson	https://github.com/FasterXML/jackson	Apache License v2.0 or LGPL v2.1
Java Platform, Enterprise Edition	http://www.oracle.com/technetwork/java/javaee/	Oracle Binary Code License Agreement for Java EE Technologies
Java SE Runtime Environment	http://www.java.com	Oracle Binary Code License Agreement for Java SE and JavaFX Technologies
Javassist	http://www.csg.ci.i.u-tokyo.ac.jp/~chiba/javassist/	MPL 1.1 oder LGPL v2.1
Java Cryptography Extension (JCE) Unlimited Strength urisdiction Policy Files 6	http://www.oracle.com/technetwork/java/javase/downloads/jce-6-download-429243.html	Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html
javax.validation	http://beanvalidation.org/	Apache License 2.0 (für die API)
javax.inject	http://code.google.com/p/atinject/	Apache License v2.0
JAX-WS-commons	http://jax-ws-commons.java.net/	CDDL v1.1 oder GPL v2 (siehe Metro)
JMPT	http://code.google.com/p/jmpt/	LGPL V3; Quellcode verändert und hinterlegt
Joda-time	http://joda-time.sourceforge.net/	Apache License v2.0
Json.org	http://www.json.org/java/index.html	The JSON License
JTidy	http://jtidy.sourceforge.net	http://sourceforge.net/p/jtidy/code/1261/tree/trunk/jtidy/LICENSE.txt
JTA	http://www.oracle.com/technetwork/java/javaee/jta/index.html	http://download.oracle.com/otndocs/jcp/jta-1.1-classes-oth-JSpec/jta-1.1-classes-oth-JSpec-license.html
Liquibase	http://www.liquibase.org/	Apache License v2.0
Liquibase-slf4j	https://github.com/mattbertolini/liquibase-slf4j	MIT License
Logback	http://logback.qos.ch	EPL/LGPL dual-license
Metro	http://jax-ws.java.net	CDDL v1.1 oder GPL v2
Microsoft Distributables "vcredist_x64.exe"	http://www.microsoft.com/en-us/download/details.aspx?id=30679	License Extensions for Visual Studio 2012 and Visual Studio 2012 SDKcrosoft
Netty	http://netty.io/	Apache License v2.0
NSIS	http://nsis.sourceforge.net/	Applicable licenses, zlib/libpng, CPL v1.0
ORMLite	http://ormlite.com	Creative Commons Attribution-Share Alike 3.0 License
Protocol Buffers	https://developers.google.com/protocol-buffers/	Apache License v2.0
slf4j	http://slf4j.org/	MIT License
sli4j	http://99soft.github.io/sli4j/	Apache License v2.0
SnakeYAML	https://code.google.com/p/snakeyaml/	Apache License v2.0
Spongy Castle	https://github.com/rtyley/spongycastle	MIT X11 License
SQLite	http://www.sqlite.org/	Public Domain
Vaadin	http://vaadin.com/home	Apache License v2.0
Vaadin Refresher	http://vaadin.com/directory/-/directory/addon/refresher	Apache License v2.0

| xml-commons | http://xerces.apache.org/xml-commons/ | Apache License v2.0 |
| XULRunner | https://developer.mozilla.org/en/docs/XULRunner | MPL 2.0 |

3.   AccessDesigner

3.1   Description of the performance

3.1.1.   A contract arises between EVVA as LICENSOR and the customer of the AccessDesigner Software as the LICENSEE in regard to this Licensing Agreement. In addition, there is a service agreement in regard to the processing of personal data by EVVA on behalf of the customer as defined in Article XIII. of this Licensing Agreement and Section 14. of the EVVA General Terms and Conditions. The AccessDesigner software is designed for independent planning and project design of locking systems by the LICENSEE.

3.2.   Languages

3.2.1.   The AccessDesigner Software is available in the following languages: CZ, DE, EN, FR, IT, NL, PL, SK

3.2.2.   The product-specific system manuals are available in the following languages: CZ, DE, EN, FR, IT, NL, PL, SK

3.3.   Data retrieval for existing EVVA locking systems

3.3.1.   For data retrieval, the LICENSOR provides the LICENSEE locking system data stored by EVVA in the version available at the time of the data retrieval, for which the LICENSEE must provide proof of authorisation. The LICENSOR is not liable for the topicality or correctness of the provided data. The LICENSEE is not entitled to a claim to the use of this function.

3.3.2.   The necessary proof of authorisation in accordance with the current regulations of the LICENSOR must be provided in order to be able to use the data retrieval function. Illegal data retrieval will result in a loss of the license and can entail further legal action in accordance with Article IV. of this Licensing Agreement. The LICENSEE must indemnify the LICENSOR against third-party claims in this respect.

3.3.3.   If the LICENSEE chooses the 'manual preparation' option for the data retrieval, costs could arise for the additional associated services of the LICENSOR, which are billed to the LICENSEE.

3.4.   Orders

3.4.1.   The LICENSOR is not liable for the correctness or completeness of the content of orders of the LICENSEE.

3.4.2.   The acceptance of an order on conclusion of contract takes place with an order confirmation sent by email to the LICENSEE after a feasibility analysis has been conducted by the LICENSOR. If the feasibility analysis should have negative results, said results shall be communicated to the LICENSEE, who must re-submit the order to the LICENSOR with changes made on the basis of said results.

3.5.   Use of Open Source libraries - source code escrow

3.5.1.   The software for the AccessDesigner contains various libraries and routines ("plug - ins") which are addressed externally by the AccessDesigner Software. A list of "runtime externals" and a link to the original source code of the Open Source application which is used is provided below, insofar as the respective Open Source license requires this. A copy of the corresponding original licenses, including the information regard ownership can be found in the annex to this Licensing Agreement (see Annex./1).

3.5.2.   In the event that the source code of the original Open Source program cannot be reached, for whatever possible reason, EVVA shall store the source code of the respective program parts for at least 3 years after installation of said software and assures that it will be made available to anyone on request. This also applies in the event that EVVA has changed the original Open Source software. It is hereby expressly noted that all provisions of these EVVA General Licensing Conditions which differ from the provisions of the involved Open Source licenses only apply towards EVVA as LICENSOR and do not bind in the respective licensor of the original Open Source Program in any case whatsoever.

Name	Link	License to the Source Code
Xpand	http://opensource.org/licenses/MS-PL	Microsoft Public License (Ms-PL)
ProtoBuf	http://www.apache.org/licenses/LICENSE-2.0	Apache 2.txt
Fastflect	https://fasterflect.codeplex.com/license	Apache 2.txt

ANNEX ./1: Open Source Software Licenses in the EVVA Software Products: