

User agreement

for digital applications and services of
4smartlogistics GmbH

Status: Aug. 1st, 2020

1. Scope of application:

Scope of this user agreement with 4smartlogistics GmbH (hereinafter referred to as 4SL):

In addition to hardware (tracking devices), 4SL provides network services in the **narrowband IoT and/or 2G network**. The basis for this is the network of Deutsche Telekom or its roaming partners in Europe; guaranteed availability depends on their network coverage. Furthermore, 4SL provides a cloud- or web-based service for the analysis and evaluation of the transmitted data. This data is made available via a web platform or associated "mobile applications."

This current, special user agreement regulates the use of the digital services described after the service period agreed in the contract.

All general terms and conditions of the customer are excluded and therefore not part of the contract.

2. Provisioning:

4SL provides the necessary services in their current state on a server accessible to the customer via the World Wide Web. The data is secured by a login (user name and password).

4SL may make changes to the web platform or carry out updates at any time without notice to the customer, as long as there is no significant change in functionality. As a rule, however, 4SL will announce changes in the form of updates via "release notes" about 7 - 10 days in advance.

The number of accesses (users) and, therefore, platform users per customer depends on the contractual agreement on which the provision is based. If access is provided for test purposes and free of charge, 4SL may withdraw or restrict it at any time without prior notice.

First-time passwords provided are to be changed immediately by the respective user. Passing on passwords is expressly prohibited.

3. Permitted use:

Upon full payment of the owed, contractually agreed usage fee, the customer shall receive simple, non-exclusive, non-licensable and non-transferable right of use, limited to the terms of the contract, the agreed scope of the web platform and the connectivity to their own tracking devices.

The web platform is used to analyze data (e.g. location, route, temperature, shock values) from the tracking devices, to visualize and evaluate the analysis results, and for further processing in the customer's own business processes.

The data transmitted during the contract period are the property of the customer. However, 4SL has the right and the obligation to store this data confidentially on the platform. The data will be stored and provided on the platform or in the cloud for at least 3 (three) years.

Each access may only and exclusively be used by a named natural person (named user principle). The customer undertakes and is liable for the fact that the recipient of the access data for an account uses it exclusively for their own purposes.

The customer may only use the services for their own business activities. However, users outside their own organization may, after written approval by 4SL, be included in the customer's access if this is in connection with their business processes.

Free access provided for test purposes may only be used for own commercial purposes.

The customer is not authorized to make changes to the web platform. In particular, they are not entitled to examine, decompile, break it down into components and/or use it as a basis for the creation of their own web applications by means of so-called "reverse engineering." The customer may not carry out any aggressive actions or perform any load tests with the application that would allow the application to be compromised in its performance.

The customer is liable for ensuring that the application and its data from the tracking devices are not used for illegal purposes or purposes that violate official regulations or requirements, or that corresponding data, in particular, is not created and/or stored on the server or stored locally.

4. Application data

All data that is created during the term of the contract through the permitted use of the provided application is user data. All rights to these data are exclusively entitled to the customer. The customer's user data is kept for a maximum of 36 months from the date of creation. After the end of the contract, the data will be kept for one year in order to be able to link up with existing data after any resumption of the contract. After a period of one year after termination of the contract, these will be deleted by 4SL.

Application data that is created in the course of a free trial version will be deleted after the trial access has ended. Export formats can be found in the service description, which is part of the contract. The application data is backed up daily on a server.

5. Technical requirements

The respective system requirements will be handed over to the customer in good time. The customer is solely responsible for the provision of the necessary IT infrastructure (stationary and mobile) and its configuration (e.g. pop-up management, firewall, etc.) on the customer's side, as well as for the telecommunication connection to 4SL's web platform.

4SL is responsible for transmitting the data from the tracking devices to the cloud. The devices are to be installed in accordance with the specifications on containers, frames, or loading material or other objects to be tracked, in order to ensure a trouble-free transmission of the data to the cloud.

6. Intellectual property

4SL's customer is not entitled to any rights that are not explicitly granted to the customer by 4SL in the user agreement.

These contractual agreements do not grant any property rights/intellectual property rights or comparable rights to the application. All intellectual property rights remain with 4SL even after the acquisition of the use of the application according to the contractual provision.

Furthermore, the customer is in particular not entitled to use the application outside their field of activity and the permissible legal guidelines and laws.

7. Legal consequences of infringements and liability

If a user with contractually provided access violates these provisions, 4SL may immediately block the access of all users of the customer with prior notice in written form if the violation can be demonstrably remedied by this. If the suspension has been ordered by the authorities to avert danger or to prevent danger to 4SL and its customers, notification will only be given after the suspension. If a user violates their obligations under No. 3 with contractually provided access, 4SL may immediately delete the application data affected thereby with prior notice in written form if the violation can be demonstrably remedied by this. If the suspension has been ordered by the authorities, or, to prevent dangers to 4SL and its customers, the notification will only be made after the suspension. If a user with contractually provided access violates permitted use according to No. 3, and does not remedy the violation within ten working days after a written warning by 4SL or after the violation has become known, 4SL may terminate the contract extraordinarily and without notice. If a user culpably enables the use of access by another person or accepts it with approval, a contractual penalty amounting to twice the monthly usage fee from the sum of all active tracking devices will be charged. We reserve the right to claim further damages; in this case the contractual penalty will be credited against the claim for damages. If the customer collects, processes or uses personal data, the customer is responsible for ensuring that they are entitled to do so in accordance with the applicable provisions, in particular those of data protection law, and shall indemnify 4SL against claims by third parties in the event of a breach.

If one of the customer's users violates the rights of third parties with contractually provided access, the customer shall indemnify 4SL in this respect from all claims of third parties upon first request.

Should the SIM card of a tracking module be blocked for reasons for which the customer is responsible, this is associated with costs, as is reactivating the blocked SIM card. The customer shall bear the costs.

8. Availability of the platform and data

4SL is responsible for the availability of the application and the application data at the delivery point (platform). Availability is 98% annual average, based on twenty-four hours a day, seven days a week. Excluded from availability are downtimes due to platform or software maintenance, in particular planned unavailability, which will be announced in due time, as well as times in which the application cannot be accessed due to technical or other problems that are beyond 4SL's control (e.g. force majeure, fault of third parties, no network availability, natural disasters, official closures etc.).

A prerequisite for data transmission and receipt is also the correct positioning and attachment of the tracking devices on the object to be tracked. If no data transmission is possible due to incorrect installation location, impermissible shielding, etc., this is not a defect for which 4SL is responsible. This also applies to insufficient network coverage of the mobile network partner.

In the current configuration, however, no data will be lost as a result. These are stored on the tracker and sent the next time you log on to the network.

4SL will remedy, within a reasonable period of time, defects in the application reported by the customer, as far as they are within 4SL's sphere of influence.

9. Duties of the customer

The customer shall ensure that the application is used exclusively within the scope of the permitted use according to No. 3 and shall protect this permitted use by taking appropriate and necessary measures. This applies in particular to the use of each access by only one person (named user). The customer shall inform 4SL immediately if they suspect that the access can be used by unauthorised persons. The customer shall ensure that the authorised users are bound by the provisions of this agreement. The customer shall report any impairments to the use of the software, which they believe should be remedied by 4SL, in writing to 4SL. In the notification, the customer shall describe as concretely as possible the existing impairment of use, in particular the conditions under which it occurs, as well as symptoms and effects. At best, the customer combines these with meaningful screenshots. The customer shall ensure that all rights of third parties are observed when handling the application and the data contained or created. This also includes: data protection is given the necessary attention when using the application and that all consents for data processing, if required, are obtained.

The customer shall ensure that their own backups of their application data are made at appropriate intervals. This does not affect 4SL's obligation to perform calendar day backups.

10. User fee

User fees and scope of use (number of users and scope of functionality) are contractually agreed upon or are based on the offer from 4SL. The smallest temporal billing unit is 1 month. If the service was used beyond the end of the month, this month will be fully billed. Other services such as user support or training require a separate contractual agreement if they are not already included in the offer and the order. All remuneration is owed plus value added tax at the statutory rate applicable in each case and is payable in advance for the respective agreed accounting period.

11. Data protection and security

Both 4SL and the customer shall comply with the applicable data protection regulations and shall oblige their employees and/or users employed in connection with the agreement and their execution to comply with these regulations or shall ensure that they do so. The services under this contract are provided by 4SL as commissioned data processing on behalf of the customer. The data that 4SL processes and provides from the transmission of the tracking devices is generally not personal. Should the data be linked to personal data of the customer, the customer shall bear all necessary measures in relation to this data.

The customer is the client and responsible body in terms of the Federal Data Protection Act. 4SL is obliged to keep personal data, which are processed on behalf of the customer, secret and to process them only according to the customer's instructions. Instructions must be communicated in writing in good time. 4SL will collect and use customer-related data only to the extent required for the execution of this contract. The customer agrees to the collection and use of such data to this extent. 4SL protects the provided services and systems, as well as the application data and, if applicable, other data relating to the customer or customers stored in 4SL's access against unauthorised access, storage, modification or other unauthorised access or attack of any kind.

For this purpose, 4SL takes the appropriate and normal measures that are required according to state of the art methods, including virus protection and protection against malware, as well as other safeguards including protection against intrusion. The above-mentioned obligations will continue to exist beyond the end of the contract for a further three years; personal and customer-related data will be protected for an unlimited period.

12. Warranty

4SL gives the hardware components (tracking devices) 24 months warranty starting from the start-up for function and power supply, if the operating conditions in the data sheet were kept. Warranty claims are processed in the form of a bring-in service, which

means that the customer sends the device to an address defined by 4SL and receives a replacement.

Customer claims regarding claims made for the purpose of subsequent performance, exchange,

necessary expenditures, in particular transport routes,

labour and material costs, are excluded insofar as

the expenses increase because the object of the performance

was subsequently brought to

a location other than the contractually agreed place of performance.

13. Scope of supply and services

The scope of delivery and performance of the hardware (tracking devices) is defined in the respective product description or product data sheet, which are always written in German and English, or in the language of the manufacturer.

14. Other conditions

4SL is entitled to provide the services through third parties as subcontractors. 4SL is liable for the performance of subcontractors as well as for its own actions.

Place of jurisdiction for all disputes arising from or in connection with this contract is 93413 Cham.

Should provisions of the contract be or become invalid or should a loophole be found in the contract, the validity of the remaining provisions shall not be affected. In place of the ineffective provisions or to fill the gap, an appropriate provision shall replace the ineffective provision or fill the gap, which, as far as possible, comes as close as possible to what the parties to the contract would probably have wanted according to the meaning and purpose of the contract.

The contractual relationship between the contracting parties shall be governed by German law to the exclusion of the UN Sales Convention.

4smartlogistics GmbH

[Customer]

Place/date:

Place/date:

Signature:

Signature:

Signature:

Signature: