

1. AREA OF APPLICABILITY / DEFINITIONS / OTHER TERMS AND CONDITIONS OF BUSINESS

1.1 These general terms and conditions of use for Device Apps - hereinafter "**General Terms and Conditions of Business for Device Apps**" of INSYS MICROELECTRONICS GmbH headquartered in Regensburg - hereinafter "**INSYS**" - shall apply to all contracts under which INSYS provides its commercial contracting partners - hereinafter "**User**" - with software programs and/or applications and any associated supporting material - hereinafter referred to in summarised form as "**Device Apps**" for use on devices (for example routers or gateways) of the user - hereinafter referred to as "**devices**".

1.2 These general terms and conditions for Device Apps, as well as any other terms and conditions of business of INSYS shall apply exclusively in relation to the provision of Device Apps by INSYS and their use by the User, provided that these are agreed with the User.

1.3 Terms and conditions of business of the User shall not become part of the contract, even if INSYS does not expressly object to their inclusion. Should the User not be in agreement with the above, they must immediately inform INSYS of this position.

The separate reference to general terms and conditions of business of the User is hereby being expressly objected to.

2. SCOPE AND LIMITS OF THE RIGHT OF USE / TERMINATION OF USE

2.1 Unless otherwise expressly agreed, the User shall receive a simple, non-exclusive right to use the Device App which forms the subject matter of the contract for its proper use on suitable devices of the User for this purpose.

2.2 For test licences, the right of use is hereby being granted as a temporary device licence or else, unless expressly agreed otherwise, a permanent device licence (right of use for the agreed number of devices).

Should the Device App contain functions which are subject to an additional licence obligation, the right of use shall only include those additional functions which the User has expressly purchased from INSYS or the respective provider (for example authorised partner of INSYS). Otherwise, the right of use shall only apply to the basic functions of the Device App concerned.

2.3 Unless expressly permitted under mandatory statutory regulations, the User shall be prohibited from any translation, decompiling, disassembly, descrambling or any other processing of the Device App.

2.4 All trademark and copyright notices on or in the Device App must be left unchanged.

2.5 The rights of use granted under these general terms and conditions of business for Device Apps are limited to the object code of the Device App. No claim to the source code shall exist.

2.6 Should the User have been granted a temporary right of use, on its expiry the User must immediately suspend the use of the Device App concerned and fully delete this from their devices.

3. PROOF OF USE / INFORMATION REQUEST / USAGE CHECK

3.1 Following a request by INSYS, the User shall immediately provide information to a reasonable extent as to whether the Device Apps are being used in compliance with the contract. The said notification must contain all necessary information for checking (for example type and number of the devices).

3.2 The User shall grant INSYS access to their records and systems in this respect to a reasonable extent for the purpose of checking that the use is in compliance with the contract. All information received in this context shall be treated confidentially by INSYS and shall only be made accessible to third parties to the extent that this is absolutely necessary

to safeguard the rights of INSYS.

3.3 INSYS shall be entitled to integrate reasonable technical measures in the Device Apps in order to check that these are being used in compliance with the contract.

4. AUTOMATED SETTINGS / DATA BACKUP

4.1 Device Apps and/or scripts or configurations delivered with the Device Apps by INSYS will, if need be, carry out automated settings to the device concerned (for example in order to enable this to be set up easily).

4.2 Such settings are listed in the documentation of the respective device and are prepared for a number of customary device constellations. However, INSYS cannot create every conceivable device constellation and therefore cannot accept any responsibility that the settings are suitable for the device of the User.

4.3 The User is hereby being advised to carry out a full back up of the settings, data and any software components already contained on the device (including any Device Apps which are already installed on it) prior to installing a Device App.

5. PROPERTIES OF THE DEVICE APP / REQUIREMENTS / OBLIGATIONS OF THE USER

5.1 Statements of INSYS concerning the Device App shall not represent guaranteed properties, unless INSYS provides an express guarantee that certain statements relate to a property.

5.2 The following requirements must be complied with by the User so that the Device App can function correctly:

- The configuration of the device and the installed Device Apps must be checked by the User and must be compatible.
- The User must correctly install the relevant time settings on the devices (date and time).
- So that the device and Device Apps can function in an optimal manner, no more than one Device App should be stored on a single device, unless the Device App concerned are expressly authorised by INSYS for such multiple use on a single device.

6. ADDITIONAL FUNCTIONS / THIRD PARTY COMPONENTS

6.1 For the use of the full functional scope of the respective Device App, it may be necessary to purchase additional products or services from INSYS and/or from third parties.

6.2 Deviating terms and conditions may apply to the use of such products and/or services (for example terms and conditions of use or licence terms). In addition, the use of such products and/or services may be dependent on the User accepting such deviating terms and conditions.

6.3 Unless otherwise expressly provided, the use of the said products and/or services by the User shall imply the acceptance of the terms and conditions which apply here, provided that the User has (i) been informed of the said terms and conditions and (ii) has been provided with the opportunity to study these terms and conditions prior to using the said service(s).

6.4 In case of doubt, terms and conditions of the respective third party which have been accepted by the User shall take priority over these general terms and conditions of business for Device Apps in relation to the respective product and/or respective service.

7. WARRANTY IN CASE OF DEFECTS

7.1 The statutory liability for defects shall apply with the following provisions:

7.2 Unless expressly agreed otherwise, INSYS does not provide any guarantee concerning the compatibility of the Device Apps with other components.

7.3 INSYS is not responsible for problems of the User in connection with the reciprocal influencing of settings of the devices and the Device Apps and/or various installed Device

- Apps (for example access to IOs, interfaces, firewall rules).
- 7.4 INSYS shall only pay damages, as well as the reimbursement of futile expenses, in connection with a defect in accordance with Number 8
- 7.5 Should the right of use in relation to a Device App be granted without a time limit, claims under the statutory liability for defects shall be time barred following the expiry of 12 months after the handover of the Device App concerned, except in cases of intent (including fraud).
8. **LIABILITY AND LIMITATION OF LIABILITY**
- 8.1 Within the area of applicability of the German Telecommunications Act (TKG), the liability of INSYS is limited as follows in accordance with § 44a TKG:
- Should an obligation to provide compensation in respect of a financial loss to an end user exist on the part of INSYS as a provider of publicly accessible telecommunications services and should this not relate to intent, the liability is limited to a maximum of 12,500.00 EUR per end user. Should the compensation obligation exist due to a unified act or an event which causes a unified loss in relation to more than one end user and should this not be due to intent, the obligation to provide compensation shall be limited to a maximum of 10 million EUR, regardless of the limit in Sentence 1. Should the compensation which must be paid to more than one claimant due to the same event exceed the maximum threshold, the compensation shall be shortened by the relationship of the sum to all damages claims.
 - The limitation of liability in accordance with Number 8.1 Letter a) does not apply to the reimbursement losses which are incurred to delay in the payment of compensation.
- 8.2 Should the liability of INSYS not be limited in accordance with § 44a TKG its liability shall be determined in accordance with the following provisions:
- INSYS shall only incur liability if it is at fault and for fault on the part of its legal representatives, management employees and other vicarious agents and this shall be in accordance with the following regulations.
 - For losses which are caused intentionally or gross negligently by INSYS, its legal representatives, management employees or other vicarious agents, INSYS shall incur unlimited liability.
 - In case of a simply negligent breach of an obligation on whose compliance the User may rely and whose fulfilment is necessary for the proper performance of the contract (so-called cardinal obligation), the liability of INSYS shall be limited to such losses whose occurrence must be considered typical within the framework of the service relationship at hand (so-called foreseeable losses which are typical of the contract). Otherwise the liability for losses which are caused by simple negligence shall be excluded.
 - In the cases of liability of INSYS in accordance with Number 8.2 Letter c), the liability of INSYS within the framework of the respective contractual relationship shall be limited to a total sum of 100,000.00 EUR and to a total of 250,000.00 EUR per contractual year.
INSYS is of the opinion that the said amounts are sufficient to fully cover the loss which is foreseeable and typical of the contract in case of a loss event. Should the said limitation of liability be considered insufficient to consider the loss which is typical of the contract and foreseeable by the User, the User must inform INSYS of such, so that INSYS can take out insurance against a possible increased risk of liability.
 - The liability for data losses shall be limited to the cost of restoration in the course of normal data backups (daily backup on the part of the User), unless data backup by INSYS is expressly agreed.
- 8.3 The liability for fraud, personal injury and liability in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by the provisions above.
9. **DURATION IN CASE OF TEMPORARY HANDOVER**
- 9.1 Should the user have been granted a temporary right of use in relation to a Device App (for example test licences), the period of use shall commence at the time of activation of the licence by INSYS and shall run for the duration of the agreed period of use from this time.
In the absence of an agreement to the contrary, a period of use of 30 calendar days shall be deemed to be agreed in the case of test licences.
- 9.2 In case of temporary use, the use of the Device App can be terminated by both parties in compliance with a period of notice of 30 calendar days to the end of the month.
The right of both Parties to terminate this contract without notice for important reasons shall remain unaffected. In particular, an important reason shall be present for INSYS if the User enters payment default for at least 30 calendar days.
10. **CLOSING PROVISIONS**
- 10.1 Amendments and additions to the contractual relationship shall require written form. This shall also apply to annulment of this clause.
- 10.2 The exclusive place of jurisdiction for all disputes under or in connection with the contract shall be the place of business of INSYS.
However, INSYS shall be entitled to bring a lawsuit at the competent court of the Customer.
- 10.3 The Parties hereby agree the applicability of the law of the Federal Republic of Germany to the exclusion of the United Nations Convention governing the International Sale of Goods in respect of all legal relationships under the contractual relationship.