

A G B

for the use of samples free of charge, the use by invitation and the use of use of fire software products and services.

Terms of Use and General Terms and Conditions for the services and products of Feuer Software GmbH

§ 1 Subject matter of the contract

Feuer Software GmbH, Local Court Frankfurt am Main HR B 108723, UID: DE313324603 (from now on referred to as Feuer Software) enables the contracting party (from now on referred to as the "customer") to use the services and products of Feuer Software GmbH and to offer them to its users. Feuer Software GmbH concludes contracts exclusively with authorities, associations, and companies that are not consumers within the meaning of § 13 BGB (German Civil Code).

The customer is the operator of an "organization user" and is entitled to use the products of Feuer Software GmbH with its "users" within the contractual framework.

(1) The creation of a user account as an "Organisation User" entitles the user free of charge for 90 days from registration. Feuer Software GmbH reserves the right to restrict this function in the event of misuse. Restrict this function. Abusive behavior also includes passing information to unauthorized third parties against the official regulations.

(2) The use of an "organizational user" shall be subject to a charge, except subsection 1. The price depends on the number of "users" booked.

(3) The "organization user" is a prerequisite for all other products and services.

(4) For all Connect service users, all data can only be transmitted encrypted (HTTPS) can be sent. This ensures data exchange between the web servers of Feuer Software GmbH and the customer.

(5) Installation and configuration services are not The subject matter of this contract.

(6) The average availability of the service is 95%. The availability of the service is achieved if the service is available at least 95% of the month.

(7) For use in combination with products of the Feuer Software GmbH, Feuer Software GmbH also sells hardware items in the WebShop.

The offered hardware items are produced by partner companies and resold via Feuer Software GmbH.

§ 2 Definitions

(1) Deployment Monitor

OperationsMonitor is software for Windows operating systems. This allows deployment information to be displayed quickly and clearly on a connected screen and printed out. The software is provided free of charge by Feuer Software GmbH. Free of charge. The software can be operated locally and connected to the Internet. It requires an external source to receive the deployment information. According to the product description, this is possible through external software and with the software's interfaces. An internet connection for update purposes is recommended. Furthermore, the monitor can be connected to the Connect service via the with the Connect service via the Internet. If the Deployment Monitor is used with Connect, it requires a license for use.

(2) DeploymentManager

The deployment manager software is software for Windows operating systems. Software for Windows operating systems. The software can be installed locally on computers. It is used for deployment documentation. The software can be used without an internet connection. The software is provided free of charge by Feuer Software GmbH free of charge.

The OperationsManager can be connected to the Internet via an encrypted connection (SSL) with the Connect service. If the DeploymentManager is used with Connect, this requires a license in each case.

(3) Connect service

The Connect service (also ConnectPortal) is a web-based application. The Connect service is subject to a fee. The Connect service allows the products DeploymentMonitor, DeploymentManager, and the Fire Software Apps (Android / iOS) together connected via the internet and to the centralized administration.

(4) Fire Software Apps (Android / iOS)

The Feuer Software Apps (Android / iOS) allows users to receive mobile device deployment information. It is This is expressly not a substitute for possible alerting. The fire software apps (Android / iOS) also enable information about availability to the responsible monitor in charge via the Connect service. Service. Further functions are address books, news board, and calendar functions that facilitate the general administration of a fire brigade.

The fire software apps are the TabletApp. The OperationsApp is available to all users on their remote end device. The tablet is an app intended for use in emergency designed for use in emergency vehicles. The

A G B

for the use of samples free of charge, the use by invitation and the use of use of fire software products and services.

use of the deployment tablet requires a user of the license.

§ 3 Conclusion of the contract

(1) Free use of OperationsMonitor

OperationsMonitor is a free software solution of Feuer Software GmbH. It can be installed locally and used locally on end devices and utilized. The rights and obligations from these GTCs apply.

(2) Use of OperationsManager free of charge

The OperationsManager is a free software solution of Feuer Software GmbH. It can be installed locally and used locally on end-devices and used. The rights and obligations from these GTCs apply.

(3) Chargeable use of the Connect services

The Connect service is an online user account. The following are subject to an organizational account's charge creation and operation. The amount of the costs depends on the number of end devices in the organization that is to be connected via Connect are to be connected. End devices are monitors, deployment managers, and users (app / digital radio message receiver can be used in parallel).

(3a) The Connect service can be used for test purposes within 90 days after registration with Feuer Software GmbH.

(4) The period of use for which payment is required (license) begins with the order in the online shop (shop.feuersoftware.com). The licenses are valid for one year from the order in the online shop. Additional licenses will be credited to existing rights but can be booked at the earliest 90 days before the end of the respective term.

An increase of licenses is possible within one year after consultation with Feuer Software GmbH on an individual basis. For this purpose, don't hesitate to get in touch with info@feuersoftware.com.

§ 4 Obligations of Feuer Software GmbH

(1) Feuer Software GmbH is obligated to provide the user with the described contractual contract for the contract term.

Feuer Software GmbH is obliged to ensure that the products and services' data is only encrypted and protected from access by unauthorized third parties.

(2) The functions of the products and services of Feuer Software GmbH may and services of Feuer Software GmbH can be products of third parties. The external

products are partly products that are subject to a charge. These are not included in the scope of the products as mentioned above.

§ 5 Duties of the user

(1) The user is obliged to use data exclusively under the use and recognition. He may only use the standard recognized interfaces or those specified by Feuer interfaces specified by Feuer Software GmbH. Deviations require notification of Feuer Software GmbH and its written approval.

(2) The user is obliged to keep the access data provided to him access data made available to him and keep it safe from third parties so that third parties misuse the data by third data for access is impossible. The personal password must be changed several times. Third parties are not permitted to use the private key is prohibited. "Organisational users" are to be occupied personally.

(3) If the customer uses the Connect services to the extent that the acquired rights of use qualitative (in terms of the type of use permitted) or quantitative use) or quantitatively (in terms of the number of (in terms of the number of licenses acquired), it shall immediately acquire the rights of service necessary for the permitted use. If he fails to do so failure to do so, Feuer Software GmbH shall assert the rights to which it is entitled.

(4) The contractual software may only be used by a maximum of the number of natural persons at the same time that corresponds to the licenses purchased by the customer. The permissible use includes installing the contractual software, loading it into the memory, and the intended use by the customer. The license certificate shall determine the number of licenses and the type and scope of use. Under no circumstances shall the customer have the right to right to rent out or otherwise sublicense the purchased sub-license it in any other way, to use it publicly, reproduce or make it accessible or make it accessible to the public by wire or wireless third parties against payment or free of charge, e.g., in the third parties, e.g., by way of Application Service Providing or as "Software as a Service." Para. 4 remains unaffected.

(4) The customer must ensure that the data provided within the meaning of the BDSG (Federal Data Protection Act) / EU-DSGVO is stored and process the data provided. The customer is obliged to prepare its data protection documentation. The customer may submit its order processing contract or use the warranty supplied by Feuer Software GmbH. The responsibility for the lawful

A G B

for the use of samples free of charge, the use by invitation and the use of use of fire software products and services.

processing of personal data lies with the customer as the client. The Feuer Software GmbH supports the customer on questions of data protection.

(5) Insofar as the user has committed a criminal offense or other violation of the law in connection with the use of products or services of Feuer Software GmbH is accused, Feuer Software GmbH is entitled to block all all benefits of this organization temporarily. If a violation of the users is sufficiently probable, the accounts belonging to the organization can be barred permanently.

(6) In case of blocking the services, according to para.3 Feuer Software GmbH has the right to terminate the contract extraordinarily. Fees already paid will not be refunded.

§ 6 Duration of the contract

(1) The contract for using the services provided by Feuer Software GmbH begins with the activation of the service / invoicing. It ends with the termination of these services or the end of the term of the respective license.

(2) Contracts are concluded for one year. The amount is owed in advance. The license expires after one (1) year and must be purchased again.

§ 7 Forms of license acquisition

(1) 1-Year Licence

The 1-year license entitles the holder to use the fire software limited use of the Fire Software Connect license for one year.

(2) Subscription

With the subscription, the user has the leased number of Feuer Software Connect licenses for one year from the date of order. The subscription is automatically renewed for a further year unless canceled five days before its expiry.

(3) Free license

When creating a user account as an "organization user," the user can use it free of charge for 90 days.

§ 8 Warranty and limitation of liability

(1) The liability and warranty of Feuer

The statutory provisions shall govern software GmbH. However, liability for damages is limited to intent and gross negligence unless there is an injury to life, body, or health. Health is concerned.

(2) The above limitation of liability shall also apply to the person applies to the personal liability of the employee's representatives and organs of the seller.

(3) The user is responsible for adequately backing his data.

§ 9 Data protection

(1) The user agrees that Feuer Software GmbH, within the scope of the legal provisions, to collect, process and use the collect, process and use the required data. This takes place exclusively on servers in Germany (e.g., Azure Germany, among others)

(2) For invoice processing, the Feuer Software GmbH processes names, addresses, contact details, and telephone and e-mail.

(3) Feuer Software GmbH uses the following to simplify or discount offer processes discount codes. These may also enable a personal allocation of users.

(4) The publication of personal data is at the user's discretion. The app requires only a name and e-mail address for registration. Further information is provided by the user, who voluntarily discloses additional data to the other participants in their organization.

(5) Further regulations will be announced in the data protection information. The data protection information becomes part of the contract.

§ 10 Provision of the software

Feuer Software GmbH provides its software partly free of charge. The user is granted the right to install the software on end devices worldwide with the registration. Only the software connection to the Connect service is subject to a charge. The Connect services are charged according to the number of connected end devices. Rights that go beyond the use of the software are not granted. In particular, decoding and decompiling of the software provided software provided is not permitted.

§ 11 Place of Jurisdiction / Applicable Law

(1) The place of performance for all contractual services in Frankfurt am Main.

(2) The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the excluded.

A G B

for the use of samples free of charge, the use by invitation and the use of use of fire software products and services.

(3) The registered office of Feuer Software GmbH shall be the place of jurisdiction for all disputes in this contractual relationship. This also applies to legal persons under public law or public law special funds under public law. However, Feuer Software GmbH is also entitled to sue at the place of business of the contractual partner. Should a provision of this contract be or become contract is or becomes ineffective, the effectiveness of the validity of this contract shall not be affected thereby.

Frankfurt am Main, March 2022

Contact:

Dirk Koch -Managing Director-
Feuer Software GmbH
Karlsbader Str. 16
65760 Eschborn

info@feuersoftware.com

Tel.: 06196 / 5255697

Fax: 06196 / 5255696