

INTRODUCTION, SCOPE OF APPLICABILITY AND DEFINITIONS

These General Terms and Conditions for the Use of Online Services consist of the general terms and conditions, Part A, as well as the special terms and conditions for individual services, Part B. Both parts are hereinafter collectively referred to as "**T&C Online Services**". The provisions of Part A shall apply, unless differing provisions have been agreed upon in Part B.

The T&C Online Services apply to the provision of software and/or services via the internet or otherwise via telecommunication lines by INSYS MICROELECTRONICS GmbH with headquarters in Regensburg - hereinafter referred to as "**INSYS**" -, and for the use of these software and/or services - hereinafter collectively referred to as "**Services**" - for a limited period by the contracting partner - hereinafter referred to as "**User**".

The Services can be provided partly or completely via the central Web platform of INSYS, "**INSYS icom | PORTAL**", which is accessible via the Internet. The present T&C Online Services apply also to the use of the INSYS icom | PORTAL by the User.

PART A - GENERAL TERMS AND CONDITIONS

1. PERSONAL SCOPE OF APPLICATION: NO OFFER TO CONSUMERS

- 1.1 The Service offer of INSYS is directed exclusively at entrepreneurs, i.e., natural persons, legal entities or business partnerships having legal capacity, insofar as they are exercising their commercial or independent professional activity when concluding a legal transaction.
- 1.2 Consumers are not entitled to the purchase nor use of said Services.

2. CHANGES TO THE T&C ONLINE SERVICES

- 2.1 INSYS shall be entitled to amend the T&C Online Services with effect also within the existing contractual relationship in compliance with the procedure below, provided that
 - a) essential provisions of the contractual relationship are not changed to the detriment of the User and
 - b) provided that the relationship of performance and consideration is not significantly postponed in a manner disadvantageous to the User.
- 2.2 INSYS shall inform the User about the changes in the T&C Online Services in writing, by email and/or within the INSYS icom | PORTAL, at least 6 weeks before the planned changes come into effect. The User may object to the changes in writing or by email within 6 weeks upon receipt of the notification. Should no objection be received, and should the User continue to use the contractual services following the expiry of the deadline for raising an objection, the changes shall be deemed to have been effectively agreed for all Services used as well as for the continued use of the INSYS icom | PORTAL after the expiry of the deadline.
- 2.3 At the time of notification of the changes, INSYS shall inform the User of the above-mentioned deadline, as well as of the legal consequences of its lapsing, if the right to raise an objection is not exercised.

3. ACCESS TO THE SERVICES; REGISTRATION; RESPONSIBILITY FOR THE ACCESS DATA

- 3.1 Access to the Services and their use are possible, in principle, only after log in of the user - usually on the INSYS icom | PORTAL - by entering the access data. A registration is required before the first login on the INSYS icom | PORTAL.
- 3.2 If the User is a legal entity, then the registration and the login thereafter must take place only through those employees of the User, who have been authorised by the User for this task and insofar as they are authorised to use the services with effect for and against the User.

- 3.3 The contact details and other information requested during the registration process must be entered completely and correctly by the User. If any information is marked as voluntary, answering them is at discretion of the User. However, if voluntary information is provided, it must also be correct.

In the course of the registration process, a user name and a password must also be specified. It is the responsibility of the User to ensure that the user name does not infringe on the rights of third parties, particularly, any name or trademark rights and are not contra bonos mores.

Once registration has been completed, INSYS shall check the information and decide about the activation of the access to the User. INSYS shall be entitled to refuse the activation without stating reasons. In this case, INSYS shall inform the User about the refusal. Otherwise, INSYS shall activate access for the User and inform the User about this.

- 3.4 The User shall be obliged to keep the User's access data confidential and not to provide access to unauthorised third parties, as well as ensure that the Services are accessed exclusively by the User or the employees authorised for this by the User.

The User is liable for any use and/or other activity carried out using the access data of the User.

- 3.5 If there is reason to suggest that unauthorised third parties have become or will become aware of the access data, the User shall inform INSYS without undue delay.

4. USE OF SERVICES; PROHIBITIONS OF USE

- 4.1 The authorisation of the User pursuant to these T&C Online Services shall be limited to the access to the Services and their use for intra-company purposes during the contractual term and in accordance with the provisions of the T&C Online Services.

The right of use granted above includes the right to use the INSYS icom | PORTAL, so far as this is necessary for using the Services in accordance with the contract.

- 4.2 Any opening of access to the Services for resellers or other third parties as well as any passing on of and/or provision of Services or individual functions thereof, in any other way, to or for third parties, is not permitted to the User, unless otherwise agreed explicitly and in writing by the Parties.
- 4.3 The User shall be responsible for ensuring that the use of the Services by him or her and/or the employees authorised by him or her does not breach applicable laws, nor does it take place in an abusive manner otherwise.

5. TERMS AND CONDITIONS OF USE - THIRD PARTIES

- 5.1 In respect of the use of such services which are provided by INSYS through third parties (for example, online services of third parties), it may be the case that deviating terms and conditions of the respective third party (for example, terms and conditions of use or licensing terms) apply. In addition, the use of third party services may be made dependent on the acceptance of such terms and conditions by the User.
- 5.2 Unless otherwise expressly provided, the use of the respective third party service(s) by the User shall mean his or her acceptance of the terms and conditions which apply in this respect, provided that the User was (i) informed of the said terms and conditions and (ii) was given the opportunity to study these prior to the use of the respective service(s).
- 5.3 Terms and conditions of the respective third party which have been accepted by the User shall take precedence over these T&C Online Services in case of doubt in respect of the third party service concerned.

6. AVAILABILITY OF INSYS icom | PORTAL AND THE SERVICES

6.1 So far as the User is

a) allowed to use the INSYS icom | PORTAL free of charge and/or

b) provided the Services free of charge,

the User shall not be entitled to continuous availability of the INSYS icom | PORTAL and the Services that are usable free of charge. In particular, INSYS may at any time restrict or block access to the INSYS icom | PORTAL and/or the services that are usable free of charge due to

a) an acute threat to its data, hardware and/or software infrastructure, or that of its customers through external threats (for example, viruses, port hacking, Trojan attacks), or due to

b) a significant threat to the security of network operation or network integrity.

6.2 In respect of Services subject to charge - hereinafter referred to as "**Chargeable Services**" -, unless not expressly agreed otherwise between the Parties, INSYS warrants 99.0% availability of such Services when viewed over a 12-month period.

Not considered as non-availability periods, in this case, are individual failures as well as impairments in the availability of the Chargeable Services during the regular maintenance windows and/or during maintenance, installation or conversion work coordinated with the User, as well as shut-downs or decommissioning planned and coordinated with the User.

The regular maintenance windows shall be between 8:00 pm and 6:00 am, Monday to Friday, and on weekends and holidays.

Not considered as non-availability periods are also periods in which the Chargeable Services are unavailable or their availability is restricted due to technical or other circumstances which are not within the sphere of influence of INSYS (for example, force majeure, faults in the telecommunication lines, fault of third parties).

Not considered as non-availability periods are also periods in which INSYS restricts the access to the Chargeable Services temporarily due to

a) an acute threat to its data, hardware and/or software infrastructure, or that of its customers through external threats (for example, viruses, port hacking, Trojan attacks), or due to

b) a significant threat to the security of network operation or network integrity.

In such a decision, INSYS shall take due care of the legitimate interests of its customers as far as possible, and INSYS shall make every reasonable effort to lift the access restriction as quickly as possible.

6.3 The responsibility of INSYS for the components used shall end at the data interfaces of the data centre of INSYS or its subcontractors with the public data networks, unless otherwise expressly agreed.

7. BLOCKING OF ACCESS TO INSYS icom | PORTAL AND THE SERVICES

7.1 INSYS shall be entitled to temporarily or permanently block the access of the User to the INSYS icom | PORTAL and/or the Services if and for as long as there are specific indications that the User (including his or her authorised employees) is materially contravening these T&C Online Services, any other agreements with INSYS and/or applicable law.

When deciding to block a User and specifying the duration of the blocking, INSYS shall take into account in a reasonable manner, the severity of the breach and the legitimate interests of the User.

7.2 INSYS shall be entitled to temporarily block the User's ac-

cess to Chargeable Services, if and as long as the user is in arrears with the payment of the due fees.

7.3 In case of a temporary blocking in accordance with the above paragraph 7.1 or 7.2, the User shall remain obliged to pay the agreed fees. Once the reason for blocking ceases to exist, INSYS shall again activate the User's access within a reasonable period of time. In case of a permanent blocking pursuant to section 7.1, the User shall not be entitled to a refund of fees which have already been paid.

8. CHANGE IN SERVICES

8.1 The content, scope and functions of the Services may change during the course of the use, especially as part of the usual product development by INSYS.

8.2 The User shall have no right to retain free-of-charge services in the form known to him or her.

8.3 INSYS shall inform the User in writing, by e-mail and/or within the INSYS icom | PORTAL, as soon as possible and before the planned entry into force of the changes if these changes, according to the reasonable discretion of INSYS, have a significant impact on the use of the Chargeable Services by the User.

Should it be unreasonable to expect the User to accept the changes, the User may object to the changes in writing within 30 calendar days from receipt of the above-mentioned notice. Should no objection be received and should the User continue to use the (changed, as the case may be) Chargeable Services following the expiry of the deadline for raising an objection, the changes shall be deemed to have been effectively agreed following the expiry of the deadline.

If the User objects to the changes and INSYS is unable to or cannot be reasonably expected to provide the Chargeable Services in unchanged form (for example, because a change needs to be made for security reasons), INSYS shall be entitled to immediately terminate the provision of the relevant Services.

9. FEES AND PAYMENT MODALITIES

9.1 The User shall pay INSYS the agreed fees for providing the Chargeable Services.

9.2 All fees are exclusive of the applicable statutory value added tax.

9.3 If the provision of the Services has been agreed for an indefinite term, the fees shall be invoiced in advance at the beginning of the agreed accounting period. Unless otherwise agreed, each accounting period is 12 months.

9.4 If the provision of the Services has been agreed for a fixed term ("total term"), the fees shall be invoiced in advance for the total term.

9.5 All the amounts invoiced shall be payable upon receipt of the respective invoice by the User and shall be paid without deduction within 14 calendar days of receipt of the invoice.

10. SET OFF AND RETENTION

10.1 The User may only set off against claims of INSYS with such counterclaims which have been recognised by a court or which are undisputed.

10.2 Rights of retention of the User shall only be permitted if these concern claims which relate to the same contractual relationship.

11. LIABILITY AND LIMITATION OF LIABILITY

11.1 Within the area of applicability of the German Telecommunications Act (TKG), the liability of INSYS is limited as follows in accordance with § 44a TKG:

- a) 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.
- b) The limitation of liability in accordance with section 11.1 Letter a) does not apply to the reimbursement losses which are incurred due to the delay in the payment of compensation.

11.2 Should the liability of INSYS not be limited in accordance with § 44a TKG its liability shall be determined in accordance with the following provisions:

- a) INSYS shall only incur liability of its own fault and for any fault on the part of its legal representatives, executive employees and other vicarious agents ("Erfüllungsgehilfen") and this shall be in accordance with the following regulations.
- b) INSYS shall only be liable for damage caused to the User due to free of charge usage of the Services if the damage is caused as a result of the use of these Services in accordance with the agreement, and only in cases of wilful intent (including fraudulent intent) or gross negligence on the part of INSYS or its legal representatives, executive employees or other vicarious agents.
- c) In the context of the use of Chargeable Services, INSYS shall be liable without limitation for wilful intent and gross negligence, including those of its legal representatives, executive employees and other vicarious agents.

In case of a slight negligent breach of an obligation on whose compliance the User may rely and whose fulfillment constitutes a prerequisite for the proper performance of the agreement (so-called cardinal obligation, "Kardinalpflicht"), the liability of INSYS is limited to such damage that is typically to be expected within the framework of the present service relationship (so-called contract-typical foreseeable damage). Otherwise any liability for damage caused by slight negligence shall be excluded.

In the cases of liability of INSYS in accordance with the above paragraph, the liability of INSYS under the respective contractual relationship is additionally limited to a total sum of 100,000.00 EUR and to a total of 250,000.00 EUR per contract year.

INSYS expects that the said amounts are sufficient to fully cover the respective contract-typical foreseeable damage. Should the User believe this liability limitation is insufficient to cover the contract-typical foreseeable damage, the User must inform INSYS of such, so that INSYS can take out insurance against a possible increased risk of liability.

- d) 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.

- e) The strict liability of INSYS in accordance with § 536a of the German Civil Code (BGB) in respect of defects present at the time of conclusion of the contract is excluded. section 11.2 Letters b), c) para. 1 and d) remain unaffected.

11.3 The liability for fraudulent intent, personal injury and liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by the provisions above.

12. FORCE MAJEURE

Events for which INSYS, its legal representatives and vicarious agents are not responsible ("force majeure"), in particular technical events outside of the area of influence of INSYS for which it is not responsible, power cuts or other comparable technical hindrances and their consequences shall release INSYS for the duration of their presence from the requirement to fulfil the performance obligation assumed under the contractual agreement which has become more difficult or impossible due to the said events.

13. CONFIDENTIALITY; DATA PROTECTION AND DATA SECURITY

13.1 The Parties shall be obliged to treat confidentially all operational and business secrets and the technical and organisational information of which they become aware within the framework of the performance of the agreement - hereinafter summarised as "**Confidential Information**". Information which is generally published by the Party it relates to or which is general knowledge is not Confidential Information.

13.2 Each Party shall be solely responsible for compliance with the provisions under data protection laws which apply to them in their area of responsibility.

13.3 So far as INSYS performs a commissioned data processing within the meaning of § 11 BDSG (Federal Data Protection Act) (or the relevant provision of the applicable Federal State Data Protection Act) for the User, the Parties shall conclude an agreement on commissioned data processing.

13.4 INSYS shall be entitled to record, save and process the personal data of the User notified to it in connection with the business relationship or of which it becomes aware within the framework of the provision of Services in compliance with the applicable laws concerning data protection, provided that this is necessary for the provision of the Services or performance of the business relationship and is not prohibited by law.

13.5 INSYS shall take reasonable measures in its area of responsibility in order to comply with the applicable regulations under data protection laws.

13.6 Should INSYS make use of third-party services in order to provide the Services, INSYS shall be entitled to disclose Confidential Information and data of the User to the said third parties, provided that this is absolutely necessary for the provision of the Services in accordance with the agreement and is not prohibited by law. INSYS shall impose an obligation on the said third parties to handle Confidential Information and User data confidentially.

13.7 Furthermore, INSYS shall be entitled to disclose Confidential Information and User data should it be obliged to do so due to statutory provisions or orders of the authorities or else should this concern third parties who are obliged to maintain professional secrecy.

14. TERM AND TERMINATION; TERMINATION OF USE

14.1 Unless otherwise agreed, the provision of the agreed Chargeable Services as well as the right of the User to use them shall commence upon their activation by INSYS upon completion of the necessary preparatory work.

14.2 Unless a fixed term ("total term") has been agreed upon, the provision and use of the Services shall continue for an indefinite period, applying a minimum term of twelve months.

- 14.3 The provision and use of services which can be used free of charge can be terminated by either Party without any notice period.
- 14.4 If a fixed term ("total term") has been agreed upon for the provision of Chargeable Services, the provision and the right to use shall terminate at the end of this total term without the need for a notice of termination.
If no total term has been agreed, the provision and use of Chargeable Services may be terminated by either Party subject to a period of notice of thirty calendar days at the end of the month, earliest though on expiry of any minimum term applicable.
- 14.5 The right of both Parties to terminate this agreement 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.
- 14.6 If the User uses the Services opened by INSYS as part of a test access for its own internal testing purposes - hereinafter referred to as "**test use**" - the period of the test use shall begin with the activation of the test access by INSYS and shall hereafter amount to 30 calendar days - hereinafter referred to as "**test duration**".
At the end of the test duration, the test use shall end without the need for a notice of termination.
- 14.7 The right of the User to use the respective Services shall terminate with the termination of the Services, with the expiry of the total term (see section 14.4) and/or with the end of the test duration (see section 14.6), and INSYS shall be entitled to block the access of the User to the Services and - to an appropriate extent - to the INSYS icom | PORTAL.
INSYS shall furthermore be entitled to delete all data related to the relevant Services and the User's data affected by the termination after the expiry of 30 calendar days from the date on which termination of the Services takes effect, after the expiry of the total term, or after the expiry of the test duration, provided there are no mandatory statutory provisions to the contrary.
15. **FINAL PROVISIONS**
- 15.1 Only the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention governing the International Sale of Goods, shall apply to all legal relationships between INSYS and the User.
- 15.2 The exclusive place of jurisdiction for all disputes under or in connection with the agreement shall be the place of business of INSYS. However INSYS shall be entitled to bring a lawsuit at the competent court of the User.
- 15.3 The place of performance of the agreement for both Parties is the headquarters of INSYS.

PART B - SPECIAL TERMS AND CONDITIONS FOR INDIVIDUAL SERVICES

PART B.1 - SPECIAL TERMS AND CONDITIONS FOR THE INSYS CONNECTIVITY SERVICE

16. **AREA OF APPLICABILITY OF THE PROVISIONS OF PART B.1**
The provisions of Part B.1 apply only to
- the provision of the INSYS Connectivity Service by INSYS and
 - to its use by the User for a limited period, and for this purpose, take precedence over the other provisions of these T&C Online Services.
17. **SCOPE OF APPLICATION OF THE INSYS CONNECTIVITY SERVICE; INTENDED PURPOSE**
The INSYS Connectivity Service is a VPN service for net-

working of M2M applications. Routers and other devices can be reached, directly accessed and administered over several networks. The INSYS Connectivity Service thus offers a central access point for remote maintenance.

18. **SCOPE OF THE RIGHT OF USE; PROHIBITIONS OF USE**
- 18.1 The INSYS Connectivity Service may only be used by the User for the purposes of remote maintenance within the scope of the intended purpose specified in section 17.
- 18.2 Any other use of the INSYS Connectivity Service is not permitted to the User. In particular, the following actions are prohibited:
- The transmission of contents which breach good customs and/or which are illegal (such as racist, violent, obscene, insulting or defamatory contents)
 - The transmission of contents which breach laws concerning the protection of young people, data protection laws or criminal laws
 - The transmission of contents which are legally protected or which are subject to third party rights (such as copyright), without being expressly and verifiably authorised to do so
 - Offering, providing and/or handing over the INSYS Connectivity Service or parts thereof to third parties for commercial purposes without the express written permission of INSYS
 - The creation of connections with the purpose of receiving payments and/or other consideration of third parties to the Customer.
- 18.3 In addition, the use of the INSYS Connectivity Service for carrying out the following actions is prohibited:
- Internet access
 - Unauthorised spying and/or intrusion into third party computer systems
 - Endangering, interrupting and/or other hindrance of the network operation or the provision of services by INSYS for other end users and/ external computer (for example through the mass sending and/or forwarding on of data streams)
19. **RESPONSIBILITY OF THE USER FOR FIRMWARE UPDATES**
- 19.1 An important prerequisite for the proper functioning of the INSYS Connectivity Service in accordance with the agreement is the updating of the firmware of all devices of the User that are connected to the INSYS Connectivity Service.
- 19.2 It is the responsibility of the User to download and run, without delay, all the firmware updates recommended by INSYS on to his or her devices.

PART B.2 - SPECIAL TERMS AND CONDITIONS FOR M2M MOBILE COMMUNICATION SERVICES

20. **APPLICABILITY OF THE TERMS AND CONDITIONS FOR M2M MOBILE COMMUNICATION SERVICES**
- 20.1 So far as INSYS provides mobile phone services for data transmission between systems and/or machines (M2M) for use by the User, only the **General Terms and Conditions of Business of INSYS MICROELECTRONICS GmbH for M2M Mobile Communication Services** shall apply to these mobile services.
- 20.2 The current version of these general terms and conditions of business can be viewed as PDF and downloaded from <https://www.insys-icom.de/icom/de/impressum> under the link "General Terms and Conditions of Business for M2M Mobile Phone Services". You can also request INSYS for it in writing or by email.

PART B.3 - SPECIAL TERMS AND CONDITIONS FOR SOFTWARE PRODUCTS

21. AREA OF APPLICABILITY OF THE PROVISIONS OF PART B.3

The provisions of Part B.3 shall apply only if INSYS hands over and/or provides to the User computer programs - hereinafter referred to collectively as "**Software**" - and in such cases, take precedence over the other provisions of these T&C Online Services.

22. SCOPE AND LIMITS OF THE RIGHT OF USE; USAGE VERIFICATION

22.1 Unless otherwise agreed, the User shall be granted a simple, non-exclusive and non-transferable right to use the Software for internal business purposes.

22.2 Unless otherwise agreed, the right of use shall be granted for a limited time period as a device licence (right of use for the agreed number of devices).

22.3 The Software may contain technical means for verifying the use of the Software in accordance with the agreement and/or for prevention of unauthorised use.

23. APPLICABILITY OF ANY OTHER TERMS AND CONDITIONS OF USE

23.1 For certain software products, terms and conditions for use deviating from these T&C Online Services may apply, in particular with respect to the scope and limits of the right of use. This may apply to software products of INSYS as well as to software products of third-party providers, which the User purchases through INSYS.

INSYS shall notify the User of such deviating terms and conditions of use as part of the handover and/or provision of the relevant Software. It is the responsibility of the User to inform himself/herself about the respective terms and conditions of use and to observe them. When in doubt, the User has to contact the manufacturer (INSYS or the respective third-party provider).

For the use of the Software in question, the related terms and conditions of use shall primarily apply, having precedence over the T&C Online Services.

23.2 Insofar as the User is handed over or provided software products of a third-party provider by INSYS, which are not covered by the rights of use granted to the User (e.g. separate open source components), the User may use these software products only on the basis of a separate license, for the procurement of which the User himself or herself shall be responsible.

PART B.4 - SPECIAL TERMS AND CONDITIONS FOR THE INSYS CUMULOCITY CLOUD SERVICE

24. AREA OF APPLICABILITY OF THE PROVISIONS OF PART B.4

The provisions of Part B.4 apply only to

c) the provision of the Cumulocity Cloud Service by INSYS and

d) to its use by the User for a limited period,

and for this purpose, take precedence over the other provisions of these T&C Online Services.

25. LIMITED RESPONSIBILITY AND LIABILITY OF INSYS

25.1 The Cumulocity Cloud Service of INSYS utilizes to a major extent deliveries, services and IT components of Cumulocity GmbH, headquartered in Düsseldorf. INSYS has no influence over the said deliveries, services and components and cannot, as a result, assume any responsibility or liability for the flawless function of such.

25.2 The restriction concerning responsibility and liability above does not apply to such services and components which fully originate from INSYS (for example the "Cloud Control" Cumulocity plug-in).

26. SUPPORT AND NOTIFICATIONS

Any functional errors, non-availability and/or other disruptions to the Cumulocity Cloud Service must be reported to INSYS immediately in writing or by email, at the latest within two working days of their occurrence.