

Terms and Conditions for Software and Website Development

These Terms and Conditions are complementary to the standard SafeComs Terms and Conditions and apply on transactions between the Customer and SafeComs (Business Registration (TAX) ID: 0-1055-48028-21-8) for the following products:

- I. PEPPERCAN software and service
- II. Application development
- III. Website development
- IV. Website Design
- V. Other services related to the products above.

In these Terms and Conditions the term “Work” refers to all the products above which will lead to a finished product to which will be referred as “Software”.

SPECIFICATION DOCUMENT

Complementary to the Quotation, the Specification Document shall be part of the Contract. The Customer agrees to review the Specification Document and confirms the correctness of this document.

CONTENT PROVISION AND COPYRIGHT

Unless explicitly specified in the Quotation or Specification Document, the Customer agrees to provide all required Content in the form of text and graphics free of copyrights of third parties. SafeComs will not be liable for any violation of copyrights by content provided by the Customer, Users of the Software or third parties.

In case SafeComs is ordered by the Customer to provide Content, SafeComs will provide copyright free content and will guarantee for this content until the Customer gains access to the Work or Software and is able to modify it (Event of Handover). After the Handover, the Customer is solely responsible for all Content and the compliance with the copyright. This also includes Links and Integration with and to any other website.

OWNERSHIP AND USAGE RIGHTS

Upon receipt of full payment, the Customer is hereby granted unlimited usage and reproduction rights for internal use of the final Software provided by SafeComs. This excludes PEPPERCAN as the specific PEPPERCAN license and usage rights shall apply. Unless defined

differently, SafeComs reserves the right to reproduce any and all Work and Software for future reuse and promotional purposes. The Customer also agrees that SafeComs may place a small SafeComs link reference on the Work or Software.

System Performance

As the Performance of a System depends on all involved components, SafeComs will not be liable in case of a bad or unsatisfying systems performance. If the root cause can be clearly tracked to the Work or Software delivered by SafeComs, SafeComs will investigate whether the performance is caused by the specified design or implementation. In case the design is as specified and has to be reworked, SafeComs reserves the right to charge additionally. In case the performance is due to the implementation, SafeComs shall be responsible to fix the cause in the limits of the specification.

In any case, SafeComs will never warrant for any loss or damage caused by usage of the Work and Software.

Support

SafeComs shall provide support for software as far as it is included in the service contract of the particular software and it shall cover only functions of the system which have been specified and approved by the client and SafeComs.

Malfunction of specified and approved functions shall only be covered within a period of three month after handover, unless covered by an additional service contract. Additional functions within a product which is covered by an existing service contract require an extension of this service contract in order to cover the added functions. In case the service contract is not extended, SafeComs will not support any behavior of the system which is directly or indirectly affected by the added function.

Support shall not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by SafeComs, usage and/or storage and/or installation not in accordance with product instructions, failure to perform required preventive maintenance, normal wear and tear, fire, flood, war, act of violence or any similar occurrence. Excluded from support shall also be incidences which are caused by user errors.

Support outside of the specified scope shall be charged additionally at the standard rate valid at the moment of the incident.