CONNECT ONE

INTERNET FOR THINGS

Connect One Cloud Services
Application Services

Connect One Digital AG
Stolberger Str. 90D
50933 Cologne

1. Scope

These terms and conditions for IoT and application services supplement the general conditions of CONNECT ONE DIGITAL AG ("Connect One") for deliveries, services, and licenses ("GC"). Connect One's offer, together with these terms and conditions and the Terms and Conditions, collectively constitute the "Agreement" between Connect One and the respective customer ("Customer") regarding the software-as-a-service (SaaS) services specified in the Agreement. These terms and conditions do not apply to modifications of standard products or other development, consulting, or other work or services.

The following terms have the following meanings:

API

API refers to the application programming interface developed by Connect One, including documentation and specifications of functions, methods, processes, and protocols that enable a qualified software programmer to develop coordinated code for data exchange with the service in accordance with the syntax and protocols defined in the API documentation.

API Documentation

API Documentation refers to the protocols, language, syntax, and rules compiled in the electronic standard reference material provided by Connect One, which describe the API functionality and provide instructions for the development of programming interfaces.

Cloud Feeder

Cloud Feeders are reading devices that enable automated identification and assignment of UIDs to products and orders.

Service

Service refers to the cloud-based technology and application software specified in the SaaS agreement.

IoT

IoT stands for Internet of Things and refers to a network of physical objects ("Things") equipped with sensors, software, and other technology to connect them to other devices and systems via the Internet.

Customer Content

Customer Content refers to the data, media, and content provided by the customer as part of the service and collaboration.

Personal Data

Personal Data refers to any information relating to an identified or identifiable natural person.

UID

UID stands for Unique Identifier.

2. Access

Subject to the SaaS agreement, Connect One grants the customer a non-exclusive and non-transferable right to access the features and functionality of the service for the respective individual term. Immediately after configuring the service, Connect One will provide the customer with the necessary passwords for accessing the service.

3. Contract Period

The individual terms commence on the activation date agreed upon in the SaaS agreement and end on the expiration of the agreed period.

4. Service Description

The individual services are specified on a project basis in the SaaS agreement.

5. API License

According to the agreement, Connect One grants the customer a non-exclusive, non-transferable right to use the API for the exclusive and sole purpose of establishing interfaces between customer content and the service. The customer may only employ employees and contractors bound by written confidentiality agreements to implement the interface. The granted license cannot be sublicensed to third parties. The customer is

prohibited from using the API to integrate the service into third-party software or establish interfaces with third-party software or enable third parties to do so.

6. Cloud Feeders

According to the SaaS agreement, Connect One provides cloud feeders to the customer. These systems enable the digital capture of UIDs and the individual assignment and configuration of smart products with Connect One technology. The cloud feeders are the property of Connect One and are provided exclusively on a rental basis.

7. Usage Restrictions

The customer shall refrain from copying or duplicating applications, decompiling, disassembling, reconstructing, or attempting to obtain or determine the source code from which the software components of any applications are composed or can be interpreted by other processes or methods. The customer may only use applications in accordance with the obligations of Connect One towards third parties established before the start of the contract, provided that Connect One has disclosed these obligations to the customer. The customer will ensure that their use of the applications complies with applicable laws, regulations, and policies and that they do not use or compile the applications for unlawful purposes.

8. Ownership

All ownership and usage rights to applications and their components remain exclusively with Connect One or Connect One's licensors. The customer acknowledges that they do not possess or acquire any rights other than those expressly granted in this agreement with respect to the foregoing. The customer further acknowledges that Connect One reserves the right to use the aforementioned rights for other purposes at Connect One's sole discretion.

9. Updates

Connect One will develop updates and/or upgrades at its own discretion from time to time. Connect One will integrate these updates and upgrades into the service provided that the customer has paid all applicable fees. All such updates and/or upgrades provided will become part of the service and will be subject to all terms and conditions of this agreement, especially the conditions regarding the rights to the service and the agreed usage restrictions.

10. Access Suspension

Connect One is entitled to temporarily suspend the customer's access to applications or the service or parts thereof if Connect One has reasonable grounds to believe that there is a threat to or an attack on the applications or the service or if the customer's use causes disruption or a security risk. Connect One will make reasonable efforts to announce access suspensions and keep the customer informed about measures to restore access after an access suspension. Connect One will make reasonable efforts to restore access as soon as the cause for the access suspension has ceased. Connect One is not liable for damages, losses, or other disadvantages incurred by the customer as a result of a justified access suspension.

11. Protection of Personal Data

To the extent that the customer uses the applications or the service for the collection, processing, use, or disclosure of personal data, it is the customer's responsibility to fulfill all transparency obligations under data protection laws regarding these data processing activities.

12. Warranty

Connect One does not warrant that the service will be continuously available and free from defects. Connect One's responsibility for disruptions or interruptions of the service is limited to the services specified in the SaaS agreement regarding conditions and service levels.

13. Technical Support

Connect One's technical support will be defined and agreed u-

pon individually in the SaaS agreement under the Service Level Agreement (SLA). General support inquiries will be processed exclusively via email at support@connect-one.digital.

14. Exclusions

Connect One excludes any liability, warranty, or contractual liability related to the service for restrictions or delays in access to the service due to customer content or failures of public-communication networks.

15. Liability

Connect One shall not be liable, contractually or non-contractually, for any damages to property, persons, or assets caused in connection with application services, regardless of the legal basis, unless Connect One is at fault for the respective breach of duty.

16. Changes

Connect One reserves the right to make future changes to the service, even if they lead to deviations from existing specifications, as long as the functionality and quality, including the specific requirements of the customer, still meet at least the agreed functionality and quality.

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Connect One Digital AG
Stolberger Str. 90 D
50933 Cologne
Germany
+49 221 99318580
https://connect-one.digital
welcome@connect-one.digital

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Stolberger Str. 90 D
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