

A General provisions

A1. Scope and exclusivity

- 1.1. These general terms and conditions (the “GTC”) shall govern the legal relationship between Wireless Logic mdex GmbH (“mdex”) and the customer. They shall apply to the sale and lease of hardware (the “Object of the Lease”) and services to be rendered by mdex.
- 1.2. These general terms and conditions shall only apply to customers who are entrepreneurs within the meaning of Section 14 of the *Bürgerliches Gesetzbuch* (the Civil Code, “BGB”), legal entities under public law, or investment funds under public law (collectively: “Entrepreneurs” for the purpose of these general terms and conditions).
- 1.3. Unless explicitly agreed otherwise, these general terms and conditions shall serve as a master agreement not only for the contractual relationship in which they have been incorporated, but also for any future contracts of the same type, without being referred to again in each individual case.
- 1.4. Any deviating, conflicting, or supplementary general terms and conditions of the customer shall not become part of the agreement even if we are aware of them, unless their validity is explicitly confirmed.
- 1.5. Any deviating ancillary agreements and any earlier agreements concerning the contractual relationship are hereby rendered ineffective, unless explicitly agreed otherwise.

A2. Contract formation

- 2.1. mdex shall only accept orders from companies within the meaning of item A1.2 of these GTC. It reserves the right to demand appropriate substantiation.
- 2.2. The illustration of products in mdex’s online shop shall not constitute a legally binding offer. It is merely a non-committal online catalogue. The customer submits an offer for formation of a corresponding contract between mdex and the customer with its order. The customer shall be bound by its offer for a period of four working days (Monday to Friday). mdex may accept the offer in writing within this period (e.g. by means of an order confirmation in text-form (*Textform*)) or by executing the order. The automatic email from mdex to confirm receipt of the customer’s order shall not constitute any declaration of acceptance for the purpose of contract formation.
- 2.3. mdex shall have the right to withdraw from the contract if it is unable to render contractual services for reasons that are outside of its sphere of control, in particular if mdex does not receive deliveries in time by a corresponding covering transaction. In this case mdex shall inform the customer of this without undue delay and shall reimburse any consideration already paid by the customer without undue delay.

- 2.4. Only the product description agreed between mdex and the customer shall be deemed to be the contractually agreed quality of the goods. Public statements, recommendations, or advertising shall not constitute any contractual statement on the material quality of the goods.
- 2.5. Unless explicitly agreed otherwise in writing, the samples mdex provides to the customer before or due to contract formation shall merely be illustrative samples that reflect the approximate nature of the goods. Specific characteristics of the subject matter of the contract are neither warranted by this on the side of mdex nor contractually agreed.

A3. Payment terms

- 3.1. Payment shall be due immediately upon invoicing.
- 3.2. The customer shall automatically enter default without prior reminder if the invoice is not settled within 30 days of the invoice date.
- 3.3. If the customer enters default, any outstanding amount shall bear interest – subject to assertion of further default damage – at the statutory default interest rate applicable from time to time in accordance with Section 288 (2) BGB.

A4. Partial delivery

- 4.1. mdex shall have the right to make partial deliveries in the case of a contract for the delivery of several articles and if this is possible and reasonable for the customer based on the circumstances recognisable for mdex at the time of contract formation.
- 4.2. The customer shall not unreasonably refuse any partial deliveries made by mdex.

A5. Ownership proviso

- 5.1. The delivered goods shall remain the sole property of mdex until all claims from the underlying contract have been settled in full.
- 5.2. Pledging, transfer to third parties by way of security, or any other unauthorised disposals to the detriment of the title of mdex shall not be permitted. The customer must inform mdex without undue delay in writing of any corresponding facts and circumstances so that mdex can assert its title.

A6. Offsetting/right of retention/assignment

- 6.1. The customer shall only have a right to offset against any claims of mdex if the customer's claim to be offset is based on the same contractual relationship (identical customer number) and has been judicially determined or is undisputed.
- 6.2. A retention right against any claims of mdex must only be exercised if the customer's claim is based on the same contractual relationship (identical customer number) and has been judicially determined or is undisputed.
- 6.3. Any assignment or transfer of claims, rights, or duties arising from the respective contractual relationship by the customer shall require the prior written consent of mdex. mdex shall not unreasonably refuse such consent.

A7. Obligations and duties of the customer

- 7.1. The customer is obligated to provide mdex with truthful information on its data.
- 7.2. The customer must report any changes to its name, company name, mailing or billing address, email address, bank details, and any fundamental changes to its financial situation (e.g. application for the initiation of bankruptcy proceedings, foreclosure) to mdex without undue delay.
- 7.3. The customer shall be liable for regularly checking the email account provided upon contract formation and for keeping the account ready for incoming emails from mdex.
- 7.4. The customer shall be obligated to keep all personal passwords and access data to the mdex systems secret and prevent third-party access to them. This shall not apply to passwords for the "mdex.web.direct" service.
- 7.5. If the customer breaches any of its duties from these GTC, mdex shall have the right to take all necessary steps to remove an abuse, including blocking in accordance with item B12 and termination in accordance with item B6 of these GTC.
- 7.6. The customer must not misuse the Object of the Lease, access to the services, or the services as such. It shall in particular be obligated to not transmit any malicious software, unsolicited advertisements, chain letters, or any other harassing messages, and to not violate any rights of third parties, in particular any property rights (e.g. copyright and trademark rights).
- 7.7. The customer shall have the right to allow third parties to use its connection. The customer shall remain the sole contracting partner of mdex in this case. The customer shall be liable for the conduct of any third parties it has attributably allowed to use of the connection to the same extent as for its own conduct. Third parties within the meaning of this provision shall include any affiliated companies within the meaning of Sections 15 et seq. of the *Aktiengesetz* (the German Stock Corporation Act).

- 7.8. The customer's liability towards mdex shall be in accordance with statutory regulations unless explicitly agreed otherwise in these GTC.

A8. Warranty

- 8.1. The inspection and complaint obligations of Section 377 of the *Handelsgesetzbuch* (the Commercial Code) shall apply.
- 8.2. The customer must report any defects in a comprehensible manner, including any information required for identification and analysis of the defect. If possible, in particular the work steps that brought about the defect, the manner of occurrence, and the effects of the defect shall be described. The customer shall also support us in elimination of defects to the extent that is necessary and reasonable.
- 8.3. The customer shall exercise its option right concerning claims for defects within a reasonable deadline. This deadline shall generally be two weeks from the time at which the customer could have become aware of the defect.
- 8.4. The period of limitation for defects of material and defects of title shall be one year from the start of the statutory period of limitation, in deviation from Section 438 BGB.

A9. Liability

- 9.1. The liability for intentional or grossly negligent action shall be subject to the statutory provisions, unless otherwise provided for below.
- 9.2. Liability for simple negligence shall be excluded with the exception of item A9.3.
- 9.3. In the event of negligent breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations shall be such obligations that are essential for proper execution of the contract and compliance with which the injured party may regularly rely on.
- 9.4. The limitation period for claims under item A9.3 shall be one year.
- 9.5. The above shall explicitly be without prejudice to any claims arising from culpable injury to body, health, or life, from the assumption of any guarantee as well as from the *Produkthaftungsgesetz* (the Product Liability Act).
- 9.6. Liability shall be excluded apart from this.

B. Supplementary provisions for lease and services

B1. Hardware lease

- 1.1. mdex shall provide the customer with the devices, including any agreed accessories and configuration, for use. It shall maintain these during the term of the lease to the extent that any faults occurring have developed in proper use.
- 1.2. The customer shall be responsible for setting up, installing, and operating the Object of the Lease. It shall ensure that this is done in correspondence with the legal requirements and any technical regulations and standards applicable to the Object of the Lease.
- 1.3. The customer shall be obligated to treat the Object of the Lease with the common care and to protect it from damage. It shall be responsible for proper use and proper operation by sufficiently qualified personnel. The customer shall consider any risk, installation, and operating instructions enclosed with the Object of the Lease.
- 1.4. Markings, in particular stickers, serial numbers, or the like must not be removed from the Object of the Lease, altered, or defaced. No markings that cannot be removed without residue at any time must be placed on the Object of the Lease. Any markings placed on the Object of the Lease must be removed without residue before its return.
- 1.5. The customer shall be obligated to have necessary repair work on the Object of the Lease carried out exclusively by mdex or third parties commissioned by mdex. This shall not apply if mdex culpably does not meet its obligation to perform within a reasonable and appropriate deadline or if it does so poorly.
- 1.6. The customer shall grant mdex remote access to the Object of the Lease for remote support and maintenance as far as this is technically feasible.
- 1.7. The Object of the Lease shall be the sole property of mdex. Item A5.1 shall not apply. Item A5.2 shall apply accordingly.
- 1.8. Resale or other passing on of the Object of the Lease shall not be permitted unless explicitly agreed otherwise.

B2. Return of Objects of the Lease

- 2.1. Upon termination of the lease, the respective Object of the Lease shall be returned in a condition corresponding to contractual use, including all accessories (e.g. power supply unit, network cable, brackets, instructions, etc.).
- 2.2. Unless otherwise agreed, the customer shall bear the costs for removal, packaging, and return transport of the Object of the Lease.
- 2.3. The return shipment must be addressed to our registered office in Germany: Wireless Logic mdex GmbH, Bäckerberg 6, 22889 Tangstedt, Germany.

B3. mobile services

- 3.1. mdex shall provide the customer with SIM cards for the purpose of automatic data exchange via the mobile network.
- 3.2. mdex uses the technical infrastructure of third parties (network operators) and does not operate any mobile network of its own. The services provided by mdex shall be limited to the reception and transmission area of the third party's technical infrastructure.
- 3.3. The SIM cards provided by mdex must only be used for automatic data exchange. Any other services such as voice connections, VoIP, voice mailbox, or directory assistance shall only be admissible if explicitly agreed upon. mdex reserves the right to block inadmissible services.
- 3.4. The maximum transmission rate of the SIM cards shall depend on the selected rate, the device used, the available network technology, and the technical and geographical situation at the place of use. The SIM card's transmission rate may be throttled, in particular when the respective included volume is exceeded. There may also be temporary adjustments to the transmission rate if technically required to compensate for capacity utilisation.
- 3.5. mdex reserves the right to change the number allocated to the SIM card even after its allocation to the customer as far as this is mandatory for technical reasons on the side of the network operator or due to any legal or contractual licensing requirements.

B4. public.IP service

- 4.1. mdex shall provide a public IP address that grants the customer worldwide access to the Object of the Lease or the customer's own devices within the scope of the public.IP service.
- 4.2. mdex reserves the right to check the Objects of the Lease or the customer's devices that are accessible via these IP addresses for standard passwords in order to guarantee the necessary security of the service provided.
- 4.3. The customer shall be informed of any insecure standard password identified. It shall be asked to replace such a password by a secure one within a reasonable deadline to be set by mdex.
- 4.4. mdex shall have the right to block the connection in accordance with item B.12 or to assign a secure password if the customer does not change the password within the deadline in accordance with B4.3, or if any damage has already been incurred. mdex shall inform the customer of the new password without undue delay.



B5. Service support/consulting

- 5.1. mdex shall advise and support the customer in the individual adjustment and configuration of the products. mdex shall in particular also perform software updates or configuration changes by way of remote maintenance upon the customer's request.
- 5.2. mdex shall explicitly be responsible solely for its own actions and omissions in connection with rendering of consulting services within the meaning of this item.
- 5.3. mdex shall ensure that the personnel it deploys are sufficiently qualified and that the services are rendered with the due diligence. However, mdex shall explicitly not be liable for the achievement of a specific economic or technical result on the customer's side.

B6. Term of the contract, termination

- 6.1. Unless otherwise agreed, an initial minimum term of 24 months shall apply to lease/service contracts. The notice period is one month to the end of the term. If the contract is not terminated in due time, it shall be extended by one month in each case. Termination shall require written-form.
- 6.2. The contract cannot be terminated during the minimum term. This shall be without prejudice to the right of termination for cause by either party. In particular the following reasons shall be considered cause if concerning the respective other contracting party:
 - violation of any essential contractual obligations by the other party if the violation is not remedied in spite of a warning and setting of a reasonable deadline. The warning and setting of a deadline shall not be necessary if this is unreasonable;
 - default of payment of the lease for more than two months or in an amount corresponding to the lease for two months, for more than 30 days;
 - the party's request to initiate bankruptcy proceedings, initiation of bankruptcy proceedings and the refusal to initiate bankruptcy proceedings for lack of assets;
 - initiation of liquidation.
- 6.3. If mdex terminates the lease for cause due to the customer's fault, we shall have the right to claim flat-rate compensation amounting to 75% of the monthly lease that would have been payable by the customer until the next proper termination date. The customer shall have the right to substantiate that a lower damage was incurred.

B7. Payment terms

- 7.1. The remuneration to be paid by the customer for the lease and services, or the lease fee, shall result from the respective contractual relationship. The agreed remuneration or lease is given net, excluding the applicable sales tax (*Umsatzsteuer*).
- 7.2. Unless explicitly agreed otherwise, mdex shall settle the remuneration or lease every month subsequently by way of a SEPA direct debit mandate or by invoice.
- 7.3. The customer shall be obligated to ensure that its account specified by it is covered sufficiently at the time of the direct debit to settle the invoiced amount to the extent that it has agreed to direct debiting. The customer shall reimburse mdex for any costs incurred for each unredeemed or returned direct debit for which the customer is at fault. However, mdex shall have the right to charge a net processing fee of €15 per returned direct debit in any case. The customer shall have the right to substantiate that the damage incurred was lower.
- 7.4. In the event that an invoice sent by email or – to the extent that it has been agreed to send it by mail – by mail cannot be delivered due to the customer's fault, the customer shall bear any additional costs incurred as a result.

B8. Service interruptions and troubleshooting

- 8.1. Temporary disruption or interruption of telecommunications services used by mdex to perform its contractual duties or rendered in accordance with item B3 may occur at any time for reasons that are outside of the control of mdex and for which mdex is not at fault. This shall in particular include any disruptions or interruptions due to strikes, lockouts, and authority orders as well as any general or technical disruptions and interruptions of telecommunication on the side of the network operator.
- 8.2. Faults may be reported to mdex by phone or email. Faults of the let hardware shall be remedied – to the extent that this is technically feasible – by way of a remote access (remote support). The customer's technical equipment required for remote access (e.g. an internet connection) shall not be part of these GTC. mdex shall have the right to deactivate the devices during such work.
- 8.3. If the fault of the let hardware cannot be remedied via remote access, the customer shall receive an equivalent replacement device with the same configuration.
- 8.4. If a fault of the let hardware is reported on a working day (Monday to Friday) by 1:00 p.m., the replacement device shall be dispatched on the following day. If the notification is made after 1:00 p.m. or on a day that is not a working day, the device shall be dispatched on the day following the next working day.
- 8.5. The customer must return the faulty device to the address listed in item B3.3 without undue delay after receipt of the replacement device. Mdex shall bear the shipping costs.

- 8.6. mdex shall have the right to have the services specified here rendered by third parties. mdex shall be liable for rendering of services by third parties as if for its own actions in accordance with the provisions of these general terms and conditions.

B9. Changes to the services and prices

- 9.1. mdex reserves the right to change the services rendered for the customer to the extent that mdex is also forced to do so due to changes imposed by the network operators, and provided that these are reasonable for the customer. mdex may also change the services independently of the network operators in a manner that is reasonable for the customer and, in light of potential technical changes, reserves the right to ask the customer for reasonable technical cooperation as required in the event of changes. mdex shall inform the customer of any necessary changes without undue delay.
- 9.2. mdex reserves the right to adjust the prices and remunerations in the case of a change to the sales tax (*Umsatzsteuer*) rate or to the costs for network access and use or any additional services or for services rendered by any other providers. Such a change shall occur at the time and in the amount of the respective change and provided that mdex is not responsible for these changes.
- 9.3. mdex shall inform the customer of any changes in accordance with items B9.1 and B9.2 in text-form (*Textform*) (e.g. by letter or email) no later than six weeks before they are scheduled to take effect.
- 9.4. If any changes in accordance with items B9.1 and B9.2 are unreasonable for the customer, the customer shall have the right to terminate the contract in text-form (*Textform*) without observing any period of notice, effective at the time at which the changes take effect. mdex shall specifically mention this in its information about the change. In particular such changes that include a price increase by more than 10% of the total invoice amount shall be deemed unreasonable.

B10. Defects of material

- 10.1. Our strict liability in accordance with Section 536 a (1) BGB for defects already present at the time of contract formation shall be excluded.
- 10.2. If suitability for contractual use is only insignificantly reduced, there shall be no claims due to defects of the Object of the Lease. Claims for such defects shall also be excluded to the extent that the deviation from the contractual quality is due to improper use or application of the Object of the Lease. The same shall apply to such deviations that occur due to special external influences that are not contractually provided for.

- 10.3. mdex shall have the right to remedy defects by replacing the Object of the Lease. The customer shall not unreasonably refuse its consent to this.
- 10.4. Termination by the customer in accordance with no. 1 of the first sentence of Section 543 (2) BGB due to failure to enable contractual use of the product shall only be permissible if the customer has given mdex the opportunity to remedy the defect and this has failed.
- 10.5. The customer's rights to warranty for defects shall be excluded if the customer makes any changes, or permits any changes to be made, to the Object of the Lease without our prior consent, unless the customer can prove that the changes do not have any unreasonable effect on analysis and remedy of the defect. This shall be without prejudice to the customer's rights from defects, provided that the customer has the right to make changes, in particular within the scope of exercising its right of remedying defects directly in accordance with Section 536 a (2) BGB, and provided that such changes have been performed professionally and documented in a comprehensible manner.

B11. Defects of title

- 11.1. We shall only be liable for any infringement of third-party rights caused by the Object of the Lease to the extent that the customer uses the Object of the Lease in accordance with the contract. Liability for infringement of any third-party rights shall be further limited to third-party rights within the European Union and the European Economic Area and at the contractual place of use of the service.
- 11.2. The customer shall inform us without undue delay if any third party asserts infringement of its rights by the Object of the Lease against the customer.
- 11.3. We shall procure the right to use the service for the customer at our own expense or render the service free of legal infringements if any third-party rights are infringed by the Object of the Lease. The customer's interests shall be considered appropriately.

B12. Blocking

- 12.1. mdex shall have the right to discontinue contractually agreed services, in particular to block the customer's SIM cards and to block the customer's access to the system permanently or temporarily
 - if there is any cause that gives mdex the right to terminate the contractual relationship without notice and/or if the customer is in default with the settlement of an invoice for more than 10 days after deduction of any advance payments subject to payment obligations of at least €75;

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For commercial customers exclusively

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- if there are indications that the service is being misused (e.g. if incorrect contact details are provided contrary to items A7.1 or A7.2);
- in the case of a threat to systems of mdex, in particular its data communication systems, or a threat to public safety.

12.2. mdex shall have the right to block the connection entirely, in particular to protect the customer, in the event that the customer's usage volume deviates significantly from normal usage and if there are any facts that justify the assumption that the customer would object to the increased remuneration claim (in particular if misuse is suspected).

12.3. Insofar as mdex provides voice services, emergency calls shall remain possible even after blocking in accordance with Section 108 (1) of the *Telekommunikationsgesetz* (the German Telecommunications Act).

C. Final provisions

C1. Applicable law and venue

- 1.1. The relationship between the parties shall be subject to the law of the Federal Republic of Germany. Application of the UN Sales Convention (CISG) is excluded.
- 1.2. The place of performance shall be the respective registered office of mdex.
- 1.3. The sole venue for any disputes arising in connection with this agreement is the headquarters of mdex in 22889 Tangstedt, Germany.

C2. Requirement of form

Any amendments of and changes to these general terms and conditions must be made in text-form (*Textform*) unless a stricter form is required by law. This shall also apply to the waiver of this requirement of form.

C3. Severability

If any one or several provisions of this agreement are or become void or unenforceable, this shall not affect the validity of the remaining provisions.