

Term contract

SERVICE AGREEMENT FOR THE NETZTESTERLTE-MAX INCL. MEASUREMENT DATA PORTAL TMATE.DE AND MOBILE COMMUNICATIONS

1. Subject and validity

- 1.1. These General Terms and Conditions govern the contractual relationship between the **ENQT GmbH | Spaldingstraße 210 | 20097 Hamburg | Germany (hereafter „ENQT“)** and the customer for the use of the following services:
 - 1.1.1. Provision of a measurement data portal („TMate.de“) for the management of measurement sites, devices and display as well as export of measurement data.
 - 1.1.2. The provision of GSM test equipment („Network tester LTEmax“) for the recording of mobile radio parameters at installation sites of gateways and smart meters by specialist personnel.
 - 1.1.3. Data transfer of corresponding measurement data from the network tester LTEmax to the measurement data portal TMate.de.
 - 1.1.4. Commercial and technical support to the customer.
 - 1.1.5. This service agreement does not include any hardware; a corresponding LTEmax network tester must be purchased once by the customer.

2. Invoicing

- 2.1. ENQT will provide annual invoices to the customer.
- 2.2. All payments must be made by bank transfer.
- 2.3. Payment term is 30 days after invoicing.
- 2.4. Complaints about an invoice must be made by the customer within 4 weeks of receipt of the invoice. If the deadline expires without the customer having made payment, ENQT may, subject to all other legal or contractual claims and without prior notice, discontinue the provision of services in whole or in part or terminate the contract. ENQT will inform the customer of this in writing.

3. Prices, terms and cancellation periods

- 3.1. The minimum term for the term contract is 24 months, starting from the date of the delivery bill.
- 3.2. Price: € 699.00 p.a./ cancellation period 3 month to the end of the term.
- 3.3. The contract is automatically renewed for 12 months if no notice of cancellation is received or if notice of cancellation is not received in due time.
- 3.4. In case of a cancellation, the period begins with the date of receipt by ENQT. Cancellation is possible by mail, e-mail or fax.
- 3.5. All prices are subject to the currently valid sales tax.
- 3.6. The ENQT must be notified immediately of any loss of the network tester. In the event of loss, the terminal device must be blocked by ENQT. A one-time fee of € 99.00 will be charged for the blocking. A replacement device can be purchased from ENQT at the then applicable list price.

4. ENQT services

- 4.1. ENQT provides the customer with a measurement data portal („TMate.de“) as well as a possibility for data transfer (Network testerLTEmax to TMate.de).
- 4.2. All systems have an availability of at least 95 % (annual average).

- 4.3. ENQT may, at its sole discretion and upon written notice to the Customer within a reasonable time, change or update the Services, including facilities, equipment, software or procedures, provided that the change or update does not result in a degradation of the Services provided to the Customer.
- 4.4. ENQT provides the customer with a password to access a measurement data portal, through which the data can be managed and retrieved.
- 4.5. ENQT is only responsible for the provision, operation and access to the platform.
- 4.6. Within the scope of section 6, ENQT assumes no responsibility for data or information that is automatically transmitted to the measurement data portal by measurement, data transmission or manually by the customer or that is directly entered there by the customer or for such data or information that is transmitted by the platform. ENQT does not assume any warranty for the correctness and completeness of the measured, transmitted or provided content.
- 4.7. There is no commissioned data processing in the sense of data protection law. Only technical data is processed in the measurement data portal and on the GSM test devices. A corresponding assignment of the measurement data must be made on the corresponding customer systems. If the customer arbitrarily assigns individual measurements or GSM test devices to specific persons on the measurement data portal, this shall be the customer's own responsibility. ENQT points out that this requires the consent of the persons concerned as well as possibly the consent of the works council. ENQT does not assume any warranty for the correctness of the contents made available by means of the measurement data portal, a liability of ENQT in this respect is accordingly excluded.
- 4.8. ENQT has no influence on the availability of certain GSM networks at locations and expressly points out that the reception situation can change considerably depending on time and weather and can be strongly influenced by other parameters.
- 4.9. For technical reasons, the switch-on time („boot time“) of the GSM test device is up to 40 seconds. The measurement time is up to 5 minutes, depending on the reception situation on site.
- 4.10. Only the mobile networks of Telekom Deutschland (2G/3G/4G), Vodafone (2G/3G/4G) and Telefónica / o2 (2G/3G/4G) are tested, as well as over 300 other networks in other EU countries.
- 4.11. The maximum data rate when measuring the connection speed is 20 mbit/s.

5. Responsibility and cooperation obligations of the customer

- 5.1. The customer undertakes to operate the GSM test equipment only by appropriately qualified personnel.
- 5.2. The customer agrees to perform a maximum of 200 measurements per month with the GSM test device. In case of exceeding this limit, ENQT reserves the right to charge € 1 per measurement for further measurements.
- 5.3. The customer grants ENQT an unlimited license to all measurement, location, station and traffic data.
- 5.4. After expiry of the contract term, the network tester LTEmax are automatically converted into the network tester LTE.
- 5.5. Updates werden dem Kunden auf Verlangen zur Verfügung gestellt.

6. Liability

- 6.1. ENQT is liable without limitation as far as the cause of damage is based on intent or gross negligence.
- 6.2. Furthermore, ENQT is liable for the slightly negligent breach of essential obligations, the breach of which endangers the achievement of the purpose of the contract, or for the breach of obligations, the fulfillment of which enables the proper execution of the contract in the first place and the compliance with which is regularly relied upon. In this case, however, ENQT is liable only for the foreseeable, contract-typical damage. The contractor is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.
- 6.3. The above limitations of liability shall not apply in the event of injury to life, limb and health and in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

7. Other

- 7.1. The software provided remains the property of ENQT.
- 7.2. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the

International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

- 7.3. If you are a merchant and have your registered office in Germany at the time of the order, the exclusive place of jurisdiction is Hamburg. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction.

Do you have questions about our products?

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