

Partner agreement
Security Devices for POS Systems on the German Market
DE

No.:

concluded between

hereinafter referred to as 'business partner'

and

A-Trust

Gesellschaft für Sicherheitssysteme

im elektronischen Datenverkehr Deutschland GmbH

Am Nordpark 1 & 3; 41069 Mönchengladbach

(nachfolgend ‚A-Trust‘)

(hereinafter ‚A-Trust‘)

Wir haben in diesem Dokument zur besseren Lesbarkeit auf geschlechtsneutrale Formulierungen verzichtet und bitten dafür um Verständnis.

1. Preamble

A-Trust is a qualified trust service provider and intends to develop security devices (TSE) for POS systems for the German market. The business partner is a cash register manufacturer and intends to implement A-Trust TSEs in its products.

2. Subject of the agreement

a) Support for the integration

A-Trust provides documented libraries, code examples and interfaces as far as available free of charge on its website for the purpose of integrating TSEs into the software of POS systems. General questions are answered publicly in the FAQs. Business partners with a valid partner contract are entitled to receive direct support from A-Trust developers at a reduced cost of € 100/hour (excluding VAT). Inquiries shall be sent to A-Trust via the RK-Ticket Tool at www.a-trust.at/rksupport/tickets stating the partner number. For this purpose, A-Trust will provide log-in data for the RK Ticket Tool to the business partner via email. Inquiries will be answered by A-Trust Support according to the order of their arrival. The invoicing is based on the actual time spent on the respective inquiry. The smallest billable unit is 15 minutes.

b) Training

If A-Trust holds workshops on the subject of 'TSEs for POS systems in Germany', the business partner is entitled to participate in such workshops for a fee, provided that workshop slots are available at the time of registration.

c) Publication of the partner list

A-Trust will provide contact details of the business partner on its relevant web presence.

d) Access to the partner webshop

A-Trust enables the business partner to access the partner webshop. In this shop, if available, cash register products can be purchased under agreement of the relevant general terms and conditions for the purpose of integration into the partner's cash register systems. The login to the partner webshop is effected with the RK Ticket Tool log-in data. The log-in data shall be kept secret and may not be passed on to third parties.

3. Contract conclusion, duration of the contract, termination

This Agreement shall enter into force upon signature by both parties and shall be concluded for an indefinite period. Ordinary termination is permissible for both parties at any time without observing a notice period. The termination must be effected in writing (email is sufficient).

4. Liability

The parties shall be liable for damages caused intentionally or by gross negligence. Liability due to slight negligence is excluded for both contracting parties.

5. Applicable law, place of jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Austria to the exclusion of its conflict of laws rules. For all disputes arising directly or indirectly from the contract, it is agreed that the courts of Vienna shall have jurisdiction.

_____, the _____

Place

A-Trust

Business partner

(corporate signature, name in block capitals)

Please send the partner contract to vertrieb@a-trust.at after corporate signing.

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