CONNECT ONE

INTERNET FOR THINGS

Connect One Cloud Services
General Conditions

Connect One Digital AG
Stolberger Str. 90D
50933 Cologne

1. Scope

These general conditions ("GC") apply to deliveries, services and licenses of any kind that CONNECT ONE DIGITAL AG ("Connect One") provides to its customers, unless conflicting agreements are made in the purchase, license, service, work or other contract ("Contract") concluded between Connect One and the customer. Connect One does not provide any deliveries or services to consumers.

2. Objection clause

Objection is hereby raised against any deviating or supplementary terms and conditions of the customer, unless their validity has been expressly agreed upon. Such consent applies only to the specific case and not to previous or future deliveries and services.

3. Estimates

Cost estimates are non-binding.

4. Technical documents

Technical documents, cost estimates, drawings, and calculations provided to the customer during contract negotiations and execution shall not be used, reproduced, or disclosed to third parties by the customer. Connect One reserves ownership, copyright, and other rights to such documents. In the event that the customer uses such documents without authorization under the contract, Connect One is entitled to demand their immediate return.

5. Changes

If the customer wishes to make changes to the contractual scope of services, Connect One will comply within reasonable limits. The customer bears the expenses incurred by the changes. Any change to the contractual scope of services requires explicit agreement. The application of § 650b para. 2 BGB (ordering right of the client) and § 648a para. 2 BGB (partial termination) is excluded.

6. Intellectual Property Rights

The customer's right to use software products, including documentation, is limited to the customer's internal business purposes and is determined solely by the contract and these terms and conditions. The source code of the software is only provided if expressly agreed upon. The customer undertakes to refrain from decompiling, reverse-engineering, disassembling, or otherwise reproducing or modifying the copies of the software provided to them, or using them to create wholly or partially derivative works, unless permitted by the contract or mandatory legal provisions. All backup copies must faithfully reproduce all trademarks, intellectual property rights, and user instructions provided by the rights holder. Any legally mandatory rights of the customer to reproduce and modify the software, if and to the extent necessary for an authorized and intended use of the software, including data backup and error correction, remain unaffected, as well as the right to decompile the software to the extent legally permitted. The customer may only sell, transfer, or provide third parties with copies of the software provided to them with the prior express consent of Connect One. Consent to transfer shall be granted if the third party assumes all rights and obligations under the contract and these terms and conditions on behalf of the customer, the customer destroys any copies of the software in their possession, and there is no valid reason to refuse consent. The customer shall indemnify Connect One against any infringement of intellectual property rights and any third-party claims related to the software.

7. Development Results

All intellectual property rights, usage rights, and exploitation rights in and to all development results created by Connect One or its agents in connection with the contract shall exclusively belong to Connect One worldwide. If the development is carried out at the customer's request, the customer shall only receive a non-exclusive right to use in accordance with the contract and these terms and conditions. Connect One is entitled to use and exploit any adaptations, modifications, or improvements developed by the customer. The customer grants Connect One a non-exclusive, unlimited, transferable, royalty-free, sublicensable right to use and exploit these adaptations, modifications, or improvements, both spatially and temporally.

8. Confidentiality

Both parties undertake to treat as strictly confidential any business and technical information received from the other party

and to use it exclusively for the purposes of the contract as long as there is a legitimate interest in its confidentiality. This restriction does not apply to information that was already public or known to the recipient at the time of disclosure or subsequently published without the recipient's responsibility. Confidential information may only be disclosed to third parties if they are employees, agents, or advisors of the party or its affiliated companies ("agents") who are bound by confidentiality and require such knowledge for the purposes of the contract. Each party shall ensure that its agents comply with the provisions of this confidentiality clause, even after the termination of the contractual relationship between the party and such agents. The recipient shall promptly notify the owner if it was already aware of confidential information provided by the owner, if information that the owner considers confidential becomes known to the recipient, or if the recipient is requested by a court, authority, or third party to disclose confidential information. This confidentiality clause remains effective even after the termination of the contract as long as there is a legitimate interest in maintaining its confidentiality.

9. Acceptance

Works created by Connect One must be accepted by the customer within two weeks of delivery, unless a longer or shorter acceptance period has been agreed upon. Acceptance shall be confirmed in writing by the customer if the agreed specifications are substantially met and the work does not have any significant defects. Until Connect One has received the customer's written acceptance confirmation, the customer is not entitled to use the work. If the customer nevertheless uses the work, this shall be deemed acceptance. After the applicable acceptance period has expired, the customer must either expressly confirm acceptance or raise objections to any defects within a response period of one week, unless Connect One has set a shorter or longer reasonable response period. If the customer does not expressly refuse acceptance within the response period, specifying all defects claimed, of which at least one must actually exist as a significant defect, the work shall be deemed accepted upon expiry of the response period. If the customer refuses acceptance, Connect One is entitled to revoke any usage rights granted to the customer for the delivered goods and prohibit further use until acceptance is granted.

10. Adjustments

Connect One may unilaterally make adjustments to these conditions or ongoing fees during the course of the contract. Connect One is entitled to amend these conditions and any ongoing fees by giving notice with effect for the future, observing a notice period of three months to the end of the agreed minimum term or to any other date on which the contract could be terminated. In this case, the customer is entitled to terminate the contract by giving one month's notice with effect from the date of the change. If the customer does not exercise this right, the change becomes effective. The change exclusively affects future services under ongoing continuing obligations, such as contracts for maintenance services or the provision of temporary licenses, while unlimited licenses already granted are unaffected by the change.

11. Payment Terms

All invoices are due for payment immediately without deduction, unless otherwise agreed in the contract. The customer is in default of payment if payment is not made within two weeks of the due date and receipt of the invoice, even without a reminder.

12. Prices

Deliveries and services for which no specific remuneration has been agreed upon will be calculated in accordance with Connect One's price list in effect at the time of the order (see website).

13. Liability

Connect One shall only be liable for contractual or non-contractual damages if such damages are due to gross negligence or intent. Connect One shall also be liable in accordance with the statutory provisions for the negligent violation of life, body, or health of a natural person, even in the case of simple negligence. Additionally, Connect One shall be liable in accordance with the statutory provisions for the negligent violation of a material contractual obligation, limited to the foreseeable damages that were typical for the contract at the time of its conclusion. Material contractual obligations are those obligations that enable the proper execution of the contract and the achievement of its purpose, and on which the

customer regularly relies in terms of the content and purpose of the contract. This includes, in particular, the obligation to provide contract services in a timely manner and in a manner that does not endanger the life, body, health, and property of the customer and its employees. Connect One shall only be liable for damages related to the loss of data to the extent that such damages could not have been avoided through regular and adequate data backup. Similarly, Connect One shall not be liable for damages caused by delivered goods if such damages could have been avoided through periodic inspections of the work results. Limitations of liability agreed upon in the contract or these terms and conditions of Connect One also apply to any personal liability of its officers, employees, or agents. The liability of Connect One in connection with defects or legal defects provided without remuneration, such as demo versions of software, is limited to intent, gross negligence, and willful concealment of defects. Any mandatory product liability claims under product liability laws, as well as claims arising from any quality guarantees, remain unaffected by the above limitations.

14. Statute of Limitations

The statutory provisions apply to the commencement of the statute of limitations. If Connect One undertakes subsequent performance, this does not result in a new commencement of the statute of limitations for the customer's rights regarding the improved delivered goods (including any replacement or spare parts) or the subsequently delivered replacement goods. Rather, these rights expire, without prejudice to subsequent performance, upon the expiry of the remaining limitation period applicable to the improved or replaced delivered goods, provided that the limitation period does not begin until at least three months after the completion of subsequent performance or the refusal of further attempts at subsequent performance.

15. Obligations

Customer's obligations and commitments - Indemnification from third-party claims: The customer shall, at its own cost and risk, provide Connect One with access to all materials, infrastructure, employees, and information, as well as any other cooperation and support necessary for Connect One's own deliveries and services. In this scope, the customer shall in particular provide the entire technical infrastructure necessary for the use of Connect One's deliveries and services unless Connect One has expressly undertaken to deliver parts thereof. Furthermore, the customer shall provide any operational requirements, interface information, and test data and participate in acceptances and tests. The customer shall indemnify Connect One, without fault, from all justified or unjustified claims by end users or other third parties (including public authorities) and all resulting damages, costs, and expenses (including the costs of legal defense, the "third-party claims") that are raised in connection with Connect One's deliveries or services under the contract or with works, information, or data provided by the customer or the customer's instructions unless these claims are based on a breach of contract by Connect One for which Connect One is liable for damages in accordance with the provisions of the contract. In this case, indemnification shall be made proportionally based on the respective causative contributions or only for the amount by which the third-party claim exceeds Connect One's contractual liability to the customer. The indemnification claim does not become statute-barred before the fulfillment of the third-party claim.

16. Subcontractors

Connect One is authorized to engage subcontractors for all services under the contract. The liability of Connect One towards the customer remains unaffected.

17. No Assignment

The customer is only authorized to assign the rights under the contract - with the exception of payment claims - with the prior consent of Connect One. Consent may only be refused for good cause.

18. Partial Invalidity

Should one or more provisions of the contract or these terms and conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

19. Place of Performance

The place of performance for all obligations under the contract is Cologne. The contractual relationship between the parties is governed by German law.

20. Jurisdiction

For all disputes arising out of or in connection with the contract or these terms and conditions, the courts in Cologne shall have exclusive jurisdiction, provided that the customer is a merchant, a legal entity under public law, or a special public fund. In any case, Connect One is also entitled to sue the customer at its general place of jurisdiction.

21. Legal Remedies

In addition to any other legal remedies, including claims for damages, Connect One is entitled to demand the performance of the contract and enforce this claim, if necessary, through judicial performance or injunctive relief, including preliminary relief, to defend against or pursue violations of the provisions of the contract and these terms and conditions by the customer.

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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

Connect One Digital AG
Stolberger Str. 90 D
50933 Cologne