General Terms and Conditions of Business
of QM SOFTWARE GmbH

for professional services ("pro services")

§ 1   Terms and Conditions: Scope

These terms and conditions apply to the professional services we offer in connection with our modular quality management and company management software (QMSpot) and are only intended for entrepreneurs.

§ 2   Subject matter of the contract

2.1   We provide the following professional services related to our modular quality management and enterprise management software (QMSpot) to the extent agreed with the customer against payment of the agreed fee. The following services are included:

- We shall provide the predetermined QMSpot modules as a web application for use by the customer as "Software as a Service (SaaS)" for the number of users agreed upon, cf. also § 3; using an Internet browser, the customer will call up a website named by us, via which the customer's registered users can log in, call up and use QMSpot. The duration of use depends on the content of the contract (fixed contract term or indefinite use);

- We provide the customer with storage space on a cloud server in the European Union. The data generated during or through the use of QMSpot are stored there. We back up the stored data as follows: Daily, monthly and annual backups are created. The daily backups are kept for 29 days, the monthly backups are kept for 11 months. Annual backups are kept until the end of the contract term.

- We update the QMSpot software and make it available to the customer for use to the agreed extent after internal release. We check automatically reported errors in the software. We are also entitled to forward these messages to software service providers for analysis. Whenever this is intended, we will inform the client in advance. The aim is to use these data to avoid future identical errors and to create an updated software that we can make available to the customer.

- We provide support for QMSpot and the hardware leased to the customer, cf. § 4. Under other circumstances, § 7 applies.

- This being the content of the agreement:

    o We provide the customer with the agreed rental item (hardware, sensors or similar devices, hereinafter collectively referred to as "hardware") on a permanent basis (sale) or on a rental basis;

    o We support the customer with additional services ("onboarding") when the customer starts using QMSpot e.g. by setting up the QMSpot software (user installation, access authorization or similar items), training, instructions, setting up the hardware etc.; this is done online / via video conference tool or remote maintenance.

2.2 The services shall be provided at the registered office of QM SOFTWARE GMBH. The services are provided by remote maintenance. If an on-site service is absolutely necessary or requested by the customer, this will be based on a separate order placed by the customer.

2.3 If necessary, these services will also be provided by third party service providers. Should this be intended, we will inform the client in advance.

2.4 A user manual will not be made available. Instead, the customer will receive access to the QMSpot online help center, where the customer can view videos, instructions and FAQs about QMSpot.

§ 3 Provision of QMSpot, storage space, connection, usage rights

3.1 We shall keep the QMSpot software ready for use by the customer on cloud servers of our choice as of the agreed time. The software and the storage space shall be available to the Customer Monday to Friday between 6am and 9pm (CET/CEST), provided that no urgent maintenance work is to be carried out. Normal maintenance work is carried out from 9pm (CEST) - 6am (CEST). We will inform the client's admin about any upcoming maintenance work.

3.2 We provide the customer with the access data for his admin accounts with an initial password. The customer can use this to create the agreed number of user accounts in QMSpot himself. The customer shall immediately replace the initial passwords with passwords known only to him. This is possible through the backend of the software. If desired, we can support the customer in setting up the application. This support costs a separate fee.

3.3 We shall provide storage space on the server to the agreed extent as of the agreed date. We back up the web application and the application data stored by the customer on the provided storage space on a regular basis, at least every calendar day, cf. § 2. The customer is responsible for compliance with retention periods under commercial and tax laws.

The transfer point for QMSpot and the application data is the router output of the provider's data centre. The customer is responsible for the establishment and maintenance of the internet/telecommunication connection between the customer and the transfer point.

3.4 Upon commencement of the contract, we grant the customer simple rights of use to QMSpot for the agreed number of Named Users during the term of the contract ("licence"). The identity of the Named User shall be recorded by the Client. A Named User may not be used by several actual users. The customer is entitled to exchange Named Users if and when the previous user no longer uses the QMSpot software for the customer permanently or temporarily (at least 1 week). The customer may only use the application for his own business activities and through his own personnel. If the number of users increases, the customer shall indicate this so that activation and invoicing can take place in accordance with the valid price list.

3.5 The customer has no right to install the QMSpot software himself. He shall not receive a duplicate (copy) of the software. The software shall not be transferred / handed over permanently, neither in the object code nor in the source code.

§ 4 Support, other services, changes to the software

4.1 As part of the support, the customer receives access to the QMSpot online help centre. Here the customer can use videos, instructions and FAQs on QMSpot as well as contact support. Service is provided Mondays to Fridays, excluding national holidays, holidays at the Provider's registered office, Christmas Eve, New Year's Eve, Shrove Monday, All Saints' Day, between 8 a.m. - 4 p.m. (CEST), hereinafter also referred to as "Service Hours".

4.2 If and insofar as the provision of a new or modified program version requires an amendment in the functionalities of QMSpot, supported work processes of the customer and/or restrictions in the usability of previously generated data, we will inform the customer in text form at least six weeks before such a change takes effect. If the customer does not object to the amendment in text form within a period of two weeks from receipt of the amendment notification, the amendment shall become part of the contract.

The provider shall grant the customer the same rights to new programme versions as those for the previous programme version. If the provider is not in a position to do so, e.g. because a third party manufacturer whose work results were previously used has changed the terms of use, the provider shall inform the customer of this and submit proposals for solutions. The provider is not obliged to procure new licences free of charge in order to enable the customers to use them analogously to the previous conditions.

§ 5 Hardware

5.1 If a hardware purchase and / or hardware rental is agreed upon, we deliver the agreed hardware to the customer. A setup / connection of the hardware to QMSpot is subject to order.

5.2 Insofar as we sell the hardware to the customer, the guarantee period against defects in the hardware shall be 1 year. Clause 7.1 shall apply accordingly. If we are unable to remotely troubleshoot the hardware reported as defective, the customer shall send it to us for error checking.

5.3 Should we lease the hardware, we shall, at our own discretion, exchange the hardware for a new device of the same type, insofar as this is necessary to maintain the previous purpose of use. This is particularly the case if the manufacturer no longer updates the operating software.

5.4. The customer shall treat the rented hardware with care and protect it from damage. The customer shall follow the manufacturer's maintenance, care and operating instructions, in particular the instructions contained in the operating manual and documentation provided, to the best of his ability. Markings on the hardware, in particular signs, numbers or inscriptions, may not be removed, changed or made unrecognizable. Installing the hardware at a location other than the one specified in the contract requires our prior consent. We will refuse this only if there are reasons that make the implementation unreasonable for us. We may require that any transport and reinstallation be carried out by qualified persons only. The customer shall bear the expenses and consequential costs associated with a change of location as well as any additional costs for maintenance and support that may have arisen as a result thereof.

§ 6 Duties and obligations of the customer

The customer will fulfill all duties and obligations that are necessary or customary for the execution of the contract. In particular, he will

- keep secret the usage and access authorizations assigned to him or to users, along with any identification and authentication safeguards, protecting them from access by third parties and not passing them on to unauthorized users. This data shall be protected by appropriate and customary measures. The Customer shall inform the Provider immediately if there is any suspicion that the access data and/or passwords may have become known to unauthorized persons;
- create the agreed access requirements;
- provide us with remote access to the leased and / or sold hardware and QMSpot in order to facilitate updating the respective software and, if necessary, system settings;
- grant us access to the IT system so that we can provide of our services. If access takes place without simultaneous presence or control (a customer employee accompanies the

remote maintenance), we shall inform the customer by e-mail of the measures we have taken and subsequently report, also by e-mail, on their completion.

- provide us with access to the leased and / or sold hardware via remote maintenance in case the customer reports a hardware failure.
- not grant any unauthorized third party access to QMSpot;
- use the QMSpot checklists, QMSpot drawings, QMSpot tables only as intended; the production of duplicates / copies of these integrated works is only permitted for the documentation and proof of the hygiene measures. Passing on to third parties outside of this purpose of use is not permitted.
- if and to the extent that the technical possibility to do so is made available to him by mutual agreement, regularly back up the application data stored on the server by means of downloading; this shall not affect our obligation to back up data, pursuant to § 1.
- send us hardware reported as defective if the fault cannot be clarified via remote maintenance;

§ 7 Malfunctions, claims for defects, liability

7.1 Reporting faults and defects, testing

The customer shall report to us any malfunctions occurring in the services specified in § 1. This is possible through our ticket system, chat, e-mail, support form or a callback service, cf. our online help center.

The customer shall give us the opportunity to inspect and rectify the fault. We may choose how to rectify the fault and shall endeavor to rectify it within a reasonable period of time. In doing so, the effects of the malfunction and the urgency indicated by the affected customer shall be taken into account. If the disruption cannot be eliminated with reasonable effort, a workaround will be examined and implemented if this is possible with reasonable effort and is reasonable for the customer.

Should third parties be involved in the provision of services, we will also request them to check and, if necessary, rectify the reported fault.
We will inform the customer electronically or by telephone about necessary measures.

7.2 Storage space, telecommunication connection

With regard to the provision of storage space on the server, we do not assume any strict liability for initial defects of the server. The same applies to initial defects of QMSpot and the leased hardware.

We assume only limited liability for interruptions, malfunction or other harmful incidents caused by our telecommunication services or those of third parties for which we are liable. Our liability goes only as far as the recourse available to us against the telecommunications service provider in question. We are not liable for the functionality of the internet connections to the provided servers, in case of power failures and in case of failures of servers that are not within our influence. The above limitations and exclusions shall not apply to damage caused by us through gross negligence or intent or for which we have assumed a guarantee covering the breach of duty.

7.3 Defects in the leased hardware and QMSpot

7.3.1 There shall be no reduction of the agreed remuneration attributable to the use of the software in the event of an initial or subsequent defect in the software. The same shall apply to defects in the leased hardware.

7.3.2 The customer cannot make a claim for damages caused by a defect in the software and the leased hardware. This does not apply,
- for any culpable injury to life, body or health,
- in the event of intent or gross negligence on the part of the provider,
- if we have fraudulently concealed the defect / malfunction,
- if we have assumed a guarantee for the performance and the defect is covered by the guarantee;

7.3.3 The customer's claims for rectification of faults/defects, supplementary performance, reimbursement of futile expenses and compensation for damages due to a defect shall become statute-barred after 12 months. This does not apply,
- for any culpable injury to life, body or health,
- in the event of intent or gross negligence on the part of the provider,
- if we have fraudulently concealed the defect,
- if we have assumed a guarantee for the performance and the defect is covered by the guarantee;

7.3.4 Termination by the customer pursuant to Section 543 (2) Sentence 1 No. 1 of the German Civil Code (BGB) due to failure to provide use in accordance with the contract is only permissible if we have been given sufficient opportunity to remedy the defect and this has failed. The rectification of defects shall only be deemed to have failed if the rectification is impossible, if we refuse to rectify the defect or if it is unreasonably delayed, if there are reasonable doubts as to the prospects of success or if the customer cannot reasonably be expected to wait further for other reasons.

7.3.5 If the customer makes changes to the hardware or has changes made to the hardware without our consent, the customer shall have no rights related to defects in the hardware unless

the customer can prove that the changes do not cause us unreasonable inconvenience to analyze and eliminate the defect. The rights of the customer due to defects remain valid when the customer is entitled to make changes, in particular within the scope of exercising the right of self-remedy according to § 536a para. 2 BGB (German Civil Code), and the changes have been carried out professionally and documented in a comprehensible manner.

7. 4 Data backup deficiencies

The limitation period for defects in data backup is 2 years. This does not apply if we have fraudulently concealed the defect.

§ 8 Delays

We shall not be in default if unforeseen obstacles occur, e.g. operational disruptions, insofar as such obstacles demonstrably have a significant influence on the fulfillment of the contract and are not attributable to us. This shall also apply if such circumstances arise with our subcontractors. Dates affected by such circumstances shall be postponed appropriately in accordance with the duration of related measures and obstacles. We shall not be responsible for the aforementioned circumstances even if they arise during an already existing delay.

An unforeseen obstacle can also be a pandemic and / or new disturbances caused by a pandemic already known / prevailing at the time of the conclusion of the contract. The effects of a pandemic may also constitute unforeseen obstacles within the interpretation of this paragraph, e.g. quarantine obligations on the part of our employees, unforeseen long-term illnesses, absences due to illness and / or delays in the provision of services due to home office work or other circumstances made more difficult by the pandemic over which we have no control, e.g. contact bans, cancellation of personal meeting appointments / workshops, release of employees for childcare due to unavailability of kindergartens, schools and other childcare facilities. We will inform the customer of any obstacles that occur and their likely effects and submit a proposal for a solution.

§ 9 Fees, price increases, changes

9.1 The remuneration for the services to be rendered by us will be according to the agreement reached. The named monthly fees are due on a monthly basis starting from the moment the access data to QMSpot are made available. They are to be paid along with VAT in the respective statutory amount. The purchase price of the hardware is to be paid upon delivery.

The remuneration will be due in advance on the third last working day of the respective preceding calendar month.

9.2 If we provide onboarding services subject to remuneration as agreed, the remuneration agreed for this shall be due upon provision of the service. If the service is rendered in part or successively, the partial service rendered shall be due for payment when it is rendered.

9.3 We are entitled to increase the fee for current services (use of QMSpot and modules, data storage, support, hardware rental) for the first time after the expiration of 12 months from the start of the contract, with a 6-week notice in writing at the beginning of the month that follows. The customer has the right to terminate the contractual relationship within a period of 1 month after receipt of the written notice regarding the price increase.

9.4 We provide other services on a time and material basis or at a flat rate according to our current price list.

9.5 If the number of price-forming factors (module selection, number of users) changes, the remuneration will be adjusted *pro rata temporis*.

9.6 If the customer requests the provision of a service on site or if this becomes necessary for other reasons, we will try to comply with this. We charge travel costs of 0,99 € / km plus out-of-pocket expenses, overnight stay or train/flight ticket 2nd class.

§ 10 Liability

In the absence of any other contractual liability agreement, the following provisions shall apply to all statutory and contractual claims for damages, indemnification and reimbursement of expenses of the customer:

If we violate an obligation due to slight negligence, our liability shall be limited to 10 times the annual fee agreed in accordance with § 9. Deviating from this:
   a) If this 10-fold annual remuneration is less than €30,000, our liability is limited to €60,000.
   b) If this 10-fold annual remuneration amounts to €30,000 or more and less than €100,000, our liability is limited to €100,000.

§ 11 Terms of contract, termination rights, export of data, return of hardware, compensation for damages

11.1 If we have agreed a fixed contract term with the customer, the contract shall be extended by the period of the initial term if neither contracting party has duly terminated the contract with a notice period of 3 months. Sentence 1 shall apply accordingly to the extension period.
If no fixed contract term has been agreed on, the contract shall run for an indefinite period. This can then be terminated by either contracting party with a notice period of 1 month to the end of the month.

11.2 The right to extraordinary termination remains unaffected.

11.3 The termination must be in writing.

11.4 Access to QMSpot shall be deactivated upon termination of the contract. Likewise, the storage space provided is no longer accessible to the customer upon termination of the contract. The data stored there by the customer during the term of the contract will be deleted 1 month after the end of the contract. The apps stored on the end devices can no longer be used after termination of the contract. During the term of the contract, we will enable you to download, in a common data format, the data stored on the storage space made accessible to you. There shall be no further claims to the transfer of all application data to a permanently readable mobile and audit-proof data carrier or similar device.

11.5 Upon termination of the contract, the leased hardware shall be returned to us in proper condition. All provided manuals and documentation must also be returned. At the time of returning the hardware, a protocol will be drawn up, in which any existing damage, incompleteness and defects of the hardware will be noted down.

11.6 In case of damage or missing parts of the hardware the following applies:

- If the rented hardware is damaged while in possession of the customer, we are entitled to reimbursement of the repair costs. In addition, the customer is obligated to compensate us for any loss of rental income incurred during the repair period. If repair is not possible, takes a long time or is not feasible, we are entitled to compensation in money (difference in the value of the item in undamaged condition compared to the damaged condition). Contractual wear and tear does not translate to damage to the item.
- in case of missing parts: The customer will reimburse the cost of obtaining new missing parts, taking into account the age of the returned rental item. In addition, the customer shall reimburse us for the loss of rental until receipt of the replacement part and its installation.

Alternatively, we are entitled to the applicable statutory claims.

Unless otherwise agreed in the rental agreement, the provider shall bear the costs of dismantling, packing and return transport of the rental items.

§ 12 Order processing

Owing to the processing of personal data in connection with the execution of the contract, the contracting parties shall conclude a separate order processing agreement.

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Blocksbergstraße 183	Mail: info@qmspot.com	IBAN: DE92 5919 0000 0126 4670 01	Registration number: HRB 284652	Timo Müller
66955 Pirmasens, DE	Web: qmspot.com	BIC: SABADE5SXXX	Sales tax identification number: follow soon	Peter Scharf

§ 13   Applicable law, place of jurisdiction, miscellaneous

The laws of the Federal Republic of Germany apply. The UN Sales Convention will not be considered applicable. If the user is a merchant, the exclusive place of jurisdiction for disputes arising from or in connection with this contract is Munich, Germany. Should individual provisions of this contract become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. There are no ancillary provisions outside this contract and its annexes. Amendments or supplements to this contract and its appendices must be made in writing to be effective. This also applies to the waiver of the requirement to provide all documentation in text form.

If, in the practical application of this contract, gaps arise which the contracting parties have not provided for, or if the invalidity of a provision is established in a legally binding manner or by both contracting parties in agreement, they undertake to fill or replace this gap or invalid provision in a factual and appropriate manner oriented to the economic purpose of the contract.

General Terms and Conditions (GTC)

for the "IoT Data Connect" add-on option

(in short "GTC IoT Data Connect")

§ 1   Scope of the General Terms and Conditions,

These General Terms and Conditions apply to IoT Data Connect services offered by the company QM SOFTWARE GmbH. The company QM SOFTWARE GmbH is hereinafter also referred to as "QM SOFTWARE GMBH" or "we" or "us".

§ 2   IoT Data Connect performance, transmission requirements, deployment abroad.

1. The IoT Data Connect Service is a paid additional service of QM SOFTWARE GMBH. The Customer acquires from QM SOFTWARE GMBH against payment of a separate fee a hardware with which the Customer can access the IoT Data Connect Service. With this service, the customer can transmit data to the QMSpot cloud. To enable the transmission, QM SOFTWARE GMBH inserts a SIM card required for the provision of the IoT service into the purchased hardware and provides further services itself and through third parties to make the IoT connectivity available to the customer.

2. The data transfer takes place when

- the Customer uses the hardware approved by QM SOFTWARE GMBH and provided to the Customer at a location within the Federal Republic of Germany where there is 3G network mobile coverage by Vodafone,
- the mobile network is active,
- the customer activates the sensor und
- the customer has a valid professional usage contract with QM SOFTWARE GMBH QMSpot Cloud.

3. In the absence of a cellular connection, the data -- up to a maximum of XX MB -- is temporarily stored in the sensor's memory for a period of 14 days,. As soon as a connection to the QMSpot Cloud is established, the data is transferred.

4. The data throughput achieved depends on the availability and resilience of the radio network. Throughput is provided on a best-effort basis and it is expected that the throughput for the services offered will correspond to an average of around 24 kilobits per second.

5. If the SIM card establishes a connection to a foreign mobile network, higher data transmission costs are likely to incur, which will be charged to the customer. Dial-up to a foreign mobile network is not displayed separately. No data roaming caps are set up by default. The customer does not receive automatic messages or notifications about the volume used.

§ 3 QM SOFTWARE GMBH services

1. QM SOFTWARE GMBH temporarily provides the Customer with a SIM card during the term of the contract and installs it in the hardware ordered separately by the Customer from QM SOFTWARE GMBH. QM SOFTWARE GMBH also activates the SIM card and the services necessary for the transmission of the measured values on the agreed date. QM SOFTWARE GMBH makes the IoT services available to the customer according to § 2 in order to transmit the data in QMSpot. The hardware automatically sends the data cached for transmission to the QMSpot cloud at certain time intervals.

2. QM SOFTWARE GMBH plays released updates or upgrades for the SIM cards, if this is necessary for the provision of certain functionalities, for copyright reasons or for the purpose of compliance with legal provisions. If due to this or due to other events an impairment of the functionality of the SIM cards has occurred or will occur for legal or technical reasons, QM SOFTWARE GMBH will inform the Customer in advance. If functions essential to the contract are or become adversely affected and the intended use of the SIM card is no longer possible or is seriously impaired, the customer shall have the right to terminate the contract early.

3. If malfunctions of the IoT Services occur, QM SOFTWARE GMBH will receive and check the Customer's malfunction reports during business hours. QM SOFTWARE GMBH informs the customer about the progress of its fault check and the initiated measures by e-mail or by telephone.

§ 4 Obligations of the customer, daily data verification

1. The customer uses the provided SIM card only with the provided hardware and / or with QM SOFTWARE GMBH approved hardware for the transmission of the data measured in the hardware to the QMSpot cloud.

2. The customer uses the hardware with the integrated SIM card only in the Federal Republic of Germany. If the card makes a connection to a foreign mobile network, higher data transmission costs may arise. The usage abroad is not technically blocked. QM SOFTWARE GMBH is entitled to charge the customer for the increased costs due to use outside of Germany.

3. The customer shall not remove the SIM card used in QM SOFTWARE GMBH's hardware. The customer will refrain from anything that restricts, prevents or endangers the billing of data transmission volumes. In case the SIM card does not work properly or QM SOFTWARE GMBH suspects that it does not work properly, QM SOFTWARE GMBH is entitled to replace it.

4. The customer is obliged to check daily whether the data of the previous day have been transferred completely and correctly into his/her QMSpot account.

5. The customer may not use the SIM card for the transmission of voice data including VOIP.

6. The customer will refrain from

- modifying, adapting, altering, translating or creating derivative works from the SIM card,
- sublicensing, leasing, renting, lending or otherwise transferring the SIM card to third parties,
- reverse engineering, decompiling, disassembling or otherwise attempting to determine the source code or object code of the SIM card or software running on the SIM card,
- reselling the QMSpot services of the add-on option, from providing or allowing third parties to remotely access the services or from using the SIM card for the development of the SIM card-like product lines, from using the SIM cards for purposes other than for the services related to the subject matter of the contract and the agreed applications.

§ 5 Fees, price increases, changes

1. The fee for the IoT add-on option is based on the agreement reached. The specified monthly flat rate is due per month after conclusion of the agreement from activation of the SIM card and is payable along with VAT at the statutory rate applicable in each case. The remuneration includes a data transfer of 5 MB per month. If the 5 MB is exceeded, a fee of 5 € per additional 5 MB or part thereof shall be due and payable as of the next calendar month;

2. Remuneration shall be due in advance on the third last working day of the respective preceding calendar month.

3. We are entitled to increase the fee for the first time after the expiry of 12 months since the beginning of the contract by giving 6 weeks' notice in text form at the beginning of the following month. The customer has the right to terminate the contractual relationship within a period of 1 month after receipt of the announcement in text form due to the price increase that has taken place.

4. If the SIM card connects to a foreign mobile network, higher data transfer costs are likely to incur and will be charged to the customer.

5. We provide other services on a time and material basis or at a flat rate according to our current price list.

6. If the number of price-forming factors (for example, the number of SIM cards) changes, the remuneration will be adjusted pro rata temporis.

7. If the customer wishes a service to be provided on site or if this becomes necessary for other reasons, we will try to comply with this. We charge travel expenses of 0.99 € / km plus expenses, overnight stay or train / plane ticket 2nd class.

§ 6 Verzug

1. We shall not be in default if unforeseen obstacles occur, e.g. operational disruptions, insofar as such obstacles demonstrably have a significant influence on the fulfillment of the contract and are not attributable to us. This shall also apply if the circumstances occur at our subcontractors. Deadlines affected by this shall be postponed appropriately in accordance with the duration of such measures and obstacles. We shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay.

2. An unforeseen obstacle can also be a pandemic and / or new disturbances due to a pandemic already known / prevailing at the time of contract conclusion or war-like unrest (Ukraine conflict). The effects of a pandemic or war-like unrest may also constitute unforeseen obstacles within the meaning of this paragraph, e.g. quarantine obligations on the part of our employees, unforeseen longer-term illnesses, sickness-related absences and / or delays in the provision of services due to home office work or other circumstances made more difficult by the pandemic that are beyond our control, e.g. contact closures, cancellation of personal meetings / workshops, leave taken by employees for childcare due to unavailability of kindergartens, schools and other childcare facilities. We will inform the customer about any obstacles that occur and their likely effects and propose a solution.

§ 7 Liability

In the absence of any other contractual liability agreement, the following provisions shall apply to all statutory and contractual claims for damages, indemnification and reimbursement of expenses of the customer:

If we breach an obligation due to slight negligence, liability shall be limited to 10 times the annual remuneration agreed upon in accordance with § 5. This shall not apply if we have assumed a

guarantee for this performance or if claims for damages arising from injury to life, limb or health are asserted.

§ 8 Term of the contract, return of the SIM card, compensation for damages

1. The contract runs for an indefinite period. The minimum contract term is 24 months. Both parties are entitled to terminate the add-on option with 3 months' notice, for the first time at the end of the minimum contract term and thereafter at the end of each additional contract year. After expiry, the customer must return the SIM card to us at his own expense within 2 weeks.

2. The right to extraordinary termination remains untouched.

3. In case of return of a damaged SIM card, the following applies:

If the SIM card is damaged upon return, we are entitled to reimbursement of the repair costs. In addition, the customer is obliged to compensate us for the loss of use incurred during the repair period. If repair is not possible, takes a long time or is not feasible, we are entitled to monetary compensation (difference in the value of the SIM card in undamaged condition compared to damaged condition). Contractual wear and tear does not constitute damage.

4. If the customer is in default with the return of the SIM card, we may claim damages in lieu of return.

§ 9   Applicable law, place of jurisdiction, miscellaneous

1. The law of the Federal Republic of Germany shall apply. The validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

2. If the user is a merchant, the exclusive place of jurisdiction for disputes arising from or in connection with this contract is Munich, Germany.

3. Should individual provisions of this contract be invalid or unenforceable, this shall not affect the validity of the remaining provisions. There are no collateral clauses outside this contract and its annexes. Amendments or supplements to this contract and the appendices must be made in text form to be effective. This shall also apply to the waiver of the text form requirement.

4. If, in the practical application of this contract, gaps arise which the contracting parties have not provided for, or if the invalidity of a provision is established in a legally binding manner or by both contracting parties in agreement, they undertake to fill or replace this gap or invalid provision in a factual and appropriate manner oriented to the economic purpose of the contract.