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für die unentgeltliche Probenutzung, die Nutzung auf Einladung und die entgeltliche Nutzung von Feuer Software Produkten und Diensten.

Terms of Use and General Terms and Conditions for the Services and Products of Feuer Software GmbH

§ 1 Contractual objects

Feuer Software GmbH, Amtsgericht Frankfurt am Main HR B 108723, UID: DE313324603, enables the present contractual partner (hereinafter "Customer") to use the services and products of Feuer Software GmbH and to offer these to its users. Feuer Software GmbH only concludes contracts with authorities, associations and companies that are not consumers within the meaning of Section 13 of the German Civil Code (BGB).

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 scope of its acquired license within the contractual framework. Licensing is based on the number of "users". The smallest unit of licensable "users" is five (5). The prices are based on an individually created offer or the prices stored in the online store.

(1) The creation of a user account as an "organization user" entitles the user to free use for 90 days from registration. Feuer Software GmbH reserves the right to restrict this function in the event of abusive behavior. Abusive conduct also includes the disclosure of information to unauthorized third parties against the requirements of official regulations.
<https://lizenzen.feuersoftware.com>

(2) The use of an "organization user" is subject to a fee, with the exception of paragraph 1. The price depends on the number of "users" booked.

(3) The "Organization User" is a prerequisite for all other products and services associated with the Connect Service.

(4) For all users of the Connect service, it is ensured that all data can only be transmitted in encrypted form (HTTPS). This ensures a confidential exchange of data between the web servers provided by Feuer Software GmbH and the customer.

(5) Installation and configuration services are not covered by this contract.

(6) The average availability of the service is 95%. The availability of the service is achieved if the service was available for at least 95% of the time in a

month.

(7) Feuer Software GmbH also sells hardware items in the WebShop for use in conjunction with Feuer Software GmbH products.

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

§ 2 Definitions

(1) **EinsatzMonitor**
EinsatzMonitor is a software for Windows operating systems. It makes it possible to display and/or print out operational information quickly and clearly on a connected screen. The software is provided free of charge by Feuer Software GmbH. The software can be operated locally without a connection to the Internet. However, it requires an external source in order to receive the operational information. This is possible using external software and the software's own interfaces in accordance with the product description/documentation. An Internet connection for update purposes is recommended. The EinsatzMonitor can also be connected to the Connect service in encrypted form via the Internet. If the EinsatzMonitor is used with Connect, it requires one "user" license per end device.

(2) **DeploymentManager**
The EinsatzManager software is a 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. The EinsatzManager can be used over the Internet via an encrypted connection (SSL) with the Connect service. If the EinsatzManager is used with Connect, it requires one "user" license per end device.

(3) **Connect service**
The Connect service (also ConnectPortal) is a web-based application. The Connect service is subject to a charge. The Connect service allows the products EinsatzMonitor, EinsatzManager and the Feuer Software Apps (Android / iOS) to be used together via the Internet and administered centrally. Licensing is based on the number of licensed users.

(4) **Feuer Software Apps (Android / iOS)**
The Feuer Software Apps (Android / iOS) gives users the opportunity to receive deployment information on mobile devices. This is expressly not a substitute for any alerting. The Fire Software Apps (Android /

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iOS) enables information about availability to be forwarded to the relevant incident monitor via the Connect service. Other functions include address books, newsboard and calendar functions to facilitate the general administration of a fire department.

The fire software apps are the EinsatzApp and the TabletApp. The EinsatzApp is available to every user for use on a private device; the customer must have licensed a corresponding number of "users". The EinsatzTablet is an app that is intended for use in emergency vehicles; the use of the EinsatzTablet requires a user to be licensed.

The fire software apps have the option of integrating other third-party services via the app. The integration is based on the terms of the respective agreements with the third parties.

§ 3 Obligation to pay costs

(1) Use of EinsatzMonitor free of charge
EinsatzMonitor is a free software solution from Feuer Software GmbH. It can be installed and used locally on end devices at no additional cost. The rights and obligations arising from these GTC apply.

(2) Use of EinsatzManager free of charge
EinsatzManager is a free software solution from Feuer Software GmbH. It can be installed and used locally on end devices at no additional cost. The rights and obligations arising from these GTC shall apply.

(3) Paid use of the Connect services
The Connect service involves online user accounts. The creation and operation of an organization account is subject to a fee. The amount of the costs depends on the number of "users" licensed in the organization that are to be connected via Connect. User licenses are assigned to users. User licenses can also be assigned to individual end devices, provided they are not user-related. These end devices are deployment monitors, deployment managers and UBX boxes. Separate consideration is given to "sensors", for example from third-party providers (e.g. CVM sensors). Two (2) licenses are charged for each sensor.

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

(4) The paid usage period (license) begins with the

order in the online store (store.feuersoftware.com). The licenses are valid for one year from the order in the online store. The corresponding service period is shown on the invoice. Additional licenses will be credited to the existing licenses, but can be booked at the earliest 90 days before the end of the respective term.

An increase of licenses within one year is possible individually after consultation with Feuer Software GmbH. Please contact info@feuersoftware.com for this purpose.

§ 4 Obligations of Feuer Software GmbH

(1) Feuer Software GmbH undertakes to provide the user with the described contractual items subject to a charge for the term of the contract. Feuer Software GmbH is obliged to ensure that the data processed in the products and services are only encrypted and protected against access by unauthorized third parties.

(2) In some cases, the functions of the products and services of Feuer Software GmbH may be extended by third-party products. Some of the external products are fee-based products. These are not included in the scope of the above-mentioned products.

§ 5 Obligations of the user

(1) By installing/using the services of Feuer Software, the user acknowledges the terms of use set out in § 5.

(2) The user is obliged to transmit data exclusively using and recognizing the standards adopted in accordance with the https Internet protocol. The user may only use the interfaces recognized as standard or specified by Feuer Software GmbH. Any deviations shall require notification to Feuer Software GmbH and its written approval.

(3) The user is obliged to keep the access data provided to him secret and to store it securely against access by unauthorized third parties, so that misuse of the data by third parties for access is impossible. The personal password must be changed several times a year. Third parties are prohibited from using personal access. "Organization users" must be personally assigned. The loss of access data must be reported immediately to the responsible administrator.

(4) If the customer uses the Connect services to an

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extent that qualitatively (in terms of the type of use permitted) or quantitatively (in terms of the number of licenses acquired) exceeds the acquired rights of use, the customer shall immediately acquire the rights of use required for the permitted use. If he fails to do so, Feuer Software GmbH shall assert the rights to which it is entitled.

(5) The contractual software may only be used simultaneously by a maximum number of natural persons corresponding to the licenses acquired by the customer. Permitted use includes the installation of the contractual software, loading into the working memory and the intended use by the customer. The number of licenses and the type and scope of use are otherwise determined by the license certificate. Under no circumstances shall the customer have the right to lease or otherwise sublicense the purchased contract software, to reproduce it or make it accessible to the public by wire or wireless means or to make it available to third parties for a fee or free of charge, e.g. by way of application service providing or as "software as a service". Para. 4 remains unaffected.

(6) The responsibility for the lawful processing of personal data lies with the customer as the client. The customer must ensure that it may collect, store and process the data provided in accordance with the BDSG (Federal Data Protection Act) / EU GDPR. The customer is obliged to create its own data protection documentation for use. The customer may submit its own order processing contract. If no separate order processing contract has been concluded, the current version of the order processing contract provided by Feuer Software GmbH shall apply. Feuer Software GmbH shall support the customer on request with regard to data protection issues by providing corresponding information on the homepage.

(7) If the user is accused of a criminal offence or other violation of the law in connection with the use of products or services of Feuer Software GmbH, Feuer Software GmbH shall be entitled to temporarily block all services of this organization. If a violation by the user is sufficiently probable, the accounts belonging to the organization may be permanently blocked.

(6) In the event that the services are blocked in accordance with paragraph 3, Feuer Software GmbH shall have the right to terminate the contract extraordinarily. Fees already paid shall not be refunded.

§ 6 Duration of the contract

(1) The contract for the use of the services provided by Feuer Software GmbH shall commence with their activation / invoicing and shall end 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 of money is owed in advance. The license expires after one (1) year and must be purchased again.

§ 7 Forms of license acquisition

(1) 1-year license
The 1-year license entitles the user to use the Fire Software Connect license for a limited period of 1 year.

(2) Subscription
In the case of a separately concluded subscription, the user is entitled to the leased number of Feuer Software Connect licenses for a period of one year from the order date. The subscription is automatically renewed for a further year unless it is terminated 5 days before the subscription expires.

(3) Free license
When creating a user account as an "organization user", the user has the option of using it free of charge for 90 days from registration.

§ 8 Warranty and limitation of liability

(1) The liability and warranty of Feuer Software GmbH shall be governed by the statutory provisions.

(2) However, liability for damages shall be limited to intent and gross negligence, unless injury to life, body or health is involved. Feuer Software GmbH shall only be liable for slight negligence if a material contractual obligation has been breached. Feuer Software GmbH shall only be liable for damages which are foreseeable and the occurrence of which must typically be expected. Material contractual obligations are those obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfillment of which the customer may rely.

(3) The above limitation of liability shall also apply to the personal liability of the employees,

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representatives and bodies of Feuer Software GmbH.

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(4) The user himself shall be responsible for the proper backup of his data.

§ 9 Provision of the software

Feuer Software GmbH provides some of its software free of charge. Upon registration, the User shall receive the right to install the software on end devices worldwide. Only the connection of the software to the Connect service is subject to a charge. The Connect services are charged according to the number of licensed "users". Rights that go beyond the use of the software are not granted. In particular, decoding and decompiling the software provided is not permitted.

§ 11 Place of performance, place of jurisdiction & applicable law

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

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

(3) The place of jurisdiction for all disputes arising from this contractual relationship with fully commercial contractual partners shall be the registered office of Feuer Software GmbH. This shall also apply to legal entities under public law or special funds under public law. However, Feuer Software GmbH shall also be entitled to take legal action at the place of business of the contractual partner.

§ 12 Final provision

Should any provision of this contract be or become invalid, this shall not affect the validity of the remainder of this contract.

Frankfurt am Main, September 2024

Contact:

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