

# Term contract

"Service agreement "max" for the Netztester 2 incl. measurement data portal TMate.de and mobile communications"

## 1. Subject matter and validity

- 1.1. These General Terms and Conditions govern the contractual relationship between ENQT GmbH, Spaldingstraße 210, 20097 Hamburg, Germany (hereinafter "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 locations, devices and the display and export of measurement data.
  - 1.1.2. The provision of GSM test devices ("Netztester 2") 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 Netztester 2 to the measurement data portal TMate.de.
  - 1.1.4. Commercial and technical support for the customer.
  - 1.1.5. This service agreement does not include any hardware; a corresponding network tester 2 must be purchased once by the customer.

## 2. Invoicing

- 2.1. ENQT will invoice the customer annually.
- 2.2. All payments must be made by bank transfer.
- 2.3. The term of payment 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 notification, suspend 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 notice 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./ notice period 3 months to the end of the term
- 3.3. The contract is automatically extended by 12 months if no notice of termination is received or if notice of termination is not received on time.
- 3.4. In the event of termination, the period begins on the date of receipt by ENQT. Cancellation is possible by post, e-mail or fax.
- 3.5. All prices are subject to the currently applicable value added tax.

- 3.6. ENQT must be notified immediately if the Netztester is lost. In the event of loss, the terminal device must be blocked by ENQT. A one-off fee of EUR 99.00 will be charged for blocking the device. 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") and an option for data transmission ( Netztester 2 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, change or update the services, including facilities, equipment, software or procedures within a reasonable period of time, provided that the change or update does not result in a deterioration of the services provided to the customer.
- 4.4. ENQT provides the customer with a user name and password to access a measurement data portal via 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. ENQT assumes no responsibility within the scope of Clause 6 for data or information that is automatically transmitted to the measurement data portal through measurement, data transmission or manually by the customer or that the customer enters there directly or for such that is transmitted by the platform. ENQT accepts no responsibility for the accuracy and completeness of the measured, transmitted or provided content.
- 4.7. There is no commissioned data processing in the sense of data protection law.
- 4.8. 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. Insofar as the customer makes an unauthorized assignment of individual measurements or GSM test devices to specific persons in the measurement data portal, this is the customer's own responsibility. ENQT points out that this requires the consent of the persons concerned and possibly the approval of the works council. ENQT assumes no liability for the correctness of the content provided via the measurement data portal; any liability of ENQT in this regard is accordingly excluded.
- 4.9. 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.
- 4.10. 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.
- 4.11. Only the mobile networks of Telekom Deutschland, Vodafone and Telefónica / o2 and over 300 other networks in other EU countries are tested. For Netztester 2 with 450Mhz support, the 450Connect network is also tested in the 450Mhz range. A corresponding SIM card must be provided by the client. For the use of private networks, a SIM card in the 4FF format factor must also be provided by the customer.
- 4.12. The maximum data rate when measuring the connection speed is 20Mbit/s and depends on the technology used.

## 5. Responsibility and cooperation obligations of the customer

- 5.1. The customer undertakes to ensure that the GSM test devices are only operated by appropriately qualified personnel.
- 5.2. The customer undertakes to carry out a maximum of 200 measurements per month with the GSM test device. If this limit is exceeded, ENQT reserves the right to charge €1 per measurement.
- 5.3. The customer grants ENQT an unlimited license to all measurement, location, station and traffic data.
- 5.4. At the end of the contract period, the "max" service agreement expires and the Netztester is automatically converted to Netztester 2.
- 5.5. Updates will be made available to the customer on request.

## 6. Liability

- 6.1 ENQT is liable without limitation insofar as the cause of the 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 jeopardizes the achievement of the purpose of the contract, or for the breach of obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which is regularly relied upon. In this case, however, ENQT is only liable 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 or health or in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

## 7. Miscellaneous

- 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 local and international jurisdiction.