

# General Terms and Conditions of genua GmbH for cognitix Threat Defender

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## Part 1: General terms and conditions

### 1. Scope

1.1 These general terms and conditions (GTC) apply to all contracts concluded between genua GmbH, Domagkstraße 7, 85551 Kirchheim (hereinafter referred to as “genua”) and the customer with regard to deliveries and services related to the cognitix Threat Defender product.

1.2 Customers can only be entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). These are natural or legal persons, or a legal partnership carrying out their commercial or self-employed activities upon conclusion of a legal transaction.

1.3 These GTC apply exclusively. Conflicting or supplementary terms and conditions of the customer shall not apply.

1.4 genua is entitled to amend these GTC, insofar as these changes are reasonable for the customer. genua shall inform the customer of the intended changes in due time per email. If no objections are raised by the customer within four weeks after receipt of the notification, the changes to the GTC are considered accepted. In the notification, genua shall advise on the right to objection, as well as on the legal consequences of the deadline expiration.

### 2. Term

2.1 The term of the contract is twelve (12) months after contract conclusion.

2.4 The right to extraordinary termination for good cause remains unaffected by the above provisions.

2.5 Every termination must be in writing.

### 3. Liability

3.1 In cases of intent or gross negligence, genua is liable for injury to life, body, or health, or in accordance with the provisions of the Product Liability Law, as well as within the scope of the guarantee assumed by genua.

3.2 In the event of negligent breach of a contractual duty under gross negligence, the liability of genua shall be limited to the damage foreseeable and typical according to the type of business in question.

3.3 A further liability on the part of genua does not exist.

3.4 The aforementioned limitation of liability also applies to the personal liability of employees, representatives, and institutions of genua.

#### **4. Confidentiality**

4.1 The parties agree not to disclose confidential information and company secrets of the other party.

4.2 This obligation does not apply to such information that,

a) was already verifiably known to the receiver at contract conclusion, or has been later disclosed by a third party without violating a confidentiality agreement, statutory provisions, or regulatory requirements;

b) is known to the public at contract conclusion or becomes publicly known thereafter, provided that this is not based on a breach of this agreement;

c) must be disclosed due to statutory requirements, by order of a court, or a public authority. To the extent that it is permitted and possible, the receiving party that is obliged to disclose the information shall inform the other party in advance, allowing them to take actions against the disclosure.

4.3 The parties shall grant access to confidential information only to those consultants who are bound by the obligation of professional secrecy or upon which the corresponding obligations of this agreement have previously been imposed. In addition, the parties shall disclose the confidential information only to those employees who must have knowledge of such information for the purpose of implementation of this contract, and they shall further obligate these employees to confidentiality for the period after they have left the company within the permissible scope of employment law.

#### **5. Data protection/Data security**

The contractual parties shall observe the relevant data protection regulations.

#### **6. Offsetting, assignment**

6.1 The customer may transfer rights and obligations arising out of or in connection with this agreement to third parties only upon receiving written consent from genua.

6.2 A set-off is admissible only against undisputed or legally established claims of genua.

#### **7. Choice of law, place of jurisdiction**

7.1 This agreement is subject solely to German law with the exception of those standards that refer to the legal systems of other countries.

7.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the contract is Munich. This shall also apply if the customer has no general place of jurisdiction in Germany.

7.3 Notwithstanding clause 7.2, genua shall be entitled to bring proceedings against the customer at its general court of jurisdiction.

#### **8. Severability clause**

Should one or more individual provision of this contract be partially or fully invalid, either

now or in the future, this shall not invalidate its remaining provisions. The same applies if the contract contains a loophole. If an invalid or unenforceable provision or a loophole is found, the parties shall replace or fill it with a regulation that comes as close as the law allows to what the parties wanted or would have wanted, according to the sense and purpose of this agreement, if they had been aware of the problem when they concluded the agreement.

## **9. Written form**

All amendments or additions to this contract or further contractual agreements must be made in writing to be effective.

## Part 2: License terms

### **1. Scope/contractual parties**

In addition to the GTC (Part 1), these license terms shall apply to all license agreements with regard to "Threat Defender" (TD) software (hereinafter referred to as "Software"). Licensor is genua and licensee is the customer.

### **2. Granting of rights**

1.1 With the conclusion of the contract and completion of payment, the customer will receive the simple, territorially unlimited right to use the software itself within the scope of the intended use in accordance with the following clause 3.

1.2 There is particularly no right to transfer, sublicensing, or software processing. This does not apply insofar as a genua distributor acquires the right to further distribute the software for the purpose of sale within the framework of the distribution partnership. This further distribution must be based on the present general terms and conditions.

### **3. Intended use/prohibition of monitoring**

1.3 The customer undertakes to use the Software only for the purpose of ensuring network and information security as well as the availability and stability of network services in electronic communications networks ("Intended Use"). This includes, in particular, the detection of anomalies in the communication behavior of connected network devices and defense against malware attacks.

1.4 In particular, the Software may not be used for the purpose of monitoring electronic communications. "Monitoring electronic communications" in this context means either

- a) using the Software to obtain identifying information about an individual or group of individuals engaged in electronic communication (such as email addresses or contact information) to enable obtaining a substantial portion of the content of the communication about that individual or group for the purpose of monitoring and taking human-initiated or directed action against that individual or group based on the content of the communication; or
- a) using the Software to capture all or a substantial portion of electronic communications to enable analysis of those electronic communications for the purpose of taking human-initiated or directed action against a particular individual or group based on the content of the communications.

#### **4. Software protection**

The customer is obliged to protect the software by appropriate measures against access by unauthorized third parties.

#### **5. Compliance**

The customer is obliged to observe all applicable laws when using the software. This applies particularly with regard to data protection laws and in the event that the software export is recorded by the export control.

### Part 3: Scope of services

#### **1. Service and service provision**

1.1 The software allows the customer

To perform network analysis and rule enforcement for the purpose of system security enhancement.

1.3 After the conclusion of the license agreement, genua shall provide the software to the customer via download-link.

1.4 The hardware environment which is required for the operation of the software and which is to be provided by the customer must comply with the specifications provided by genua.

1.5 genua shall offer software update downloads via the internet at its own discretion. The updates include both system updates for performance enhancement and error correction, and new signatures for attack detection and/or malware prevention.

1.6 genua is entitled to carry out insignificant or standard software changes, or such changes which correspond with the further technical development of the industry by way of updates, insofar as this is reasonable for the customer.

1.7 genua may commission subcontractors with the performance of services.

#### **2. Troubleshooting**

2.1 genua warrants that the contractually agreed quality of the software will be maintained during the term of the agreement, as well as that the rights of third parties shall not conflict with the contractually agreed use of the software. The licensor will remove any material defects and defects in title of the software in due time.

2.2 The customer is obliged to report the defects to genua in writing immediately after discovery. In the event of material defects, such report shall include a description of the time of occurrence of the defects and the detailed circumstances thereof.

#### **3. Service hours**

genua shall perform the services during the following service hours:

Monday to Friday 9 a.m. to 5 p.m. with the exception of the national holidays of the federal states Saxony and Bavaria.