

Terms and Conditions for Evaluation Software of OVD Kinegram AG ("OVDK-TCESW")

Status: 08/2025

1. Right to Use

Subject to the terms and conditions of the OVDK-TCESW, OVD Kinegram AG, having its principal offices at Zählerweg 11, CH-6300, Zug, Switzerland ("OVDK") hereby grants to the business customer which has accepted such OVDK-TCESW by clicking the corresponding box in the form on www.kinegram.digital ("COMPANY") during the Term (as defined in Paragraph 7 below) a non-exclusive, revocable, non-transferable, royalty-free license, without the right to sublicense, to use the software selected by the COMPANY by clicking the corresponding checkbox in the form ("Evaluation Software") and the documentation specified in [Exhibit A](#) (collectively, the "Evaluation Materials") solely for the limited purposes specified in [Exhibit A](#) ("Limited Purposes"). The COMPANY and OVDK collectively are hereinafter referred to as "Parties" or individually as "Party". All upgrades and updates for the Evaluation Materials that OVDK may (in its sole discretion) provide to COMPANY, if any, are incorporated in, and treated as, Evaluation Materials hereunder. Completion of the abovementioned form constitutes a request by COMPANY to conclude a license agreement concerning the Evaluation Materials. The effective conclusion of such license agreement between the Parties ("Agreement") is subject to the explicit confirmation of such request by OVDK towards COMPANY in written or text form. Completion of the form does not entitle the COMPANY to receive the Evaluation Materials; OVDK reserves the right to review the request and reject it without giving reasons.

2. Limitations and Restrictions

Without in any way expanding the expressly authorized Limited Purposes, COMPANY agrees that it shall not, and shall not permit any third party to: (i) exceed the total number of devices as specified in [Exhibit A](#) on which the Evaluation Materials or a copy thereof are installed and used ("Permitted Installations"); (ii) use the Evaluation Materials for commercial or revenue generating purposes; (iii) assign, sublicense, modify or make derivative works of any portion of the Evaluation Materials; (iv) reverse engineer, decompile or disassemble the Evaluation Materials, or derive or attempt to derive the source code, algorithmic nature or structure of any object code portions of the Evaluation Materials; (v) use the Evaluation Materials to create any product that competes with the Evaluation Materials; (vi) remove or alter any proprietary marking or notices from the Evaluation Materials; (vii) market, transfer, distribute, publish, copy, translate, lend, or otherwise provide third parties access to any portion of the Evaluation Materials or disclose the results of the Evaluation Materials performance benchmark to any third party without OVDK's express prior written consent; (viii) use the Evaluation Materials for unlawful purposes; (ix) violate any law of any country with its use of the Evaluation Materials including, but not limited to, data privacy laws; and (x) otherwise use any portion of the Evaluation Materials in any manner not expressly authorized in Paragraph 1.

3. Company Evaluation

COMPANY will disclose to OVDK (i) COMPANY test results and evaluation findings as a result of its usage of the Evaluation Software, and (ii) COMPANY testing methodologies for any internal evaluation of the Evaluation Software.

4. Feedback

If COMPANY provides any ideas, suggestions, or recommendations to OVDK related to the Evaluation Materials ("Feedback"), OVDK may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any of OVDK's products, technology, service, specification or other documentation.

5. Ownership

Except for the limited rights specifically granted in Paragraph 1, OVDK retains all of its right, title and interest in and to the Evaluation Materials. The granting of rights under the Agreement is not a sale and does not transfer to COMPANY any title or ownership interest in or to the Evaluation Materials, any patent, copyright, trade secret, trade name, trademark or other proprietary or intellectual property rights related to the Evaluation Materials. COMPANY agrees that OVDK is under no obligation to enter into any further license agreement or any other agreement with the COMPANY.

6. Confidentiality

"Confidential Information" shall mean all tangible and intangible information or material disclosed by OVDK, its contractors, representatives or agents or otherwise made available or accessible to the COMPANY, its employees, contractors, affiliates, invitees, assigns, representatives or agents whether disclosed intentionally or inadvertently regardless of the manner or medium of disclosure or access (e.g. visual, oral, writing, electronic form) that is identified as confidential or is considered as confidential by OVDK and shall include, but is not limited to, the following types of information and other information of a similar nature: Evaluation Materials, Feedback and testing results, commercial information, prices and information exchanged relating to the Agreement. COMPANY agrees to (i) use the Confidential Information only for the Limited Purposes, and (ii) disclose the Confidential Information only to its employees who have a need to know, provided that such persons have agreed in writing to receive it under terms at least as restrictive as those specified in this Paragraph 6. COMPANY agrees to use the same degree of care as it would use to protect its own confidential information, but no less than a reasonable degree of care, to protect the Confidential Information from misappropriation or unauthorized use or disclosure. COMPANY shall notify OVDK immediately if COMPANY learns of any misappropriation, or unauthorized use or disclosure of the Confidential Information. COMPANY agrees

improper disclosure of Confidential Information will result in irreparable harm to OVDK and therefore OVDK will be entitled to equitable relief, including but not limited to injunctive relief, in addition to any other relief available.

7. Term and Termination

The term of the Agreement will commence on the date of OVDK's written confirmation of COMPANY's request and, unless terminated earlier, continue for a period of six (6) months (the "**Term**"). The Term may be extended upon written agreement (email is sufficient) of the authorized representatives of both Parties. Either Party may terminate the Agreement at any time for any reason by providing written notice to the other Party. Promptly upon termination or expiration of the Agreement, COMPANY shall cease any use of the Evaluation Materials and return to OVDK, or, at OVDK's discretion, destroy, all copies thereof, in whole or in part, of the Evaluation Materials and or other Confidential Information. COMPANY shall use reasonable efforts to delete any archival copies or backups of the Evaluation Materials or other Confidential Information. Within thirty (30) days after termination or expiration of this Agreement, COMPANY will provide to OVDK, a written certification that (i) the Evaluation Materials, other Confidential Information and all copies thereof, in whole or in part, in any form, have been destroyed or returned to OVDK, and (ii) the Evaluation Materials and Confidential Information have been erased from all of COMPANY's storage elements or devices.

8. Remedies

COMPANY acknowledges that if OVDK is required to bring an action to enforce the provisions of the Agreement, the damages may be irreparable and difficult to measure and that OVDK shall be entitled to seek equitable relief including a preliminary injunction in addition to any other relief available. COMPANY agrees that in the event that OVDK seeks an injunction hereunder, COMPANY hereby waives any requirement for the posting of a bond or any other security.

9. Disclaimer

THE EVALUATION MATERIALS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. OVDK EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE, OF THE EVALUATION MATERIALS REMAINS WITH COMPANY. COMPANY IS SOLELY RESPONSIBLE FOR PROCURING THE RIGHTS TO ANY APPLICATION, PROGRAMME, SOFTWARE OR ANY OTHER PRODUCT IN WHICH THE EVALUATION MATERIALS ARE INTEGRATED BY COMPANY AND ENSURING THE INTEROPERABILITY WITH THE EVALUATION MATERIALS.

10. Limitation of Liability

IN NO EVENT SHALL OVDK BE LIABLE TO COMPANY FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO, ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (AND WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA OR INFORMATION, AND THE LIKE) ARISING OUT OF THE AGREEMENT OR THE USE OF OR INABILITY TO USE THE EVALUATION MATERIALS, WHETHER OR NOT BASED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY IN ANY CASE WHERE A LEGALLY BINDING LIABILITY EXISTS UNDER MANDATORY LAW (E.G. PRODUCT LIABILITY ACT), IN CASE OF WILFUL MISCONDUCT OF OVDK OR IN CASE OF PERSONAL INJURY OR DEATH.

11. Export Laws

COMPANY shall control access to Evaluation Materials in compliance with all applicable export and import control laws and regulations of any applicable, competent jurisdiction.

12. Assignment

The assignment of a claim or of a right under the Agreement is permitted only with the prior written consent of the other Party.

13. Corporate Social Responsibility

As a member of the KURZ-Group, OVDK is committed to respect and to observe the KURZ Code of Business Conduct. The COMPANY confirms to observe the applicable law and legislation; the COMPANY shall not tolerate any kind of corruption or bribe, respect basic rights and the ban on child labor and forced labor. Furthermore, the COMPANY shall take responsibility for the health and safety of its employees, shall ensure a fair compensation and reasonable working hours, shall act in accordance with the applicable environmental laws and shall use its best efforts to promote the observance of these principles among its suppliers.

14. Applicable law

The substantive law of Switzerland shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

15. Jurisdiction

The exclusive place of jurisdiction is Zurich, Switzerland.

EXHIBIT A

1. Evaluation Materials:

- (i) Evaluation Software that, depending on the selection made in the corresponding form, includes the following components in object code format:

MOBILE SCANK SDK | <https://kinegram.digital/mobile-scan-sdk/>
MOBILE CHIP SDK | <https://kinegram.digital/mobile-chip-sdk/>
DIGITAL POLICING | <https://kinegram.digital/kinegram-digital-policing/>
New Products, according to latest offer and form on <https://kinegram.digital>

- (ii) Evaluation Software may be delivered in one of the following forms for COMPANY to integrate into a product or application demonstration and evaluate with its own tools:
 - a. Operating System specific SDKs or libraries with API documentation and sample code
 - b. Dockerized applications with API documentation and sample code
 - c. Early Releases (i.E. Apple TestFlight)
 - d. Android applications (APK)
 - e. Apple applications (IPA)
 - f. Project Specific Deliverables
- (iii) For the avoidance of doubt, any data or database delivered with the Evaluation Software shall be considered part of the Evaluation Materials.

2. Limited Purposes of using the Evaluation Materials:

- (i) Performing proof of concept testing and internal evaluation by COMPANY of the Evaluation Materials for potential use in COMPANY's products; and
- (ii) Usage of the Evaluation Materials to create a demonstration version of a COMPANY product; and
- (iii) Installing the Evaluation Materials or a copy thereof on no more than 10 devices: the maximum number of Permitted Installations; and
- (iv) Subject to OVDK's express prior written consent, conducting customer demonstrations performed by COMPANY of the Evaluation Software, as incorporated into COMPANY's products, provided that (a) COMPANY shall include on each copy of its product and related brochures all notices and legends embedded in the Evaluation Materials; and (b) COMPANY shall maintain and report to OVDK a record of the number of such products and location of all copies of Evaluation Materials.