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This is only a translation of the German version – The German version is always leading.

General Terms and Conditions (GTC) Mobile Communications M2M of coneckt GmbH

§ 1 Subject matter and validity of these General Terms and Conditions of Business

(1) These General Terms and Conditions ("GTC") govern the contractual relationship between coneckt GmbH, Echterdinger Straße 57, 70794 Filderstadt, Federal Republic of Germany (hereinafter referred to as "coneckt" or "we") and the customer (hereinafter referred to as "Customer", "End User" or "you") concerning the use of machine-to-machine telecommunication services of coneckt (hereinafter referred to as "M2M Telecommunication Services") by the Customer.

(2) coneckt shall provide its M2M services exclusively for companies in accordance with the provisions of Section 14 of the German Civil Code (BGB). An company is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity. The offers and services of coneckt are not intended for consumers within the meaning of § 13 BGB.

(3) M2M Telecommunication Services consist in particular of the following components (i) provision of one or more M2M platforms enabling the management of individual orders, framework agreements, SIM cards, eSIMs as well as application and/or customer data by the Customer and/or (ii) sale of SIM cards and/or eSIMs, (iii) data communication and connections (via mobile network(s) and VPN) between M2M Devices and an addressed destination (Customer VPN, server or M2M platform). All rights including the granting of simple, non-exclusive, non-transferable, non-sublicensable, limited rights of use for software installed by coneckt on the SIM card and/or programming carried out on eSIMs shall be held by coneckt. Due to technical changes, coneckt shall be entitled to exchange the SIM card(s) for a replacement card in each case and to reprogram eSIMs. The customer shall be obliged to cooperate to a reasonable extent in the replacement.

(4) These GTC apply in addition to an individual order and/or a framework agreement if reference is made to these GTC there.

(5) The customer's general terms and conditions shall not apply, even if coneckt does not expressly object to the inclusion of the customer's general terms and conditions.

§ 2 Subject matter of the contract, conclusion of the contract with the customer

(1) M2M telecommunication services shall be agreed between the parties by way of individual orders, if necessary with reference to a separate (framework) contract. These General Terms and Conditions, the provisions made in the service descriptions and price lists, the respective individual order and, if applicable, a separate framework agreement as



well as other agreements made between the parties are hereinafter collectively referred to in simplified form as the "contract".

(2) The contractual services shall be provided by coneakt in accordance with the following provisions

- (i) mandatory statutory provisions,
- (ii) the provisions made in the framework agreement
- (iii) the provisions made in the individual contract; and
- (iv) the provisions of these GTC.

(3) Subject to a separate provision, the contract shall come into effect upon receipt of an order confirmation, but no later than upon provision of the service (activation of the (e)SIM card to be acquired by the customer or programming of the SIM cards embedded in the customer's terminal equipment (eSIM) for the use of the services which are the subject matter of the contract) by coneakt.

§ 3 Services provided by coneakt

(1) Within the scope of the existing technical and operational possibilities, coneakt shall enable the Customer to use mobile radio connections with which, in addition to mobile radio data connections, other M2M telecommunication services (such as SMS and voice) can also be used, provided and to the extent that these are actually and lawfully made available to coneakt by the respective local network operator. For this purpose, coneakt shall allocate mobile telephone numbers to the customer. coneakt points out that the network operator in the country in which the Customer accesses and/or uses the contractual services is responsible for the proper provision of the service.

(2) coneakt shall always provide the contractual services within the scope of the available network coverage, capacity and availability. These are dependent on numerous external factors. Temporary disruptions or interruptions of the services may occur due to weather conditions, geographical conditions, radio-technical disruptions, technical changes to coneakt's facilities and other measures required for the proper provision of the services, or for reasons of force majeure, including strikes, pandemics, lockouts and official directives, etc. This shall apply accordingly to disruptions of telecommunications systems. This shall apply mutatis mutandis to disruptions of telecommunication systems of third parties used by coneakt for the provision of the Services. coneakt gives no guarantee or assurance whatsoever with regard to a failure-free service and gives no guarantee or assurance whatsoever.

(3) coneakt reserves the right to select network providers and their technology partners at its sole discretion and to provide access to the Services in a manner that best suits coneakt's business needs, with due regard to the legitimate interests of the Customer.

(4) A contractual service provided by coneakt is the possibility of using foreign networks to enable the customer to use telecommunications services outside the countries designated by the customer ("roaming"). Roaming requires the use of foreign networks over which coneakt has no influence. Therefore, we cannot give any guarantees with regard to such services, in particular with regard to their availability or quality. In countries for which the customer has



chosen local tariffs for SIM cards or eSIMs of end-users, and provided that the customer has paid the necessary fees for such access, its customers or end-users may make and receive calls with their SIM cards or eSIMs at the local tariff. It is always the sole responsibility of the Customer to check the billing basis for the country in which it and/or its customers or end-users wish to use telecommunications services (i.e. whether local or roaming tariffs apply to the telecommunications services there).

(5) Occasionally it is necessary for coneckt to update, change or maintain the contractual services and/or the supporting systems. This may involve
Telecommunications services may be temporarily unavailable. However, coneckt shall endeavour to keep such disruptions to a minimum and, to the extent possible and reasonable, inform the Customer thereof in advance.

(6) coneckt shall sell the Customer a SIM card encoded with the mobile telephone number or program SIM cards embedded in the Customer's terminal equipment ("eSIM") accordingly. The SIM card shall be handed over to the customer exclusively for the purpose of data transmission and, if applicable, further M2M telecommunication services (SMS, voice), for use exclusively for connections via the switching and transmission systems of the mobile telephone network(s) offered by coneckt and for use of the SIM card exclusively in connection with mobile telephone end devices within the contractually agreed framework. This shall apply accordingly to the use of eSIMs.

(7) The Customer shall restrict the SIM cards and programmed eSIMs handed over by coneckt to use exclusively for M2M telecommunication services within the meaning of the respective current order of the Federal Network Agency (BNetzA). M2M communication in this context means the automated exchange of information between technical devices or with a central data processing system. Should the Customer or (end) customers of the Customer also use the M2M telecommunication services for voice services, this shall be done under the Customer's own responsibility, whereby voice or SMS use is inadmissible in any case, irrespective of M2M communication within the meaning of the aforementioned definition. The sending of a disproportionately high number of SMS ("bulk SMS") is also not permitted.

(8) The customer may receive mobile phone connections or establish mobile phone connections to other connections with the aid of mobile phone terminals, provided that the customer is logged into a mobile phone network of coneckt offered by coneckt via the SIM card (or programmed eSIM) acquired by coneckt; mobile phone connections (in particular to connections abroad as well as mobile phone connections via foreign network operators) shall only be established if this is technically possible and agreed with foreign network operators.

(9) coneckt shall provide the Customer with the mobile telephone connection exclusively for commercial use and for the predominantly automated exchange of information between technical equipment such as machines, automatic machines, vehicles or measuring stations (e.g. electricity, gas and water meters) or with a central data processing system. In this case, the customer consumes the mobile radio power itself for its own purposes (own use) or in order to use it to produce or transmit its own service outside the telecommunications sector, which it markets to its (end) customers. In both cases, number-based interpersonal and interactive communication is merely a minor ancillary service from the operator's point of view, which is inseparably linked to the use case of machine communication.



(10) If the day of provision of the mobile radio connection does not fall at the beginning of a month, the services shall be provided on a pro rata basis of 1/30 for each day if monthly service budgets have been agreed (e.g. data budget, etc.).

(11) In addition to data transmission and voice transmission, conekkt offers the network service SMS. SMS (ShortMessageService) enables the customer to receive and send short messages of up to 160 characters (SMS) with SMS-capable mobile telephone terminals. The prerequisite for receiving a message on the mobile radio terminal is free memory on the SIM card. The sending of an SMS is charged regardless of successful reception.

(12) For Narrow Band IoT mobile connections, only data transmission is offered. Voice transmission (also to emergency numbers) and network services such as SMS are not possible.

(13) The M2M telecommunication services of conekkt are based on a service availability of the mobile core network of 97.0% on an annual average. The availability of the local active networks, which are provided by the connected roaming partners, depends on the respective operator. The core network is the totality of all network components Home Location Register ("HLR"), Gateway GPRS Support Node ("GGSN"), Short Message Service Center ("SMSC"), Signalling Transfer Protocol between Carriers, Routers and Firewalls ("STPs"), Online Charging System ("OCS") as well as Authentication, Authorisation and Accounting a related set of function ("AAA Radius Server) up to the connection to the respective host network operator (handover point) of the used IMSI of the SIM card within the profile.

(14) The use of M2M mobile radio services depends on the local networks used in each case. Restrictions of the spatial area will only be made if necessary, e.g. changes to roaming agreements, capacity bottlenecks in the mobile network, disruptions due to technical changes to the facilities (improvement of the network, changes to the locations of the facilities, connection of the station to the public network, etc.), operational disruptions (problems with the power supply, etc.) or due to other measures to improve or maintain operations (e.g. maintenance work, repairs, etc.). Interference with transmission quality due to atmospheric or similar conditions cannot be ruled out. Temporary interruption and restriction may also result from force majeure.

(15) The transmission speeds in download and upload depend on the respective local network used. The customer has informed himself/herself comprehensively about the respective locally (geographically) available mobile radio technology. The prerequisite for data transmission with the respective technology is a correspondingly suitable M2M terminal device of the Customer. conekkt has no control or influence over the quality of the Customer's terminal equipment. The selection of the customer's terminal equipment is the sole responsibility of the customer. When using data, the users booked in shall share the available bandwidth (so-called shared medium) in the mobile radio cells. The transmission speed actually achievable during data usage depends on, among other things

- the local availability of the respective mobile radio technology
- the network utilisation of the internet backbone,
- the occupancy/utilisation of the mobile radio network by the number of users in the respective mobile radio cell,
- the distance to the antenna and the movement of the user,
- the M2M terminal device used (incl. its operating system and other software used),



- the transmission speed of the dialled servers of the respective content provider,
- the use outside or inside buildings (inside buildings, network availability and transmission speed may be limited).

In the event of imminent temporary and exceptional network congestion, applications with high bandwidth requirements may only be available to a limited extent. Downloads may take a longer time.

(16) A prerequisite for the provision of M2M telecommunications services abroad is that corresponding agreements exist between the network operators involved. M2M telecommunications services abroad are not always available and not in all countries or parts of countries or on all ships and not on all aircraft. The information on worldwide coverage is available in the current version of the network coverage information online at www.conekkt.de.

(17) Due to regulatory requirements in individual countries, so-called "permanent roaming", i.e. the main use of foreign mobile phone connections in these countries, is not permitted or cannot be implemented in an economically justifiable manner, e.g. due to national regulatory requirements. Should a corresponding legal or regulatory ban or corresponding requirements exist in a country or be expected with overwhelming probability according to the assessment of the local legal situation, conekkt is not obliged to enable M2M telecommunication services from this contract via permanent roaming in this country. The state of knowledge of conekkt regarding countries with obstacles to permanent roaming can be found at www.conekkt.de.

(18) conekkt shall immediately initiate measures to eliminate disruptions to its technical facilities within the framework of the existing technical and operational possibilities. conekkt accepts fault reports on weekdays (Mon. to Fri. with the exception of public holidays in the federal state of Baden-Württemberg) from 8:00 a.m. to 6:00 p.m. each day at support@crout.eu.

§ 4 (Cooperation) Obligations of the Customer

(1) The Customer is obliged to ensure that the M2M devices used by him and/or his (end) customers are located at sites where there is sufficient coverage of the mobile network(s) offered by conekkt. The Customer shall therefore check the network coverage at the respective location of the respective radio module on the basis of information obtained from conekkt. The Customer shall also ensure that the M2M devices used by it and/or its (end) customers are suitable for the use of the SIM cards or eSIMs handed over, are compatible with the mobile network(s) offered by conekkt and can be used for the purpose desired by the Customer. Insofar as the aforementioned obligations to cooperate on the part of the customer are not fulfilled, conekkt shall be released from its corresponding obligations under the contract, without the customer being entitled to any claims - of whatever kind and on whatever legal grounds - against conekkt as a result.

(2) The customer is also obliged to a) grant conekkt a SEPA company direct debit mandate at the latest upon conclusion of the contract and to always ensure sufficient cover for the agreed direct debit account, b) immediately notify conekkt in text form (e.g. by letter or e-mail) of the loss, misplacement or misuse of a SIM card or eSIM, c) immediately notify conekkt in text form (e.g. by letter or e-mail) of any change to his or her SIM card or eSIM. (c) immediately notify conekkt in text form (e.g. by letter or e-mail) of any change of name,



address, bank details or invoice recipient, or have such change notified by a third party authorised to do so, and (d) keep secret any access data (e.g. passwords) transmitted by coneckt and/or by third parties at the behest of coneckt and change such data if it is suspected that unauthorised persons have gained knowledge thereof.

(3) The customer is responsible for changing the PIN (Personal Identification Number) of the respective SIM card or eSIM, which is communicated to him by coneckt, into a PIN of his own choice without delay after receipt. In the event that SIM cards or eSIMs are handed over with a deactivated PIN query (i.e. without a PIN), the customer shall be liable for all damages, which arise due to misuse of these SIM cards and/or eSIMs by him or by third parties.

(4) The Customer shall not use the M2M telecommunication services directly or indirectly for high risk activities, i.e. in particular in connection with nuclear facilities, chemical plants, the control or monitoring of aircraft, communication systems, direct life support devices, weapons systems, medical services, autonomous driving or other products or services where a fault in the M2M telecommunication services could lead to injury to life, limb or health or high financial losses.

(5) In the event that the M2M telecommunication services of coneckt are passed on/remarketed by the Customer to its (end) customers, the Customer shall be responsible for the remarketing of the M2M telecommunication services to its (end) customers and for all obligations arising from the agreements concluded between the Customer and its (end) customers. The customer shall ensure that it can enforce the obligations arising from the agreement concluded with coneckt against its (end) customers. In addition to the provisions concerning the (end) customers in the contract concluded with coneckt, the customer is in particular responsible for always interacting appropriately and promptly with its (end) customers, e.g. the customer care and billing process towards its (End-) Customers, the appropriate and immediate response to problem reports from its (End-) Customers, the performance of initial diagnostics on any fault reports from its (End-) Customers in order to remedy the fault or subsequently forward the fault report to (i) coneckt, provided that the fault relates to (i) the Customer's (End-) Customers' access to the M2M Functions or if the irregularity relates to components of the M2M Telecommunication Services; (ii) any required third parties, if the irregularity relates to a third party involved.

(6) The Customer shall be responsible for ensuring that coneckt's form for the commissioning of M2M Telecommunications Services, which contains the precise details and requirements of the Customer's (end) customers, is correct and complete.

(7) All M2M devices provided and used by the Customer must be compatible with coneckt's M2M telecommunication services. The Customer shall always only insert SIM cards or eSIMs received from coneckt into an M2M Device in order to use coneckt's M2M Telecommunications Services. The VPN equipment of the customer and/or his (end) customer must each meet the requirements for connection to coneckt's mobile VPN. SIM cards and eSIMs obtained from coneckt for the M2M telecommunication services are only compatible with the contracted M2M telecommunication services.

(8) The Customer shall be responsible for always complying with all legal requirements in connection with the use of the M2M Telecommunications Services, in particular with regard to the requirement for M2M devices and/or other equipment, and for providing coneckt with all



information that conekkt reasonably requires in connection with the contract and the provision of the contractual services.

(9) The Customer is responsible for using the M2M Telecommunication Services only within the scope of the provisions made in the contract. The customer is responsible for any contrary to the contract and/or inappropriate use of the M2M telecommunication services by the customer and/or by his (end) customers.

(10) The Customer shall ensure that it and its (end) customers always comply with all applicable laws and other regulations as well as regulatory requirements to which the use and distribution of the M2M Telecommunications Services are subject; in particular, it shall be responsible for issuing or obtaining any necessary licence, confirmation or approval in the respective jurisdictions in which the M2M Telecommunications Services are used. The Customer shall not be entitled to make any representations, warranties or undertakings to any third party which distort or conflict with the Contract. If separately agreed in the contract, the Customer shall be entitled to conclude contracts with its (end) customers for the use of M2M telecommunication services, provided and to the extent that it ensures that conekkt is able to fulfil its obligations (information, monitoring or comparable obligations) towards authorities, courts and/or other bodies without restriction. In particular, the Customer must at all times be able to name in text form the persons in the M2M telecommunication service chain for whom the M2M communication is provided or the (legal and natural) persons who use the SIM cards and eSIMs.

(11) With regard to the content, information and/or communication transmitted by the Customer (and/or its customers) on M2M platforms or otherwise, the Customer shall bear sole responsibility. The Customer shall defend, secure and indemnify conekkt against all claims, actions, demands, damages and liability obligations (including legal fees) which third parties assert against conekkt (for whatever legal reason) and which are based on or related to a use by the Customer or its (end) customers which is contrary to the contract, illegal or punishable by law, or with an illegal content of the data stored, downloaded, uploaded or otherwise transmitted by the Customer and/or its (end) customers.

(12) An ID assignment of individual SIM cards or eSIMs to specific persons shall in principle be made on the Customer's own systems. Insofar as the Customer also carries out an ID assignment of individual SIM cards or eSIMs to specific persons on an M2M platform on its own authority, this shall be carried out on the Customer's own responsibility. conekkt points out that the consent of the persons concerned as well as the consent of a works council may be required for this.

(13) In this respect, conekkt also assumes no liability for the correctness of the content made available on or through the Customer's M2M platform(s); conekkt's liability in this respect is accordingly excluded. The provisions made under § 10a (Liability) shall remain unaffected.

(14) The Customer confirms that, when using the M2M telecommunication services, the data on the conekkt platform is processed (also) on a further platform (possibly that of a third party provider), insofar as this is stipulated in the contract. Insofar as a data transfer takes place here, the customer agrees to this.



(15) The customer undertakes, if he receives passwords for SIM cards, to keep these secret and not to pass them on to third parties. However, (end) customers of the customer are not third parties in this respect.

(16) As soon as the Customer suspects fraudulent use of the M2M telecommunication services or discovers that a SIM card or a contrary to the contract and/or inappropriate use of the M2M telecommunication services by the customer and/or by his (end) customers. M2M device containing a SIM card or an eSIM has been stolen or lost, or that a person is using the SIM card, the eSIM and/or the M2M telecommunication services in a way that is contrary to the contract or the law, he will notify conekkt immediately after he has discovered the fraud, loss or theft or misuse. In addition, the customer must immediately shut down the affected SIM card(s) and M2M Telecommunications Services. The Customer shall be responsible for all costs and proceedings arising from the misuse or fraudulent use of the M2M Telecommunications Services by the Customer, its (end) customers or users. The replication or cloning of physical access devices or electronic identifiers to enable multiple sessions is prohibited. conekkt may immediately discontinue or modify the M2M Telecommunications Services without prior notice if it determines that the M2M Telecommunications Services are being used fraudulently. The Customer must cooperate with conekkt in determining and remedying the causes.

(17) The Customer shall be responsible for all fixtures, installations or assemblies which it undertakes in order to integrate SIM cards provided by conekkt into M2M devices, other hardware or modules, unless otherwise agreed between the parties. This shall also apply accordingly in the event of the replacement of defective SIM cards.

(18) The Customer undertakes a) not to misuse the M2M telecommunication services provided by conekkt and/or to allow them to be misused by its (end) customers, i.e. in particular not to send any legally prohibited, unsolicited information, items or other services, such as unsolicited and unsolicited advertising by e-mail, fax, telephone or SMS or dial-up programs which do not comply with the law. Furthermore, no information with illegal or immoral content may be transmitted or published and no reference may be made to such information, b) no connections may be established, - which serve the purpose that the customer or a third party is to receive payments or other consideration on the basis of the connection and/or on the basis of the duration of the connection (e. g. (e.g. consideration for calls to chat lines or advertising hotlines) - which do not serve the purpose of direct communication with another subscriber, but only for the purpose of establishing the connection and/or the duration of the connection and c) to observe the national and international copyrights and trademark rights, patent rights, rights to the use of names and signs and other industrial property rights and personal rights of third parties.

(19) The customer is obliged to always comply with all relevant legal framework conditions (e.g. obligations under data protection law), as well as to clarify whether its services are to be classified as a (telecommunications) service requiring approval and/or registration under public law in the country of the registered office of its (end) customer. In this case, the customer shall ensure that corresponding further obligations are fulfilled. Should an authority express doubts about the permissibility of permanent roaming to the customer and/or the customer's (end customer), the customer shall indemnify conekkt against all claims asserted if the customer nevertheless uses corresponding services in the respective countries. This indemnification claim shall include any legal costs in an appropriate amount.



(20) If required by country-specific regulatory requirements or local authorities for permanent roaming, the Customer shall immediately provide coneckt with the necessary information on the use of permanent roaming in the country concerned (e.g. copies of the official permits required for use, information on the devices used, registration and assignment of SIM cards - according to MSISDN, IMSI - to individual devices, etc.). If necessary, the Customer and coneckt shall each appoint a local contact person.

(21) Subject to the provisions of § 45k TKG, coneckt shall be entitled to partially or completely suspend (block) the services provided to the customer in the event of one of the circumstances described below until it has been remedied, namely if a) the customer is in default with a payment obligation under the contract, provided that coneckt has threatened the block in writing at least two weeks in advance and has pointed out the customer's legal protection options before the courts; b) the termination of the contract has become effective; c) there is a particular increase in the volume of use compared to the previous six billing months and the amount of coneckt's fee claim also increases accordingly and certain facts justify the assumption that the customer will object to this fee claim. Furthermore, coneckt shall be entitled to block the respective service at the customer's expense in the event of serious violations of the obligations incumbent upon the customer. In this case the customer remains obliged to pay the monthly prices. The provision of § 45o TKG on the barring of telephone numbers remains unaffected. The provision of § 108 paragraph 1 TKG shall also remain unaffected. The right of coneckt to suspend services in any other legally permissible manner shall also remain unaffected.

(22) The blocking shall be limited to certain services (e.g. the affected telephone number(s)), as far as technically possible and reasonable for the reason. The services may only be blocked as long as the reason for the block exists. A full blocking of network access, which also includes incoming telecommunication connections, is possible at the earliest one (1) week after the blocking of outgoing connections.

(23) The Customer shall be obliged to test the SIM cards and eSIMs delivered to him immediately after delivery in order to ensure the contractual use of coneckt's telecommunications services. The customer shall inform coneckt without delay if he discovers SIM cards and/or eSIMs that are damaged, not functioning or not functioning properly.

§ '4a Additional Terms of Use, "Telephone Numbers"

(1) The Customer undertakes to use the SIM cards provided by coneckt and the eSIMs programmed by coneckt only to establish his own M2M communication and to impose this obligation on his (end) customers as well. In particular, the customer is not permitted to use a SIM card or programmed eSIM provided by coneckt to forward connections established by a third party, regardless of type and origin, via switching or transmission systems (e.g. "SIM boxing"). The customer may not violate criminal law or regulations for the protection of minors and may not infringe the rights of third parties, retrieve, store, make available to third parties, refer to offers with such content or provide connections to such sites (e.g. hyperlinks) any content that is illegal or immoral. The unsolicited sending of information and services, e.g. unsolicited and unsolicited advertising by SMS etc. is prohibited by law under certain circumstances.



(2) If there is reasonable suspicion that the Customer is in breach of the provisions under § 4 and/or § 4a, coneckt shall be entitled, after prior notice, to block all SIM cards and programmed eSIMs provided to the Customer.

(3) The Customer shall not intentionally or negligently interfere with coneckt's equipment, networks, performance or infrastructure in such a way that the quality of the service provided by coneckt is impaired. Upon request, the Customer shall immediately cease all disruptive actions.

(4) If a party obtains a court order regarding electronic monitoring, it must comply with the court order and promptly request from the other party the technical assistance necessary to conduct the electronic monitoring and, to the extent possible, provide all reasonable information requested by the other party regarding the monitoring, including the court order, unless the party obtaining the court order is prohibited from doing so under the terms of the court order.

(5) The Customer is responsible for ensuring that the aforementioned obligations and prohibitions are also always complied with by its (end) customers.

(6) All rights of use to the telephone numbers assigned to the customer with the SIM cards or eSIMs by coneckt are held by coneckt. coneckt shall be entitled to change these telephone numbers if there are unavoidable technical or operational reasons for doing so.

§ 5 Terms of Payment, Default

(1) Our claims shall become due for payment upon receipt of the invoice. Monthly recurring charges shall be invoiced monthly in advance. Monthly usage-dependent charges incurred in a month shall, in contrast, be invoiced in arrears.

(2) Unless otherwise stated, our prices for the provision of the contractual services are always exclusive of the legally owed value added tax in the respective applicable amount ("VAT") and other applicable taxes. The customer is obliged to pay the taxes listed on the invoice.

(3) The invoice amount shall be paid to the account specified in the invoice. It must be value dated no later than the fourteenth calendar day after receipt of the invoice. In the case of a SEPA direct debit mandate issued by the customer, coneckt shall not debit the invoice amount from the agreed account before the seventh calendar day after receipt of the invoice and the SEPA advance notice (pre-notification).

(4) If the day of provision of the mobile telephone connection does not fall at the beginning of a month, the monthly prices for the remainder of the month shall be charged pro rata. In this case, the price shall be calculated at 1/30 of the monthly price for each day to be charged.

(5) In the event of a change in the statutory rate of value added tax, the prices will be changed accordingly from that time onwards.

(6) We will endeavour to invoice data and usage-related charges of a month in the respective following month. However, within the framework of the statutory limitation period, such



charges may also be invoiced at a later date, in particular if roaming charges incurred which are levied by third-party operators are transmitted late.

(7) conekkt reserves the right to assert claims for default of payment.

§ 6 Complaints

Complaints against the amount of the connection charges or other usage-dependent charges of conekkt shall be addressed to conekkt immediately after receipt of the invoice. Complaints must be received by conekkt within eight (8) weeks of receipt of the invoice. Failure to submit complaints in due time shall be deemed to constitute approval; conekkt shall make special reference in the invoices to the consequences of failure to submit complaints in due time. However, the customer's statutory claims in the event of complaints after expiry of the deadline shall always remain unaffected. § 7 Changes to these General Terms and Conditions (GTC), our service descriptions and/or prices.

- (1) We reserve the right to amend these GTC in order to restore the balance of the contractual relationship. Should such an amendment place the customer in a worse position in relation to the time of the conclusion of the contract, this amendment shall only be effective insofar as essential provisions of the contractual relationship are not affected thereby, this amendment is necessary due to technical or legal changes (e.g. changes in laws and/or other standards, decisions of courts) which occurred after the conclusion of the contract and could not be foreseen with certainty at the time of the conclusion of the contract, which we did not cause and over which we have no influence, and the non-observance of which would noticeably disturb the balance of the contractual relationship. Material provisions of the contractual relationship are in particular those concerning the type and scope of the contractually agreed services and the term including the provisions on termination.
- (2) Furthermore, we are entitled to make adjustments or additions to these GTC insofar as this is necessary to eliminate difficulties in the performance of the contract due to loopholes that have arisen after the conclusion of the contract. This may be the case in particular if case law changes and one or more clauses of these GTC are affected by this.
- (3) Our service descriptions may be amended if this is necessary for a valid reason, the customer is not objectively placed in a worse position compared to the service description included at the time of conclusion of the contract (e.g. retention or improvement of functionalities) and there is no clear deviation from the latter. A valid reason exists in particular if there are technical innovations on the market for the services owed or if third parties from whom we obtain necessary preliminary services for the provision of our services change their range of services.
- (4) The agreed prices may be adjusted to compensate for increased or reduced costs. This is the case, for example, if third parties from whom we obtain necessary preliminary services to provide the services owed under this contract increase or reduce their prices. Furthermore, price adjustments are possible to the extent that it is caused by a change in the rate of value added tax or is mandated by statutory or official requirements (e.g. those of the Federal Network Agency).



- (5) Intended changes to the GTC, the service descriptions and/or price adjustments after paragraphs 1 to 3, which are not exclusively caused by a change in the VAT rate or by statutory or official orders, shall be notified to the customer in text form (e.g. by letter or e-mail) at least four weeks before they take effect. The customer shall have a special right of termination at the time the changes take effect. If the customer does not terminate the contract in text form (e.g. by letter or e-mail) within four weeks of receipt of the notification of change, the changes shall become part of the contract at the time they take effect.

§ 8 Term of contract/termination

- (1) Contractual relationships are concluded with a minimum contract term of one calendar month and can be terminated with a notice period of one month to the end of the month. be terminated with due notice. If no notice of termination is given, the contractual relationship shall be extended by a fixed term of one further month in each case.
- (2) Contractual relationships concerning additional services (e.g. additionally booked options) can be terminated according to the conditions and deadlines agreed upon when booking the additional service.
- (3) A contractual relationship without an agreed minimum contract period may be terminated by either party with four weeks' notice at the end of each calendar month.
- (4) The right to declare extraordinary termination without notice for good cause remains unaffected. Good cause shall be deemed to exist for us in particular in cases in which
 - a. the customer substantially breaches the obligations incumbent upon him under these General Terms and Conditions of Business
 - b. if vicarious agents of conekkt and/or contractual partners of vicarious agents of conekkt each discontinue their services for reasons for which conekkt is not responsible or change their services in such a way that it is unreasonable or impossible for conekkt to continue the contract, or
 - c. c) the customer suspends his payments in whole or in part without justification.
- (5) The declaration of termination must be in text form (e.g. by letter or e-mail).
- (6) Termination of an M2M mobile telephony contract also ends all contractual relationships concerning additional services (e.g. additionally booked options). However, the termination of an additional service (e.g. added options) does not affect the underlying M2M mobile radio contract.

§ 9 Quality of the M2M telecommunication service lines



- (1) The Customer acknowledges that the M2M Telecommunications Services (i) are only available within the operational range of the core network(s) offered by conekkt and (ii) may be temporarily interrupted, limited or otherwise restricted due to transmission restrictions caused by concentrated use or capacity limitations or due to changes, modifications, updates, relocations, repairs, maintenance of the facilities or similar activities necessary for the adequate or improved operation of the facilities. In such cases, conekkt shall have no liability to the Customer in respect of (i) claims or damages due to a supply shortfall or lack of availability of the M2M Service or (ii) any interruption, limitation or other restriction of the M2M Service or (iii) force majeure.
- (2) conekkt also accepts no responsibility for interference resulting from the radio-technical, atmospheric or geographical circumstances at the respective location of the data transmission equipment or of an M2M device (radio shadowing and the like) or for such interference that occurs there subsequently (construction activities and the like). conekkt shall not be deemed to be the user of third-party content which can be accessed via the M2M service. conekkt shall not be liable to the customer for content, including information, opinions, advice, declarations, or for services provided by third parties which can be accessed via the M2M service, or for any resulting damages.
arising damages, shall be responsible. conekkt does not guarantee the accuracy, completeness or usefulness of the information obtained via the M2M Service.
- (3) conekkt accepts no responsibility for the accuracy and completeness of data or information sent to or contained in an M2M platform or for such data passed on by an M2M platform.
- (4) In the event of the replacement of faulty SIM cards that have been integrated into M2M devices, other hardware or modules, conekkt shall not bear any costs for the removal of faulty SIM cards and the installation of new SIM cards. With regard to the downtime of devices, other hardware or modules in or on which the SIM cards removed for replacement were installed due to a warranty claim, claims for damages by the customer shall be excluded.
- (5) conekkt may replace a SIM card provided for good cause, e.g. due to necessary technical modifications, with a replacement card. The Customer shall be obliged to cooperate to a reasonable extent in the replacement.

§ 10 Warranty for material defects

- (1) The customer shall notify conekkt of any material defects (especially in the SIM card or eSIM) in text form in a comprehensible and detailed manner, stating all information relevant to the identification of the defect. In particular, the work steps that led to the occurrence of the defect, the effects and the appearance of the defect must be stated.
- (2) Insofar as a material defect exists, the customer shall be entitled to the following claims:



- (i) the right to subsequent performance. conekkt shall decide at its own discretion whether subsequent performance shall be effected by remedying the defect or by new delivery or new manufacture. conekkt shall give due consideration to the interests of the customer,
 - (ii) in the case of continuing obligations and if the legal requirements are met, the right to a reduction in the current remuneration and, if subsequent performance fails, the right to terminate the contract and/or claim damages. The provision made under § 10a of these GTC shall apply to the customer's claims for damages,
 - (iii) in the case of purchase or work performance, the right to a reduction of the remuneration, to rescission and/or to damages after failure of the subsequent performance. The provision made under §10a of these GTC shall apply to the customer's claims for damages.
- (3) The limitation period for claims due to material defects is one year from the point in time at which the limitation period begins according to the statutory regulations.
- (4) The statutory periods for recourse according to § 479 BGB remain unaffected. This shall also apply insofar as (i) longer limitation periods are provided for pursuant to § 439 para. 1 no. 2 BGB and pursuant to § 634a para. 1 no. 2 BGB, (ii) in the event of an intentional or grossly negligent breach of duty on the part of conekkt, (iii) in the event of fraudulent concealment of a defect, (iv) in cases of injury to life, limb or health and (v) for the provisions made under § 12 para. 1 ProdHaftG.
- (5) The processing of a notice of material defect by the customer by conekkt shall only lead to the suspension of the limitation period insofar as the legal requirements for this are met. This shall not result in a new start of the limitation period.
- (6) The customer's warranty claims for material defects shall always be excluded for SIM cards and eSIMs if the customer has modified the SIM cards and/or eSIMs after delivery, installed them improperly, misused them or damaged them.

§ 10a Liability

- (1) For financial losses caused by negligence, the liability of conekkt as a provider of publicly accessible telecommunications services shall be limited to a maximum of 12,500.00 euros per end user in accordance with the provisions of § 44a TKG. If the liability for damages arises from a uniform act or a uniform event causing damage to several end users and this is not based on intent, the liability for damages shall be limited to a maximum of ten million euros in total, notwithstanding the aforementioned limitation. If the compensation payable to several aggrieved parties due to the same event exceeds the maximum limit, the compensation shall be reduced in the same proportion as the sum of all claims for compensation bears to the maximum limit. The aforementioned limitations of liability shall not apply to claims for compensation for damage caused by delay in the payment of damages.



- (2) In all other respects, i.e. insofar as conekkt's liability is not limited in accordance with the provision made under § 10a paragraph 1, we shall be liable without limitation for damage caused intentionally or by gross negligence, for intentional or negligent injury to life, limb or health and arising from the assumption of guarantees.
- (3) Furthermore, we shall only be liable for damage caused by negligence in the event of a breach of an obligation which is essential for the proper fulfilment of the contract and on the fulfilment of which you may regularly rely. In this case, our liability is limited to the amount of the foreseeable damage typical for the contract. This also applies to lost profits and savings. Liability for other consequential damages is excluded.
- (4) In the event of slight negligence, we shall only be liable for the loss of data under the conditions and to the extent of the provision made under § 10a paragraph 3 if and to the extent that the customer backs up the data in machine-readable form at intervals appropriate to the application, at least once a day, and thus ensures that the data can be restored with reasonable effort. If the customer does not carry out such data backups, our liability shall be limited to the expenditure that would have been necessary to restore the data from a proper data backup, as well as the damage that has occurred due to the loss of current data that would also have been lost with a daily data backup.
- (5) Our strict liability for damages for defects existing at the time of conclusion of the contract is excluded (§ 536a BGB). The provisions made under § 10a paragraph 2 and paragraph 3 shall remain unaffected.
- (6) Insofar as our liability for damages not based on injury to life, limb or health is not excluded for slight negligence, such claims shall become statute-barred within one year beginning with the end of the year in which the claim arose and the creditor became aware of the circumstances and circumstances giving rise to the claim. Of the person of the debtor or should have obtained knowledge without gross negligence.
- (7) Our liability according to the regulations of the Product Liability Act (ProdHaftG) remains unaffected.

§ 11 Use by third parties

The contractual relationship does not directly entitle the customer to act as a provider of telecommunication services himself/herself using the SIM cards provided by conekkt and to offer mobile telecommunication services, switching or interconnection services to third parties on a commercial basis. Before providing these services, the customer is obliged to fulfil the statutory obligations of providers of telecommunications services to the public. In Germany, these include, for example, official registration obligations, roaming regulation, numbering regulations, emergency call in the public telephone service, official requests for information, identity check for customer-side prepaid offers, telecommunications-specific customer and data protection regulations.



§ 12 Regulatory Information

- (1) Information on the network operator(s) provided by conekkt for measuring and controlling data traffic in order to determine capacity utilisation or congestion of a network connection shall be provided upon request.
- (2) Contact addresses in connection with the contractual services are available on our website.
- (3) In the event of a dispute with conekkt concerning the cases specified in § 47a TKG, the customer may initiate conciliation proceedings by submitting an application to the Telecommunications Consumer Conciliation Board of the Federal Network Agency in Bonn following a prior attempt to reach an agreement with conekkt.
- (4) The customer may request that the use of his network access for certain number ranges be blocked free of charge on the network side, insofar as this is technically possible and/or that the identification of his mobile telephone connection for the use and billing of a service provided in addition to the connection be blocked free of charge on the network side.
- (5) A list of the measures with which we/the mobile network operators offered by us can (can) react to security or integrity violations or to threats or vulnerabilities shall be provided by us upon request.

§ 13 Data protection

- (1) Our Privacy Policy forms part of the contract entered into with you. Our privacy policy can be viewed on our website and will be made available to the customer upon request. We respect the privacy of our customers. Nevertheless, the services covered by the contract may be subject to surveillance measures by law enforcement agencies and other state authorities. Furthermore, we may

be forced to disclose personal data if the competent state authorities or a court order require us to do so.
- (2) We use and process the customer's personal data and traffic data exclusively in accordance with the TKG and the applicable data protection laws or insofar as the customer has consented to further collection, processing or use.
- (3) Insofar as the customer wishes to use a platform provided for the administration of personal data which is not subject to the data protection provisions of the special telecommunications laws, we expressly point out the customer's responsibility under data protection law.
- (4) The customer acknowledges that all data processed by conekkt will be transmitted to other platform operators. The Customer acknowledges that the use of M2M



telecommunication services, including the collection of usage data, takes place within the platforms of coneckt and its vicarious agents. The processing of data (in particular traffic data) in this respect may therefore (also) be subject to foreign law. We are also entitled to transfer personal data of the customer (and its customers) beyond the European Economic Area ("EEA"), provided that this is necessary for the provision of the contractual services. In the event that we transfer such personal data outside the EEA, we will use all reasonable endeavours to ensure that such transfer is subject to adequate safeguards and that such safeguards are no less stringent than those provided for in Directive 95/46/EC (so-called "safeguards"). The Customer hereby consents to coneckt transferring its personal data outside the EEA under the aforementioned conditions and will obtain consent to this effect from its customers in favour of coneckt.

§ 14 Use of Subcontractors, Assignment of Rights and/or Obligations under this Contract by the Customer

(1) We shall be entitled at any time to provide services through third parties as subcontractors.

(2) The customer may only assign rights or transfer obligations under this contract to a third party with our prior consent in text form (e.g. by letter or e-mail). The provision of § 354a HGB remains unaffected.

§ 15 Confidentiality

(1) Confidential information within the meaning of these GTC is all information which is not generally known or readily accessible to the customer, either in its entirety or in the precise arrangement and composition of its components, and which is therefore of economic value to coneckt, where there is a justified interest in maintaining confidentiality, and which the customer unlawfully obtains, uses or discloses.

(2) No confidential information within the meaning of this agreement is information of which the customer can prove that (a) they are already publicly known at the time of their disclosure or become publicly known thereafter without such knowledge or disclosure being due to a breach of any provision of law, this Agreement or any other agreement entered into between the parties; or

b) they were already known to the customer at the time of the inclusion of these GTC without the knowledge or disclosure being based on a violation of a legal provision or an agreement concluded between the parties; or

c) they are communicated or otherwise made known to the customer by a third party after the date of incorporation of these GTC without the communication or making known by the third party being in breach of any provision of law, these GTC or any other agreement concluded between the parties and not having been obtained by conduct which, in the circumstances, is not in accordance with the principle of good faith having regard to honest market practice.

(3) The Partner shall always treat all confidential information vis-à-vis third parties, including public authorities, as strictly confidential and keep it secret and shall not, without the prior written consent of coneckt, (i) use it for any purpose other than that agreed under § 3 of these GTC, in particular not for competitive purposes, and (ii) pass it on or disclose it to third



parties in whole or in part. Third parties within the meaning of this provision also include companies affiliated with the customer pursuant to the provisions of §§ 15 et seq. AktG and/or their employees and/or consultants.

(4) If and to the extent that the customer is obliged by law, by virtue of an official or judicial order binding upon it, to disclose or publish confidential information, the obligations agreed under § 15 paragraph 1 shall not apply. However, the customer shall be obliged to always inform coneckt in text form prior to the passing on or disclosure of confidential information in such good time that the form and scope of the passing on or disclosure can be discussed and agreed with coneckt and the parties are in a position to take suitable measures to reduce any damage which may arise as a result thereof.

§ 16 Exclusion of Number Portability

Since the SIM cards and eSIMs are provided by a vicarious agent of coneckt, are (also) administered via a platform outside the Federal Republic of Germany and are also used by foreign network providers, porting of the mobile telephone numbers (porting) to another provider in the event of termination (for whatever legal reason) of the contract concluded with us is excluded.

§ 17 Offsetting, retention

(1) The customer shall only be entitled to set-off against claims of coneckt GmbH if the claim put forward for set-off originates from this contractual relationship (= identical customer number) or has been legally established or is recognised by coneckt.

(2) The exercise of a right of retention against claims of coneckt is only permissible if and insofar as the customer's claim is based on this contractual relationship (= identical customer number) or is legally established or recognised by coneckt.

§ 18 Applicable Law, Place of Jurisdiction, Miscellaneous

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions of private international law and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction for all disputes arising from or in connection with this contract is Stuttgart. Any exclusive place of jurisdiction shall have priority.

(3) All notices by one party to the other in connection with the contract shall be in text form, unless otherwise expressly provided by law or in this contract.

(4) The failure of coneckt to exercise or enforce any right granted under this contract shall not operate as a waiver of that right or any other rights.

(5) For legal reasons, we may only provide an EVN if the customer has expressly and demonstrably requested it.



(6) As a precautionary measure, the customer declares that all his employees have already been informed about the disclosure of connection data and that all future employees will be informed immediately. In addition, the customer declares that, if available, the works council or the staff representative committee has been involved or that this was not required in accordance with the statutory provisions.

(7) The M2M Telecommunication Services may be subject to German and - if provided in the USA - American export controls and embargo provisions. The Customer shall always be responsible for compliance with the relevant provisions in this respect up to the end user.