

# General Terms and Conditions

## for IoT and Security Solutions

## I. GENERAL REMARKS

**The German version of these GTC is the only legally binding version - any translations, including this English version, are to be considered as information only!**

These General Terms and Conditions apply from 5. June 2025.

### 1 Bases

#### 1.1 Definitions

**A1** is A1 Digital International GmbH, headquartered in 1020 Vienna, Lassallestrasse 9.  
**Customer** of A1 is a company within the meaning of § 1 para. 2 Konsumentenschutzgesetz (KSchG, Consumer Protection Act).  
**Users** are employees or third parties to whom the customer allows the use of services of A1 within the meaning of these GTC  
**Product units** are the hardware components supplied by A1 with integrated SIM unit.  
**Contracting Parties** are A1 and the customer.

#### 1.2 Subject matter of these GTCs

A1 offers solutions in the area of Internet of Things(IoT Solutions), applications in the area of security as well as professional services in general.

-) IoT Solutions can include various hardware and software components and M2M (machine-to-machine) connectivity. M2M means machine-to-machine and refers to wireless or wired communication between devices or with a central control station.

-) Security solutions are intended to identify weak points or gaps in the customer's information system security and may (depending on the service description) contain suggestions for remedying them.

-) Professional Services can be offered as part of IoT and/or Security solutions. Unless expressly agreed otherwise, Professional Services shall be provided as services; so that no special work result shall be owed; the customer shall be responsible for the project and the result. The customer is obliged to pay for the services rendered at the agreed fee, irrespective of the achievement of any expected success.

The availability and owed scope of services and features as well as quality of the individual services is stipulated in the service descriptions. A1 provides its services in accordance with the following General Terms and Conditions (GTC) including the service descriptions/solution descriptions applicable to these services in their current version, as well as any written individual agreements including their appendices. Informal statements by employees (also by e-mail) are ineffective.

#### 1.3 Conclusion and duration of the contract

Unless otherwise stipulated in the agreement, the agreement enters into force upon signature by both parties or upon provision of the service by A1 after the order by the customer and is valid for an indefinite period of time with an Initial Term of 24 months from effectiveness of the contract.

If a minimum contractual commitment per SIM unit ("subscriber relationship") has been agreed, this shall apply for 24 months, unless otherwise agreed. The minimum contract commitment per SIM starts as soon as a SIM unit has been activated

#### **1.4 Ineffectiveness of verbal agreements, the customer's duty of disclosure, delivery**

The contracting parties agree on the written form for the validity of contracts. Verbal agreements do not have any legal consequences. Any abrogation from the written form must be expressly set forth in writing. A1 is also entitled to send the customer legally important declarations by e-mail or other electronic media, e.g. invoices, payment reminders or notices of termination.

The customer must notify A1 in writing immediately of any changes of its name or company, changes to his address (change of business address), changes of its billing address and any changes of its legal form, company register number, bank or credit card details, any direct debit orders and its VAT number, at the latest however within 2 weeks of the change.

The valid date in order to comply with deadlines is the date of delivery at the addressee or (e-mail) as soon as the customer can retrieve them under normal circumstances. If the customer does not disclose changes within the meaning of item 1.4 of these General Terms and Conditions or does not disclose them in good time and therefore does not receive legally important documents or informations of A1 sent to the address last disclosed by him, in particular notices of termination or reminders, the documents shall nevertheless be deemed to have been received. Invoices and reminders of A1 are deemed to have been received under the same conditions if they were sent to the billing address last notified by the customer.

In the event of a company transfer in accordance pursuant to § 38 UGB, the companies involved (sellers, purchasers) undertake to notify A1 thereof in writing without delay. If the entrepreneurs involved fail to do so, they shall be liable as joint and several debtor for all claims for payment and damages arising from the contract with A1.

#### **1.5 Security deposit**

A1 is entitled to make the provision of services dependent either on an adequate security or on an advance payment if the timely payment of claims for payment appears to be at risk. The conditions are given in particular if an extrajudicial settlement attempt is applied for, insolvency proceedings or execution proceedings are pending, have been applied for, opened or approved, liquidation proceedings have been initiated or repeated proceedings have had to be undertaken against the customer due to default of payment by the customer with cessation of the service or termination, or termination of the contract without notice. The security may be provided in the form of a cash deposit or a bank guarantee from a first-class credit institution domiciled in a member state of the European Union or Switzerland; other forms of security may be refused by A1. Any costs arising in connection with the consultation of security shall be borne by the customer.

In the event of the exercise of a right of objection pursuant to Art. § 38 Para.2 UGB on the part of the guarantor against the transfer of a security relating to the contract with A1 to the purchaser, the companies involved (seller, purchaser) undertake to notify A1 of the objection in writing, without delay.

#### **1.6 Identity verification**

A1 is entitled to demand all necessary information from the customer by submitting official documents as well as proof of the existence of signatory authority or powers of representation. Further, at the request of A1, the Customer shall be required to provide a delivery address and identify a billing address within the country or within other EU countries, as well as evidence of banking or credit card arrangements with a financial

institution permitted to operate in the European Economic Area and headquartered in an EU member state or in Switzerland.

### **1.7 Service description, availability**

The scope and quality of A1's services are regulated in the service descriptions, solution descriptions and written individual agreements.

The M2M service also depends on the quality of the network. Broadcasting and electronic communication are subject to restrictions; delays or non-delivery of SMS and/or data may occur, especially if the customer's hardware is inactive/offline.

Insofar as work necessary for maintenance is required for the avoidance of malfunctions or on official orders, services may be temporarily interrupted or restricted. In the event of planned maintenance work, A1 will inform the customer by appropriate advance notification.

A1 relies on roaming partners to provide its services outside Austria. A1 provides its best effort to provide customers with access to compatible mobile networks via roaming partners, however is not responsible for the quality of these networks.

## **2 Rights and obligations of the Parties**

### **2.1 Customer duty to cooperate**

The customer is obliged to fulfil the necessary conditions so that A1 can provide the contractually agreed services – e.g. access to premises, machines, vehicles etc. or the provision of information, insofar as this is necessary.

A1 is responsible for access to the network by activating the provided SIM units, for the proper transmission of data via the network and generally for the provision of the services as defined in the contract, provided that the customer duly fulfils his duties to cooperate.

The customer is obliged to provide all necessary technical specifications for the timely and contractually compliant provision of services. This includes, but is not limited to, technical data, interface specifications, protocols and data formats, configuration parameters, IP addressing, access to necessary technical systems, test environments and test schedules.

The customer shall designate a contact person for the duration of the cooperation and shall provide his name at the latest when this contract enters into force.

If the customer fails to fulfil his duties to cooperate in a timely manner, A1 may withdraw from the contract or suspend the provision of services after a reasonable grace period of at least 5 working days has expired. In such case A1 charges the costs for work already carried out, at the most, however, the fee intended for the establishing of the service. In addition, A1 charges the fixed monthly fees from the planned time of the provision of the service until the contract expires or the order is cancelled – however, at least a full fixed monthly fee or full monthly minimum commitment.

The customer's terminal equipment must be legally approved and must not interfere with other communications networks. In the case of terminals not tested and released by A1, A1 cannot guarantee the functioning of the services.

## **2.2 Data backup obligations of the customer**

The Customer shall take appropriate precautions himself on an ongoing basis to save his data stored in the services, in particular to apply a backup procedure appropriate to the volume and importance of the data, in particular also in the event of termination of the contract by one of the parties. A1 shall not be liable for the data deleted in the course of the termination of the contract.

## **2.3 Correcting malfunctions**

The customer must inform A1 immediately in case of malfunctions within the scope of the provision of services. A1 first checks whether the fault concerns a service component provided by A1. If the customer has connected the service components provided by A1 with his own hardware (e.g. by installation in vehicles or similar) and such a check is only possible after its prior removal, the customer must carry out the removal at his own expense in order to enable A1 to carry out the check.

The following applies to service components provided by A1:

If the customer is responsible for the fault and instructs A1 with remedying the fault, then A1 is entitled to charge a fee on a time and materials basis. In addition, A1 in any case charges the fixed monthly fees.

If the customer is not responsible for the malfunction, A1 shall remedy the malfunction free of charge within the scope of the contractually agreed warranty and guarantee provisions. In the event of a malfunction of service components which are the property of the customer and which are not remedied free of charge within the contractually agreed warranty or guarantee provisions, the parties may agree to remedy the malfunction for a separate fee.

In any case, A1 assumes no liability for any consequential costs incurred by the customer as a result of replacing or rectifying a fault.

## **2.4 Resale and a transfer of services to third parties by the customer**

The resale and/or the general transfer of services of A1 to third parties for commercial purposes by the customer is only permitted with the prior separate written consent of A1.

A1 makes no commitments as to the extent to which legal or regulatory requirements can be met on the basis of the services provided, particularly abroad. A1's support in this regard is not the subject matter of the contract.

A1 assumes no responsibility for the technical compatibility between product units and non-tested third-party end devices, e.g. sensors or other accessories purchased from third parties. A1 can therefore not make any assurances or guarantees regarding the compatibility of non-tested end devices.

## 2.5 SIM units and codes/self-administration

SIM units or SIM cards provided as part of the overall solution for IoT Solutions are and remain the property of A1 or its network partners. A1 is authorised and entitled to update the settings of the SIM units provided to the Customer at any time. The services presented and provided in the contract are only usable within the respective IoT solution. The private network is defined as a self-contained, logical network for a certain user group and is not publicly accessible. IoT Solutions do not contain public communication services. In particular, the following services are excluded from the contract: Voice telephony via VoIP, mobile box, value-added services.

The customer shall protect the SIM units provided to him from harmful influences or improper handling, store them carefully and securely and immediately report any loss, theft and any identifiable defect or damage to SIM units.

The customer shall keep all codes, such as password and user name, secret and safe and immediately change them on suspicion that unauthorised persons have gained knowledge of them or – in the case of codes that can only be changed by A1 – instruct A1 to do so immediately. The customer must ensure that a blocking option is available to his users around the clock.

If the customer is provided with a web application for the administration of his M2M services (in accordance with the service description), the customer shall keep these codes for the use of the web application secret (user name and password). These codes can be used to change settings on behalf of the customer or – insofar as included in the service description – to order additional services.

The customer shall be liable to A1 for all fees and disadvantages arising from improper storage or use for which the Customer is responsible; in particular, the customer shall be liable for all claims arising therefrom until such time as the Customer has notified A1 in writing of any unauthorised use of the SIM unit(s) and A1 has blocked the SIM unit(s).

## 2.6 Misuse

The services of A1 may only be used for the agreed contractual purpose. The customer must observe all instructions, guidelines or conditions given by A1 in this regard. The customer is solely responsible for the content transferred via his hardware. He is also liable for all claims arising from the use of the services granted by him to third parties.

It is the responsibility of the customer that the services of A1 are not misused – e.g. not

- a. for fraudulent or other criminal acts,
- b. with mobile gateways or similar configurations – unless A1 expressly agrees to this,
- c. for the transmission or storage of prohibited content – i.e. content that violates legal prohibitions or that transgress the standards of public decency,
- d. for the transmission or storage of copyrighted content if the customer does not have the necessary rights,
- e. for attempting to gain unauthorised access to other computer systems (e.g. hacking attempts, port scans).
- f. for sending unsolicited information, e.g. by SMS for direct advertising purposes or as a mass mailing ("spamming")

The customer undertakes to indemnify A1 and hold it harmless if claims are made against A1 on the grounds of civil or criminal law, in or out of court, due to the customer's abusive conduct (or due to non-compliance with relevant provisions).

The customer acknowledges that all actions taken by its employees, in particular by the admin user or by third parties using the user name and password on the SIM management platform, are legally binding and may have commercial consequences (ordering SIMs, tariff changes, etc.).

### **3. Provision and acceptance of the components**

The individual components are accepted and billed independently of one another. Agreed deadlines shall be extended and agreed dates shall be postponed by an appropriate period in the event of a temporary and unforeseeable impediment to performance for which A1 is not responsible. Such an impediment to performance exists in particular in the event of unforeseeable failure of deliveries by suppliers, or force majeure.

#### **3.1 Hardware**

With the delivery of hardware to the customer the risk and responsibility for the hardware, including administrative and functional management, are transferred to the customer's sphere. Upon full payment, the hardware becomes the property of the customer; however, this does not apply to SIM cards/SIM units which remain the property of A1 or its suppliers.

The product unit is transferred with the SIM card already activated.

Unless otherwise contractually agreed, any installation of the service (hardware) provided by A1 in an object of the customer (e.g. vehicle) is generally carried out by a specialist workshop or the customer's specialist personnel and in accordance with the specifications of A1. The basis for this are the service descriptions, user manuals and the obligatory training of the customer's specialist personnel by A1. The customer undertakes to record the installation by means of photo documentation (e.g. with the provided service app) and to forward the corresponding data to A1, otherwise the warranty obligation of A1 shall expire.

The exact delivery times for hardware derive from the contract and service description and commence with the transmission of all data necessary for implementation.

#### **3.2 Software and Professional services**

Unless expressly agreed otherwise in writing in the order, the place of performance for services that are not bound to a physical delivery or personal presence (e.g. software development, operation of the central systems, etc.) shall be determined by A1.

Insofar as a project-related delivery, implementation and acceptance procedure has been defined for software and professional services, the following shall apply subject to expressly deviating individual or priority regulations: After successful implementation and delivery, A1 shall inform the customer in writing that the software/professional services are ready for acceptance. The services are deemed to have been rendered upon complete performance and written acceptance of the service by the customer or 14 days after notification of readiness for acceptance, provided no material defects are reported. A material defect shall be deemed to exist in particular if:

- » the solution differs significantly in performance and scope from the service description
- » the contractually agreed use of the solution is contrary to the rights of third parties

Defects detected during acceptance must be remedied within a reasonable period of time. After the defects have been remedied, A1 shall once more report readiness for acceptance.

## **4 Software terms, copyrights**

### **4.1 Licence rights**

The customer is entitled to the non-exclusive and non-transferable right for the duration of the contractual relationship to use the software products provided to him in accordance with the service descriptions and – depending on the software – usage and license terms of third parties who have rights to the software for the contractually agreed purposes. In the event of culpable violation of these provisions, the customer must indemnify A1 and hold it entirely harmless.

Unless expressly agreed in the service description or otherwise contractually, it's not included that the software supplied by A1 is compatible with third-party hardware not supplied by A1 or meets specific requirements of the customer – with the exception of standard commercial software which is state on the art at the time the contract is concluded.

If the software is pre-installed on hardware or is delivered together with it, the right of use is limited to the use of the software in connection with this hardware.

The customer shall not duplicate the licensed software, modify programmes, reverse engineer them, reverse translate them or remove parts without the express consent of A1, but always subject to mandatory legal regulations.

A1 is not liable for changes to the software that it has not made, changes to the necessary system settings or application errors. The warranty and liability is limited to reproducible defects of the program functions.

### **4.2 Copyright**

Unless expressly agreed otherwise, the customer shall not acquire any rights whatsoever to software of any kind used in the course of the provision of services, regardless of whether standard applications or developed solutions are involved.

### **4.3 Documents of A1**

Offers, execution documents such as plans or sketches, samples, catalogues, illustrations and other technical documents and the like always remain A1's intellectual property and are subject to the relevant provisions regarding reproduction, imitation, competition etc.

## **5. Terms of payment, invoices, objections**

### **5.1 Tariffs**

The fee rate is in accordance with the agreements with A1 valid at the time that the service is provided. Fees are exclusive of value added tax (VAT).

### **5.2 Charges**

Hardware will be charged immediately after delivery to the customer. The delivery costs will be charged to the customer according to actual expenditure.

Regularly recurring services will be invoiced monthly (retrospectively) from implementing of the product unit, but at the latest within the month following the hardware delivery, even if installation has not taken place. The monthly basic fee is not charged pro rata. Unless otherwise agreed, invoices are issued in monthly billing periods. The payment obligation arises with commencement of the contract. If the commencement or end of the contract falls within a current billing period, A1 will charge the fixed monthly fees or monthly minimum commitment for this billing period in full, unless otherwise agreed.

Professional services are charged at actual cost. A cost estimate is expressly not to be understood as a lump sum. Professional services are invoiced immediately after performance. For activities carried out over a period of more than 30 days, partial invoices are provided on a monthly basis.

### **5.3 Index-linked price adjustments**

A1 is entitled to adjust the agreed tariffs as follows: The basic charges, the monthly fees and traffic-tariff oriented charges of A1 increase for the following calendar year in line with the increase in the consumer price index (CPI 2010 =100). The new index number then forms the basis for the new calculation of further adjustments. If the consumer price index is no longer published, its official successor or the index closest to it shall apply. A1 shall inform the customer in writing about the adjustments (e.g. via invoice printout).

### **5.4 Invoices**

Invoices will be sent in paper form to the invoicing address provided by the customer. The customer agrees to receive a copy of the invoice electronically. Reminders are sent in paper form to the customer's invoicing address. A1 reserves the right to switch to electronic invoicing at a later date.

### **5.5 Terms of payment, due date**

Claims for payment are to be paid after receipt of the invoice on the date stated in the invoice or, if this is missing, within 7 calendar days from receipt of the invoice. The amount shall be credited to A1's account by this date at the latest – irrespective of any objections to the invoices submitted.

The invoice can be paid by bank transfer, unless otherwise agreed. The customer bears all bank charges associated with the transfer, e.g. for a foreign bank transfer.

A1 is entitled to define a uniform customer number for all A1 services for the customer – also for services from different contracts. In case of doubt, payments shall be credited against the oldest debt. The customer must state the correct clearing account number and invoice number. Otherwise, A1 has to assign the payment manually, for which a handling fee will be charged on a time and materials basis. The debt-discharging effect

of the payment only occurs with the correct allocation, which, however, only applies if A1 tries to make the allocation without culpable delay.

## **5.6 Credit balance**

On termination of the contract, A1 shall also be entitled to offset the customer's existing credit balances against claims from other contractual relationships between A1 or an affiliated company within the Telekom Austria Group and the customer.

## **5.7 The customer's right to offset and retention**

The customer can only offset his claims against claims of A1 if his claims are declared by court or accepted by A1. Any right to retention is excluded.

## **5.8 Consequences of default of payment**

If the customer is in default of payment for A1's claims or third party claims that are charged on the invoice by A1, A1 shall be entitled to charge default interest. The interest rate is 12% per annum, shall however be at least 3% above the base rate of the Austrian National Bank.

The necessary and appropriate costs incurred for the intervention of lawyers and debt collection agencies shall be borne by the customer. In the event of default with his contractual obligations, the customer undertakes to reimburse all reminder and collection expenses incurred by A1, whereby the customer is obliged with regard to an engaged debt collection agency to reimburse at most the remunerations resulting from the ordinance of the Federal Minister for Economic Affairs on the maximum rates of the debt collection agencies, BGBl. No. 141/1996 as amended. With regard to an engaged lawyer, the customer is obliged to reimburse a maximum of the fees resulting from the Autonomous Fee Guidelines, AHR 1976 as amended, and from the Lawyers' Fees Act, BGBl. 1969/189 as amended. These standards are available on the Internet at [www.oerak.at](http://www.oerak.at).

## **5.9 Objections to A1 invoices**

The customer shall raise objections to invoiced claims for payment with A1 in writing within three months, otherwise the claim shall be deemed to have been accepted. If an error is discovered which could have had a detrimental effect on the customer and if the correct charge can no longer be determined, A1 is entitled to charge a lump-sum fee equivalent to the average sum of the customer's last three invoices.

If A1 has not stored any data or deleted stored data due to contractual or legal obligations, it is not obliged to provide evidence for individual data.

## **6. Warranty**

Unless mandatory law does not stipulate otherwise and nothing else has been agreed, the warranty period for such contractual services and hardware, for which statutory warranty claims exist, is one year. Batteries and battery systems are excluded; a warranty period of 3 months applies in this case. The warranty period shall commence upon handover or, if no handover takes place, upon transfer of risk. Remedies of defects or attempted improvements do not extend the warranty period.

If the warranty claim is justified, the customer may only withhold the expenditure necessary for the improvement, not however the entire invoice amount.

For software (e.g. telematics portal, mobile applications) A1 guarantees compliance with the specifications valid at the time the contract is concluded, provided that the software is used in accordance with the respectively applicable installation requirements and under the respectively applicable conditions of use. The warranty includes:

- » fault diagnosis
- » troubleshooting and fault rectification

for the duration of the warranty obligation. Fault diagnosis is based on an immediate error message from the customer or on A1's findings. Any malfunctions must be notified to A1 by the customer without delay and in detail.

The customer shall notify defects in writing without delay within the warranty period, but at the latest within three days after they become known, stating the type and extent of the defect (notification of defects). The application of §§ 924, 933b General Civil Code (ABGB) is excluded. If a notification of defects is not given or not given within time, the service shall be deemed to conform to the contract.

A1 reserves the right to fulfil the warranty claim at its own discretion by rectification of defects or replacement. In the event that subsequent performance fails, the customer's right to a reduction in price shall remain unaffected. The customer shall grant A1 the necessary time and opportunity to remedy the defect or replace defective components to an appropriate extent. If he refuses or this is lacking to an unreasonable extent, A1 is released from the warranty or the remedy of defects. A1 shall deliver the hardware components to be replaced to the original installation location and assumes no costs for their removal, installation or recommissioning.

A1 shall not be liable in any way as a result of necessary modifications, changes or adaptations to the customer's property.

A1 is not liable for the following situations:

- » Defects or damage caused by improper, careless or negligent handling, incorrect installation or defective installation by the customer or third parties,
- » for consequences due to normal and natural wear and tear,
- » improper or careless handling such as improper maintenance, unsuitable choice of installation location,
- » chemical, electrochemical or electrical interventions of any kind, unless expressly confirmed in writing by A1

## **7. Liability**

### **7.1 Prerequisites**

A1 shall only be liable for damages caused by its gross negligence or deliberately, in case of personal injury A1 shall also be liable in case of slight negligence. A1 is not liable in cases of force majeure.

Liability for loss of profit, missed savings, loss of interest, indirect and consequential damages, non-material damages, as well as damages arising from third-party claims, the possibility of establishing the desired connection at any time and for lost or altered data is excluded. A1 also assumes no liability for the content of the data transmitted by it or

for the content of data that are accessible through services of A1. The customer is liable for the contents of the data put in circulation by him.

## **7.2 Limitation of liability**

A1's liability for each damaging event is limited to the order value, but in any case to a maximum of EUR 7,000.

## **8 Suspension/interruption of services, removal**

A1 is entitled to suspend the provision of services in whole or in part if

- » the customer is in default with payment obligations towards A1 after an unsuccessful reminder with the threat of a suspension and the setting of a grace period of two weeks,
- » the customer does not or does not fully or does not duly comply with the request for security or advance payment,
- » in relation to the Customer an out-of-court settlement was applied for, insolvency proceedings are initiated or rejected due to a lack of funds to cover costs or the Customer's credit worthiness no longer exists due to other reasons and if the Customer has been unsuccessfully reminded with the threat of suspension of services upon expiry of a two weeks grace period,
- » there are reasons to suspect that the customer is fraudulently abusing the services provided by A1 or related services, or tolerating their misuse by third parties. Misuse shall also be deemed to have occurred in case of breach of Clause 2.6 or if, contrary to Clause 2.4, the customer resells or commercially transfers services of A1 to third parties without the prior consent of A1
- » the customer breaches other material contractual obligations.

A1 is entitled to charge the costs incurred for a suspension for which the customer is responsible, including the costs for reconnection.

A1 shall render the services again as soon as the reasons for the suspension have ceased to apply and the customer has reimbursed the costs of the suspension and reactivation. A suspension does not release the customer from the obligation to pay the monthly fees or the monthly minimum turnover.

## **9. Force majeure**

Any unforeseen circumstance and/or circumstances beyond A1's control and any case of force majeure which hinder, delay or make impossible the provision of services and/or compliance with the completion date (e.g. official measures, war, lockout or strike, operational or transport disruptions, refusal of delivery by suppliers, shortage of raw materials, etc.) shall entitle A1 either to withdraw from the contract in whole or in part or to postpone the date of performance appropriately, at least for the duration of the hindrance. Claims for compensation of any kind whatsoever may be not asserted on the basis of such circumstances.

## **10 Termination of the contract**

### **10.1 Termination for convenience**

Unless otherwise stipulated in the individual contract, contracts concluded for an unlimited period of time may be terminated in writing upon 3 months notice at the end of the customer's individual invoicing period, but at the earliest on expiry of any Initial Term. The individual invoicing period is indicated on the customer's invoice. Fixed-term contracts end by the expiry of time.

### **10.2 Effects of termination for convenience of the contract**

No further orders (additional SIM units, new options, changes in the scope of the contract or the charges) may be placed in the course of the contract with effect from the date of termination. An ordinary termination of the contract shall not affect the subscriber relationships (existing SIM Units) which shall remain in force until their respective termination. For the subscriber relationships already existing before the termination of the contract is effective, all contractual conditions continue to apply unchanged.

### **10.3 Termination of Subscriber relationships (single SIM Units) for convenience**

Subscriber relationships may be terminated for convenience at the end of the next month, but at the earliest at the end of the respective minimum contractual commitment, subject to one month's notice.

### **10.4 Termination for cause**

A1 has the right to terminate the contract for cause in particular if the conditions for a suspension of the service according to Clause 8 of these GTC are met. The Customer is entitled to terminate the contract for cause in particular if A1 does not comply with the contractually agreed scope of services in a material aspect despite the customer's request and the setting of a grace period of at least 30 days. The right of termination for cause is generally excluded if the termination takes place after the defect has been remedied. Both parties are entitled to terminate the contract for cause if a domestic or foreign authority legally determines that further cooperation between the parties requires contractual adjustments or conditions that would entail a disproportionate economic effort for one of the parties.

A termination for cause must be made in writing and becomes effective on the first working day after receipt, unless another date is specified in the notice of termination. Saturdays, Good Friday and December 24 and 31 are not considered working days.

A termination for cause automatically terminates all existing subscriber relationships/SIM Units.

### **10.5 Initiating insolvency proceedings regarding the customer's assets.**

In case insolvency proceedings are initiated regarding the customer's assets or rejected due to a lack of funds to cover costs, A1 is entitled to suspend the services in accordance with Clause 8 or limit the services until a security deposit has been provided. The provisions of §§ 25a and 25b of the Insolvency Act as amended remain unaffected by this.

The liquidator may continue the contract until the insolvency proceedings are legally repealed.

Within 7 days from initiation of bankruptcy proceedings, the liquidator shall provide a security or make a prepayment or file an application with a personal liability declaration for all fees and damage claims.

If no liquidator is appointed the Customer may apply in writing for the continuation of the contractual relationship –provided that the Customer provides a security or make a prepayment within the same period of time. In case the liquidator or the Customer fails to meet this deadline A1 assumes that the Customer is not interested in continuing the contractual relationship and the contractual relationship ends.

## **10.6 General cessation of Services**

A general cessation of Services by A1 takes place at the earliest 3 months after announcement. A1 reserves the right to substitute services for similar, equivalent ones.

## **10.7 Residual Fees for contracts with Initial Terms or minimum contract commitment**

In the case of fixed-term contracts, contracts with an Initial Term or Renewal Term or with a minimum contract commitment for subscriber relationships/SIM Units, A1 is entitled to charge a residual fee for the period between the end of the contract and the end of the fixe-term or Initial Term/Renewal Term or minimum contract commitment if the contract or a subscriber relationship ends for the following reason:

- » termination for cause of the contract or a subscriber relationship – with the exception of justified termination for cause by the customer
- » deletion of the customer from the commercial register

Unless otherwise agreed, the residual fee is the sum of the fixed monthly fees or monthly minimum commitment. A1 is also entitled to charge other fees in addition to this residual fee, provided this has been contractually agreed.

## **11 General legal provisions**

### **11.1 non-disclosure obligation and data usage**

During the term of the contract and for 5 (five) years after termination of the contract, both parties undertake to

- a) treat confidential information (i.e. any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets) or any other information, of any kind whatsoever, relating to a party or any of its affiliates disclosed by either party to the other party (in writing, orally or by other direct or indirect means) confidentially before or after the conclusion of this Agreement and to disclose it only to those persons or authorized third parties who have a need to know with regard to such confidential information. "Authorized third parties" means any member of a legal entity, its representatives, employees, lawyers, accountants, financial advisors, financing partners, sub-contractors or other representatives of any party or its affiliate(s).
- b) use the confidential information only for the purpose of fulfilling their contractual obligations. However, A1 is entitled to use the data generated by the use of the services, in particular all data generated by IoT Solutions and Security Solutions through their use, in anonymized form for machine learning, artificial intelligence and similar applications by its Group companies and to utilize them in their entirety - also in derived form - and in other products, without the customer being entitled to any

claims arising therefrom. This includes the right, free of charge, to store, modify, reproduce and/or publish this information in whole or in part worldwide and to make it publicly accessible and/or available in any conceivable way.

Each party may disclose confidential information to third parties if required to do so by law, court order or administrative decision.

In the event of such disclosure, it shall inform the other party as soon as possible so that the parties may jointly take measures to preserve the greatest possible confidentiality of confidential information.

The obligation does not apply to information which

- » was already publicly known at the time of knowledge or become publicly known thereafter without breach of the present obligations, or
- » the receiving party has legally obtained from third parties, or
- » has been expressly excluded from this obligation in writing by the disclosing party, or
- » that was demonstrably lawfully in the possession of the receiving party prior to the conclusion of this Agreement, or
- » has been produced, developed or similar by the receiving party independently of the information provided.

## 11.2 Amendments and Additions

A1 may agree changes to these GTC by mutual agreement with the customer. The customer shall receive in writing a proposal to a mutually agreed amendment of the contract at least 1 (one) month in advance before the envisaged amendment shall enter into effect, e.g. by means of print on the invoice or invoice appendices. All the changes shall be contained within. Even if A1 changes only part of a clause, A1 shall send to the customer the entire new clause. In addition, the customer can find references to a full text version. At the same time, A1 informs the customer on the date of the entering into effect of the envisaged amendment. The proposal is deemed to be accepted if the customer does not object in writing to the envisaged amendment until the date of its entering into effect. In the proposal A1 shall inform the customer on this period and the relevance of its conduct.

For all else, changes to the contract can be agreed in writing at any time.

A1 reserves the right to substitute services for similar, equivalent ones. The same applies to updates and upgrades of the hardware and software subject to the contract, for adaptation to the state of the art and operational requirements of A1. If the customer has to make modifications or replacements of the components provided by him as a result of the replacement of services, he shall bear the costs and expenses required for this himself, unless otherwise expressly agreed.

## 11.3 Transfer of rights and obligations

### By A1

A1 is entitled to transfer all rights and obligations arising from this contract to affiliated companies within the Telekom Austria Group. A1 shall inform the customer in writing of the transfer of the contract. The customer has no right of termination if the acquiring company enters into all rights and obligations of the contract.

### By the customer

The customer may only transfer the contract or contractual relationships (subscriber relationships or individual contracts) to third parties with A1's written consent. The existing and the new customer shall be jointly liable for the following claims arising up to the transfer:

- » payment claims of A1
- » claims for damages

A1 is entitled to inform the new customer about outstanding claims. A1 is entitled to pay any credit balances with debt-discharging effect to the existing or new customer.

#### **11.4 Subcontractors**

A1 is entitled to entrust subcontractors with the fulfilment of their contractual obligations. A1 shall have the compliance with the data protection regulations confirmed in writing by subcontractors.

#### **11.5 Application of Austrian law**

The contractual relations between the contracting parties shall be governed exclusively by Austrian law. The United Nations Convention on Contracts for the International Sale of Goods (the UN Sales Convention) and all provisions of Austrian law relating thereto are expressly excluded. The contracting parties agree to waive their right to rescind the contracts concluded due to error or *lesio enormis*.

#### **11.6 Place of Jurisdiction**

It is agreed that the place of jurisdiction shall exclusively be the court in Vienna with jurisdiction *ratione materiae* (Handelsgericht Wien).

#### **11.7 Ineffectiveness of individual provisions**

The ineffectiveness of individual provisions within a contract does not result in ineffectiveness of the contract as a whole. The ineffective provision is to be replaced by an effective provision that most closely approximates the ineffective one in terms of its economic impact.