

## General Terms and Conditions for ValiGate®

SCRIBOS offers an integrated system for identification, authentication, and data analysis of products to its customers for a fee with the ValiGate® system. The system comprises a database, an API for its connection, and a web interface and app as default interfaces for using the service.

### I. Scope of Application, Structure

- 1.1. These General Terms and Conditions for ValiGate® (“ValiGate GTC”) shall apply to use of the service (as defined below) provided by SCRIBOS GmbH, Sickingenstraße 65, 69126 Heidelberg, Germany (“SCRIBOS”) by the customer. The customer agrees to application of the ValiGate GTC as amended at the time at which the order is placed by ordering the ValiGate® system. SCRIBOS only accepts any deviating general terms and conditions of the customer if it explicitly agreed to them in writing.
- 1.2. The ValiGate GTC comprise the general terms, the service description, and the special terms for the app (as defined below). The special terms for the app shall only apply if the customer has ordered the app.
- 1.3. If there is any conflict, the terms of the ValiGate GTC shall prevail over both the SCRIBOS terms of sale and service and the special terms for the app. They shall be relevant unless explicitly agreed otherwise in the special terms for the app or the SCRIBOS terms of sale and service, including reference to the section to be amended.

### II. General Terms

#### § 1 Definitions of Terms

The following terms shall have the following meanings in these ValiGate GTC except where required otherwise by context:

- 1.1. “**General Terms**” shall be the general section II of the ValiGate GTC.
- 1.2. “**API**” (“Application Programming Interface”) shall be an app-programming interface SCRIBOS can provide for the database.
- 1.3. “**App**” shall be the ValiGate® app used to access the database. The special terms in section III apply to the App.
- 1.4. “**Working Day**” shall be Monday to Friday, except for public holidays in Heidelberg, Germany.
- 1.5. “**Order**” shall be the contract or placing of the order for the service between SCRIBOS and the customer.
- 1.6. “**Downtime**” shall correspond to any unavailability of the service except for maintenance.

- 1.7. **“Special Terms for the App”** shall be section IV of the ValiGate GTC.
- 1.8. **“Operating Time”** shall be the total number of hours per month, minus the number of hours of maintenance for the respective month.
- 1.9. **“Database”** shall be the ValiGate<sup>®</sup> database used as part of the service. The general provisions of section II of these ValiGate GTC refer to access to the Database.
- 1.10. **“Service”** shall be the provision of the Database API, the web interface, and the App, if ordered by the customer, by SCRIBOS to the customer.
- 1.11. **“GDPR”** shall be Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/EC (the General Data Protection Regulation).
- 1.12. **“Intellectual Property”** or “IP” shall be any patents, copyrights, design rights, registered trademarks, service marks, logos, database rights, trade secrets, patent applications, rights to inventions, know-how, and/or any other present or future intellectual property rights of any kind.
- 1.13. **“Business Hours”** shall be from 9 a.m. to 5 p.m. in Heidelberg, Germany.
- 1.14. **“Force Majeure”** shall be any unforeseen event outside of the reasonable control of the affected party as far as such event prevents or delays a party from performing its obligations under this agreement or leads to any malfunction, defect, or failure of a SCRIBOS product, with the affected party not being the direct or indirect cause of the event and being unable to prevent or remove such event; force majeure shall include any circumstances such as natural disasters, war, insurrection, sanctions or embargoes, acts of public or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labour, or materials.
- 1.15. **“Mirror Environment”** shall be a situation where SCRIBOS sets up the systems required for the Service on the customer’s infrastructure and operates that system.
- 1.16. **“Open-Source License”** shall be the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), or essentially similar licenses.
- 1.17. **“Open-Source Software”** shall be any software distributed as “free software”, “open-source software” (a) under an open-source license or (b) subject to the condition that the licensee of such software grants or agrees to grant any intellectual property rights or restrictions that the licensee has the right to dispose of in derivative works to any third party on the same terms as granted or supposedly granted for such software, including the requirement that any software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of producing derivative works, or (iii) be redistributable to third parties free of charge or at minimal cost as a condition of modifying, distributing, or otherwise using such software.

- 1.18. **“Service Description of the Service”** shall be section II of the ValiGate GTC.
- 1.19. **“Affiliated Companies”** shall be any legally independent companies directly or indirectly controlled by a party, directly or indirectly controlling a party, belonging to the same group, or that is an affiliated company within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz; AktG*). Control shall include direct or indirect title in more than 50% of the shares or direct or indirect control of more than 50% of the voting rights by any other means.
- 1.20. **“Availability”** shall refer to availability in percent =  $[(\text{uptime} - \text{downtime}) / \text{uptime}] * 100$ .
- 1.21. **“Maintenance”** shall be maintenance services provided by SCRIBOS within the scope of the Service.
- 1.22. Terms referring to gender shall include all genders; terms in the singular shall include the plural; terms referring to any persons shall include both incorporated and unincorporated bodies and vice versa from case to case, except where otherwise required by context.
- 1.23. Reference to any regulation, directive, law, legal provision, or legal code shall include reference to that regulation, directive, law, legal provision, or legal code together with all provisions adopted based on them, as well as any amendments, consolidations, and recast versions.
- 1.24. The term “in writing” shall include email except if explicitly stated otherwise.
- 1.25. If the terms “include”, “includes”, “including”, “inclusive”, “comprising”, or “in particular” are used, the respective example or the respective enumeration shall not be considered exhaustive. Any obligation imposed on a party by these ValiGate GTC not to do something shall also include an obligation not to agree to the action or to allow the action to be performed.

## **§ 2 SCRIBOS' Obligations**

- 2.1. SCRIBOS shall
  - 2.1.1. render the Service in accordance with § 5 with the Availability in accordance with § 8 and grant the rights of use required in accordance with § 6.
  - 2.1.2. maintain and update the Service in accordance with § 9.

## **§ 3 Customer's Obligations**

- 3.1. The customer shall in particular
  - 3.1.1. pay the remuneration in accordance with § 10,
  - 3.1.2. support SCRIBOS appropriately in the provision of its Services,
  - 3.1.3. ensure compliance with legal provisions when using the Service. SCRIBOS shall merely provide the Service as a technical tool. The customer shall be responsible for use of the Service. In particular, the customer guarantees that it will use the Service exclusively in accordance with the applicable provisions of labour law, works

constitution law, and data protection law. The customer shall also ensure that any bodies entitled to co-determination are involved as required.

- 3.2. The customer is aware and agrees that SCRIBOS will process data only for the customer. The customer shall be the controller within the meaning of Art. 4 (7) GDPR for any personal data and/or data that can be referred to a person in accordance with applicable data protection law. For this purpose, the customer represents and warrants that it has ensured that there are sufficient legal bases for processing of personal data regarding the customer's use of the Service and that the customer complies with the data subjects' rights, in particular Articles 13, 14 of the GDPR, before using the Service.
- 3.3. The customer shall indemnify SCRIBOS against any third-party claims if items 3.1.3, 3.2 are violated.
- 3.4. If SCRIBOS provides the customer with any text drafts, e.g. information in accordance with Art. 13, 14 GDPR, such texts shall only be samples. They have not been subject to final legal review. The customer shall adapt these sample texts to its needs and verify their compliance with applicable law as far as it uses them.

#### **§ 4 Subcontractors**

- 4.1. SCRIBOS shall have the right to use subcontractors for rendering the Services listed in the ValiGate GTC as well as in the Order.
- 4.2. SCRIBOS shall provide the customer with information on the subcontractors used at <https://www.tesa-scribos.com/en/about-us/legal-information/subcontractors>. SCRIBOS shall inform the customer about any changes to this list by email.

#### **§ 5 Provision of the Service, Database Access**

- 5.1. Provision of the Service shall include access to the Database, as well as to the stored data, for the customer via a web frontend or API provided by SCRIBOS. The precise scope of Services, in particular the type of data stored, and provision of the web frontend shall be subject to the Service Description of the Service in section III.
- 5.2. The Service will only permit declaration and verification of the applied security marking (e.g. a label), but not verification of the authenticity of the product as such.
- 5.3. SCRIBOS may occasionally require reasonable support from the customer, e.g., in system setup or troubleshooting. SCRIBOS shall request such support in time in advance, and the customer shall perform the necessary actions, provide the required information, or render any other support.

#### **§ 6 Right of Use**

- 6.1. SCRIBOS grants the customer a non-exclusive right to use the Service, unlimited in space but limited in time to the term of this provision contract, as far as use of the Service by the customer requires any corresponding right of use. The right of use shall not be transferable and cannot be sublicensed to any third parties by the customer.

- 6.2. Any open-source components used for the Services shall be subject to the respective Open-Source Licenses; all rights granted shall be subject to the Open-Source Licenses exclusively.

## **§ 7 Third-Party Rights**

- 7.1. SCRIBOS guarantees that use of the Service and other services following the Order shall be free of third-party rights. SCRIBOS shall indemnify the customer against any third-party claims, including any legal fees, in accordance with the Lawyers' Compensation Act (*Rechtsanwaltsvergütungsgesetz*; RVG). The indemnification shall require that the customer
- 7.1.1. informs SCRIBOS of any claim in writing without undue delay,
  - 7.1.2. does not take any legally relevant actions towards the third party, and that it in particular does not settle out of court, make any acknowledgement, or take any other actions equivalent to such without SCRIBOS' written consent,
  - 7.1.3. supports SCRIBOS in legal defence against the third party as far as is necessary, in particular by providing information, and
  - 7.1.4. allows SCRIBOS to define and implement the strategy of the legal defence, in particular by selecting the lawyers and drafting submissions. The customer shall make any necessary declarations and grant any powers of attorney required for this purpose. SCRIBOS shall appropriately consider the customer's legitimate interests in its legal defence.
- 7.2. If there are any conflicting rights of third parties, SCRIBOS shall make reasonable efforts at its own expense to ensure that the customer can continue to use the Service.
- 7.3. If SCRIBOS is unable to remedy the situation, SCRIBOS may terminate the Order. This shall not affect any further rights of the customer.

## **§ 8 Service Availability**

- 8.1. SCRIBOS shall be obligated to ensure Availability of the Service in accordance with the following provisions.
- 8.2. Availability of the Service shall be 99% per calendar year. If the Order enters into effect during a year, Availability shall be calculated prorated until the end of that calendar year.
- 8.3. The Service shall be available when it can be reached from the data centre where the Service is operated, and the data centre is connected to the internet.
- 8.4. SCRIBOS' care and Maintenance work may cause temporary Service outages. Any such outage for care and Maintenance services shall not affect the Availability promised by SCRIBOS. SCRIBOS shall strive to give reasonable advance notice if the Service is not available.

## **§ 9 Maintenance, Support**

SCRIBOS may, at its own discretion, perform regular maintenance measures for the provided Service during the term of the Order; SCRIBOS shall determine the scope and timing of such maintenance measures. Such work shall comprise the elimination of errors, provision of updates, and other measures for further development and improvement, as far as they are necessary to maintain function and operability of the Service. This shall include both minor technically necessary adjustments (updates, patches, bugfixes) and updates to the previous version that exceed a minor scope, in particular any product innovations, i.e. functional expansions of the previous version and/or significant improvement and quality increase of the previous program version to a higher version (upgrades and release or version changes).

## **§ 10 Remuneration**

- 10.1. The customer shall be obligated to pay a one-time setup fee and an annual provision fee for setup and provision of the Service by SCRIBOS, each in advance, in accordance with the offer.
- 10.2. The provision fee shall include maintenance and support in accordance with § 9.
- 10.3. The amount of the respective fee shall be subject to the SCRIBOS offer valid from time to time.
- 10.4. The remuneration shall be due upon receipt of the invoice. It shall be paid within the payment period stated in the offer. Invoices shall be issued at the beginning of each calendar month.
- 10.5. If the customer enters default of payment, SCRIBOS may suspend the Service until the payment is made. The customer's payment obligation shall not be affected by this. Any further legal rights of SCRIBOS shall not be affected.

## **§ 11 Liability**

- 11.1. SCRIBOS shall be liable without limitation for any damage caused in cases of intent and gross negligence, injury to life, limb, or health, breach of warranty, customer claims under the Product Liability Act (*Produkthaftungsgesetz*) as well as in cases of mandatory legal liability (e.g. Product Safety Act [*Produktsicherheitsgesetz*]).
- 11.2. In cases of simple negligence, SCRIBOS shall only be liable for breach of essential contractual obligations. In such cases, liability shall be limited to the amount of the foreseeable damage typically to be expected in contracts of this type. An essential contractual obligation in the above meaning shall be any obligation that is essential for achieving the purpose of the contract or compliance with which renders proper execution of the contract possible in the first place and on compliance with which the customer may regularly rely. The foreseeable damage typical for this type of contract shall be damage that can typically be expected in the usual course of damage.

- 11.3. In the cases of § 11.2, the parties assume that the foreseeable damage typical to the contract corresponds to the amount the customer has paid to SCRIBOS for the Service in the twelve (12) months preceding the claim.
- 11.4. Any liability on the part of SCRIBOS beyond this shall be excluded.
- 11.5. The statutory limitation period shall apply in the cases of 11.1. In any other respect, the customer's claims for damages shall expire twelve (12) months after it gains knowledge of them, but no later than ten (10) years after the claims occurred.
- 11.6. The above limitations of liability shall apply accordingly to the employees and bodies of SCRIBOS.
- 11.7. SCRIBOS shall not be liable if and as far any event of force majeure applies.

## **§ 12 Term**

- 12.1. The term of the Order shall be specified in the Order. The Order shall extend by one (1) subsequent year from time to time unless it is terminated by either party in accordance with § 12.2.
- 12.2. The contractual relationship may be terminated by either party in writing with a period of notice of three (3) months at the end of the respective term. The date of receipt of the notice of termination by its respective recipient shall be decisive for calculation of the period.
- 12.3. Either party's right to terminate the contract for cause shall not be affected. SCRIBOS shall, in particular, have the right to terminate the contract for cause if the customer is more than two months in arrears with the payment of the remuneration or if an application for opening of insolvency proceedings has been filed against the customer and has not been rejected as unfounded, or if insolvency proceedings are refused due to lack of assets.
- 12.4. Notice of termination shall require written form. Notice of termination by email shall not be sufficient.

## **§ 13 Data Protection, Confidentiality**

- 13.1. The parties shall observe the applicable data protection provisions, in particular the GDPR.
- 13.2. SCRIBOS shall enter into a separate agreement with the customer for data processing based on a contract, which shall be an integral part of the Order.
- 13.3. The parties commit to treating any information received concerning the respective other party during initiation and execution of the contract strictly confidentially. The term of "information" shall be understood in a broad sense; it shall include any electronic and printed documents, including the terms of the contract, and any information disclosed during verbal presentations or discussions. Information that is public knowledge or that the customer or SCRIBOS has demonstrably received from third parties without any breach of a confidentiality obligation shall not be included in this. Confidential

information received shall only be used as far as it is necessary to meet the purpose of the contract. Use for any other purposes shall not be permitted without the advance written consent of the customer or SCRIBOS respectively.

- 13.4. Any confidential information received shall be returned to SCRIBOS or the customer upon completion of the Services, and any remaining copies shall be erased except if the respective party is legally obligated to retain a copy of the information. In this case, the data shall be destroyed without undue delay after the end of the statutory retention period.

#### **§ 14 Final Provisions**

- 14.1. Any and all agreements that contain any amendment, supplement, or specification of the ValiGate GTC must be recorded in writing. This shall also apply to the amendment of this requirement of written form.
- 14.2. If any individual clauses of the ValiGate GTC are or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- 14.3. The place of jurisdiction for any disputes from this contract shall be Heidelberg, Germany.
- 14.4. The law of the Federal Republic of Germany shall apply, subject to exclusion of UN Sales Law of 11 April 1980 (Vienna CISG Convention).

### **III. Service Description of the Service**

ValiGate® provides all target groups, from the end user to the expert, with feedback on whether security marking is genuine or not by way of automated online verification. A mathematical algorithm patented by SCRIBOS, and double decryption software permit secure, fast, and reliable verification of whether or not the product is genuine. Provision of the Service by SCRIBOS to the customer shall include the following Services and functions:

#### **§ 1 ValiGate® App and Web Browser Verification**

- 1.1. The offered Service for automated verification can be provided as a browser verification or in an App. Depending on which is chosen, the mathematical algorithm and double decryption software will be embedded in the App or in the web browser accordingly.
- 1.2. For the App: The software is available for the latest versions of iOS and Android systems. SCRIBOS is able to provide the App either as an SDK (software development kit) for integration into an existing customer App or as a standalone App. In addition to this, special expert/investigator access to the smartphone App is available. Access logins shall be provided by SCRIBOS. The App gives experts and investigators some functions in addition to the ones available to end customers, such as batch scan, archiving, and others. Further applicable provisions for use of the App are stipulated in section IV (“Special Terms for the App”).



- 1.3. For the web browser: The Service is available as an App clip (no App download required) for iOS and with the Chrome web browser for Android systems. The provisions of section IV (“Special Terms for the App”) shall apply accordingly for the App clip.
- 1.4. In either version, the ValiGate® software is a self-learning SMART feature. Technology experts have designed the App and web browser to automatically recognise the smartphone (model and version) and adjust legibility for an easy scanning experience.

## § 2 SCRIBOS 360 Authentication

- 2.1. The SCRIBOS 360 Database is a frontend website for experts. This platform provides an overview of all scans (dashboard) to experts, including geo-location, scan status (e.g. valid, blacklisted, etc.), number of authentications, charts, statistics, map views, etc.
- 2.2. The customer and any supplier or person authorised by the customer may access the platform. SCRIBOS shall provide a login and password to the authorised party.
- 2.3. The functions of the Services offered by SCRIBOS are listed in the following table.

	Website Identification	ValiGate® App	SCRIBOS 360 - Authentication
Public	<ul style="list-style-type: none"> <li>• Authentication via QR-Code</li> <li>• Report of suspicious scans</li> </ul>	<ul style="list-style-type: none"> <li>• Authentication via App</li> <li>• Report of suspicious scans</li> <li>• Feedback field for any scan</li> </ul>	n.a.
Experts	<ul style="list-style-type: none"> <li>• Authentication via QR-Code</li> <li>• Report of suspicious scans</li> </ul>	<ul style="list-style-type: none"> <li>• Authentication via App</li> <li>• Report of suspicious scans</li> <li>• Feedback field for any scan</li> <li>• Expert login for additional features such as               <ul style="list-style-type: none"> <li>• Batch scanning</li> <li>• Archive</li> <li>• Pictures</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Account registration</li> <li>• Dashboard view</li> <li>• Analysis and reporting referring to data generated by the scans               <ul style="list-style-type: none"> <li>• Analysis of one/several labels</li> <li>• Analysis based on QR IDs</li> <li>• Automatic alerts</li> <li>• Geolocalization (map)</li> <li>• Graphics / Pie charts</li> <li>• Number of authentications</li> <li>• Number of verified originals</li> <li>• Number of checks / day</li> <li>• Number of checks per month</li> <li>• Number of checks per country</li> <li>• View on scan status (valid, suspicious, ...)</li> </ul> </li> </ul>

## **IV. Special Terms for the App**

### **§ 1 Scope of Application**

- 1.1. The following terms shall apply in addition to the provisions of the General Terms and conditions if the customer has also ordered the App or would like to use the App clip. The remaining provisions of the ValiGate GTC shall only be affected by this if explicitly stipulated in these Special Terms.
- 1.2. The App is used to authenticate security markings SCRIBOS uses for product packaging and products. Note that the App cannot determine whether a product is genuine or counterfeit. The App can only authenticate the security feature (e.g. a marker). There is a small risk that third parties may copy the label with great effort.
- 1.3. The scope of functions of the App is described in § 2 of section III (“Service Description of the Service”).
- 1.4. The App is configured to connect to the Database. Access to the Database is subject to the General Terms of section II of these ValiGate GTC.
- 1.5. SCRIBOS shall provide the customer with the App for installation on its users’ devices. The installation and provision of adequate technical equipment for this shall be subject to the customer’s responsibility.
- 1.6. SCRIBOS shall correct any defects in the App within a reasonable period of time within the scope of software maintenance. SCRIBOS shall also update the App when and as far as required by updates of the operating systems for which the App is available (§ 2 (2) of these special terms). The customer shall be obligated to install the respective updates for the App and to upload them to the respective App stores.
- 1.7. The customer may choose to upload the App and any updates to the App stores directly, or to have SCRIBOS to this on the customer’s behalf. In the latter case, the customer must provide SCRIBOS with the account details required for this. SCRIBOS shall not upload the App under its own name under any circumstances.
- 1.8. Alternatively, the customer may decide not to publish the App, but to make it available to a limited group of users only. In this case, SCRIBOS shall provide a password-protected download option on the SCRIBOS 360 platform. The customer is aware and agrees that it must ensure installation of the App on the devices directly in this case and that the automatic update function of the iOS and Android App stores will not be available. Instead, it will have to trigger installation of updates directly. The customer must also make the App available for installation again at the end of each period of twelve months since the last installation. Any users will have to reinstall the App at that time.

### **§ 2 Technical Requirements, Supported Operating Systems and End Devices**

- 2.1. The App can only be used if the technical requirements described in this § 2 are met.

- 2.2. SCRIBOS provides the App for iOS and Android. The supported versions, along with a whitelist and a blacklist for supported mobile devices with iOS or Android respectively, can be found at <https://www.scribos.com/smartphone-list-valigate-app> (Password is available upon request). The whitelist contains all devices that have been fully tested and confirmed as compatible with the App in terms of function and usability. The blacklist contains devices for which SCRIBOS knows that the App will not work on them. Any devices that are not included on either list may or may not work with the App. SCRIBOS shall strive to make basic standard functions available on non-listed devices as far as this is reasonable. SCRIBOS shall also strive to add additional devices to the lists within a reasonable period of time. If the customer desires to use the App on specific end devices, it may request this in accordance with § 6 of these Special Terms.
- 2.3. If the device manufacturer releases a new operating system version for a supported mobile device, a compatible version of the App shall be made available within a reasonable period of time following release of the new operating system version. Until then, updating the mobile device may affect the App's proper function.

### **§ 3 Rights of Use for the App**

- 3.1. Supplementing § 6 of the General Terms and conditions, SCRIBOS hereby grants the customer a non-exclusive worldwide right to provide the App to its users within the scope of its business purpose for the duration of the Order.
- 3.2. A list of all open-source components used in the App can be called up within the App, using the menu item 'Settings'. That menu item will also display the full license texts of all integrated open-source components.

### **§ 4 Warranty and Function Updates for the App**

The following provisions on warranty and updates shall apply to the App exclusively:

- 4.1. Only such errors that impair the value or suitability of the App for the contractually agreed use shall obligate SCRIBOS to provide a general warranty service.
- 4.2. The warranty claim shall expire one year after the App has been provided by SCRIBOS or, provided that an update has been performed during the warranty period, one year after the respective last update.
- 4.3. If a warranty claim arises, SCRIBOS shall always have the right to repair or replace the software at its discretion. If SCRIBOS refuses to remedy a defect by updating the software or making a replacement delivery, or if SCRIBOS has entered default – which may only be assumed following two failed attempts of remedy, except in cases where waiting is not reasonable for the customer – the customer shall have the right to reduce the purchase price (reduction) or to withdraw from the contract (rescission).

## **§ 5 SDK**

Rather than using the App, the customer may also order a software development kit (“SDK”) to integrate the App functions into an app of its own. The following shall apply in this case:

- 5.1. Instead of providing the App, SCRIBOS shall provide the SDK with the same function as the App to the customer. SCRIBOS shall provide the SDK in the same programming language that is used for the App. The customer shall determine whether this is compatible with its own app.
- 5.2. §§ 1 to 4 of these special terms shall apply accordingly where they are necessary for use of the SDK.
- 5.3. The customer shall be responsible for integrating the SDK, as well as any corresponding updates for the SDK, into its own app. SCRIBOS shall not assume any responsibility and shall not be liable if the customer is unable to use the features because it has not properly integrated the SDK or corresponding updates into its own app.
- 5.4. SCRIBOS offers to support the customer for the SDK as well, subject to a separate agreement in accordance with § 6 of these special terms.

## **§ 6 Services**

In exceptional cases, the parties may agree that SCRIBOS shall render services for custom design of the App to the customer based on a separate service description. The following shall apply if and as far as the parties agree to such additional services:

### **6.1. Customer’s Contribution Obligations**

- 6.1.1. The customer shall support SCRIBOS appropriately in performance of the Services arising from the Order and the ValiGate GTC. If the customer does not do so, SCRIBOS may be unable to render the Services in the agreed quality, time, or at the agreed price.
- 6.1.2. The customer’s support shall be required in particular for customisation of the App, for which the customer must provide, among other things, logos, images, texts, colours, and other design elements.

### **6.2. Agile Methods**

- 6.2.1. The parties agree that any professional services to be rendered by SCRIBOS shall be performed based on agile development methods. The parties shall agree the scope of such services for every individual project agreed in a work area. Such projects shall be subject to the following principles:
  - SCRIBOS shall provide resources for rendering of the service, comprising a Scrum master and any other resources required for performing the development.
  - The customer acknowledges and agrees that agile software development requires a high level of participation by customer. For this purpose, the customer shall

provide a product owner capable of making all decisions required during agile execution, including, among other things, setting priorities for the product backlog, Sprint reviews, and defining completion (“Done”) for each Sprint.

- The customer shall provide a direct contact to permit exchange with the SCRIBOS product owner within the scope of the agile method.
- The parties shall define the product vision for every individual project before starting the project.
- SCRIBOS shall provide the resource capacity agreed for the project within the scope of an agreed project. If the customer requires any additional resource capacity, the parties shall agree on such increase of resources in writing.
- The customer acknowledges and agrees that SCRIBOS does not represent or warrant that any resource capacity agreed upon in a project will be sufficient at all times, that any source code developed by SCRIBOS as part of the respective project will be fully functional, or have all functions intended by the customer when the agreed resource capacity has been fully consumed due to the agile project method. Nevertheless, SCRIBOS shall ensure that the respective latest source code version can be provided at all times.

### 6.3. Available Customisations for the App

6.3.1. SCRIBOS offers specific customisation options for the App as services. The following options are included in the price:

- App icon
- Home screen
- Colours within the App
- Icons within the App
- Text/translations within the App
- Scanner outline shape
- GSP connections
- Product URLs
- Languages: CN, EN, FR, DE

6.3.2. The customer may request additional options on top of these subjects to an additional fee, e.g. as an SDK for integration into an existing app or additional languages.