

TRILUX DIGITAL SERVICES

Supplementary Terms and Conditions to Connectivity for Digital Services

TRILUX GmbH & Co. KG, Heidestraße 4, 59759 Arnsberg ("TRILUX") enables corporate customers to use the Digital Services by connecting and transmitting data from TRILUX luminaires via the mobile network of a telecommunications provider ("TC Provider") using corresponding hardware of the TC Provider ("Connectivity" or "Services").

The following supplementary terms and conditions/regulations apply accordingly to our sales companies if and only insofar as these are included in the business relationships of the sales companies with their customers, the contractual partner is then the corresponding sales company instead of TRILUX GmbH & Co. KG, and the General Terms and Conditions of the sales company shall apply with priority with regard to applicable law/jurisdiction, overriding local regulations.

TRILUX provides all Services on the basis of these General Terms and Conditions ("Contract"). Deviating terms and conditions of business of the customer as well as amendments and supplements to this Contract are only valid insofar as they have been acknowledged in writing by TRILUX. In such cases, this Contract shall apply in addition.

TRILUX refines the services into a new performance or integrates the connectivity into the digital services in a technically indissoluble way. TRILUX does not act as a reseller of the Connectivity in such situations, this is not available separately from TRILUX and TRILUX sells the Connectivity to its customers only in connection with Digital Services.

The following regulations specify the Digital Services with regard to the connectivity provided by the TC Provider.

1. TRILUX Services

1.1. TRILUX establishes the connectivity to the Digital Services in cooperation with the telecommunications provider within the framework of the existing technical and operational possibilities. This includes, in particular, granting access to the telecommunications provider's mobile communications network within Germany and, within the scope of roaming, in other countries in accordance with the telecommunications provider's list of countries within the transmission and reception range, as well as enabling outgoing and forwarding incoming calls.

TRILUX or the TC Provider reserves the right to modify the list of usable networks according to changes in the

economic and legal framework conditions. In this context, TRILUX or the TC Provider will take into account the interests of the customer to the effect that a change in the range of services for national roaming will be avoided as far as possible during the term of the contractual agreements. At the same time, the Customer acknowledges that a) the provision of certain network technologies for the provision of connection services may also end prior to termination of the Contract, or b) existing network technologies may be replaced by other network technologies in the course of network modernisation. In cases of termination of the provision of a specific network technology or change of the network technology within the scope of network modernisation, TRILUX or the TC Provider, respectively, shall inform the customer appropriately and – if required by the customer – shall make reasonable efforts to find a comparable network technology (if applicable, by means of roaming contracts). The customer shall ensure that the hardware it uses is compatible with the network technologies used in each case.

1.2. For the purpose of establishing connectivity, TRILUX shall provide the Customer with TC Provider hardware as per the offer for sublease for the duration of this Contract. The TC Provider remains the owner of the hardware at all times. The hardware is made available to the customer exclusively for the purpose of data transmission within the contractually agreed framework. Any other use is not permitted.

1.3. Insofar as the provision of connectivity is dependent on advance services of third parties (e.g. availability of transmission paths or facilities of other network operators and providers), the obligation of TRILUX is subject to the proviso that these advance services are actually provided, in due time and in corresponding quality. Any liability or obligation to perform on the part of TRILUX shall not apply unless TRILUX can be accused of gross negligence or intent.

1.4. Number porting is excluded for SIM cards.

2. Availability

2.1. TRILUX provides connectivity with an annual average availability of 97.0 percent. Availability is calculated on the basis of the time allotted in the contract period to the respective calendar year less agreed maintenance times. TRILUX or the TC Provider are authorised to perform maintenance between 3:00-6:00 a.m. for a total of five hours per calendar month. During maintenance work, the aforementioned services may not be available or may only be available to a limited extent.

2.2. TRILUX is entitled to limit the services or to discontinue them in whole or in part insofar as this is necessary for legal reasons, for example due to official



orders or – without establishing a legal obligation to do so – to avoid disadvantages for the customer.

3. Maintaining the usability of the hardware

- 3.1. TRILUX shall maintain the hardware in a condition suitable for the contractually agreed use throughout the entire term of the Contract. The customer shall immediately report any malfunctions or impairments of the usability in accordance with Point 7. .
- 3.2. Defects are regularly remedied by rectification, i.e. telephone support for defect avoidance or repair at the place of installation. TRILUX is obligated in each case to restore the contractually agreed usability within a reasonable period of time. If the rectification fails or is uneconomical for TRILUX, TRILUX may demand consent from the customer to provide new hardware of the same type, quality, configuration and individual setting.
- 3.3. The customer is entitled to the legal claims due to defectiveness of the rental object subject to the above agreements.

4. Dynamic updates of SIM cards

The TC Provider reserves the right to send updates or upgrades for the SIM cards by any means, provided that this is necessary for the provision of certain functionalities, for copyright reasons or for the purpose of compliance with legal regulations. If impairment of the functionality of the SIM cards is unavoidable for legal or technical reasons, the TC Provider will inform the customer in advance via TRILUX, if necessary. If functionalities essential to the Contract are adversely affected and the use of the SIM cards for the subject matter of the contract is no longer possible or is seriously impaired, the customer shall have the right to extraordinary termination of this contract and the individual single card contracts.

5. Liabilities of the customer

- 5.1. To the extent necessary for installation or maintenance, the customer shall grant TRILUX access to the premises at the installation site of the hardware. The customer shall establish the spatial and technical prerequisites for the installation in due time; it shall be responsible for connecting the hardware to the mains. Upon access to the premises, TRILUX shall comply with the customer's security and access guidelines as well as any instructions in this regard in individual cases.
- 5.2. The customer shall handle the hardware with the care of a prudent businessman and, in particular, secure it appropriately against damage, destruction and theft.

5.3. The customer undertakes not to misuse the Services of TRILUX or the TC Provider. In particular, it shall only use the Services to establish connectivity within the scope of the respective subject matter of the Contract and within the contractual territory in accordance with this Contract, and shall not use them to transmit other content.

5.4. In particular, the following use of the Services is not permitted:

- a) the transmission of voice data (including VOIP);
- b) that results in infringement of a third party's copyrights, patent rights, trademark and sign rights, trade secrets or other intellectual property rights;
- c) that interferes with the use of a network by other users or cause security measures to be overridden, regardless of whether such unauthorised access results in the corruption or loss of data;
- d) that results in the use of the Services and related software for the operation of internet chat services ("IRC"), peer-to-peer file sharing services, bit torrent or proxy server networks, or for sending unsolicited bulk email or advertising messages or maintaining an SMTP relay;
- e) that may pose a risk to the life, limb and health of third parties and may cause damage to the environment.

5.5. In the event of a culpable breach of duty, the customer indemnifies TRILUX against any claims by third parties including the costs triggered by the claim.

5.6. The customer may not transfer the Services provided by TRILUX to third parties.

5.7. The customer will refrain from

- a) modifying, adapting, altering, translating or creating derivative works of the Services or the SIM cards;
- b) combining or sharing the SIM cards with other hardware, software, products or services that are not in accordance with the subject matter of the Contract or have not been expressly approved by the TC provider;
- c) sublicensing, leasing, renting, lending or otherwise transferring the SIM cards to any third party, unless such third party is an end user to whom the customer is providing the Services under this Contract;
- d) reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code or object code of the SIM cards or software running on the SIM cards;
- e) reselling or using the Services to provide services to third parties or allowing third parties to remotely



access the Services or using (or permitting the use of) the SIM cards for the development of product lines similar to the SIM cards, unless this is in accordance with the subject matter of the Contract and agreed between the Parties;

f) using the SIM cards for purposes other than for the services in connection with the subject matter of the Contract and the applications expressly agreed in writing with TRILUX.

5.8. The customer must return the hardware provided to it to TRILUX at its own expense without delay after termination of the contractual relationship. A right of retention to the hardware is excluded. In the event of loss or damage, the customer will be charged the price for replacement.

6. Charges

6.1. The customer is obliged to pay the invoice amounts in due time on the basis of the price list valid at the time of conclusion of the Contract. Billing is done annually in advance. Hardware rental and connection charges are determined on the basis of a flat rate. The customer does not receive itemised bills.

6.2. All prices are subject to the applicable statutory sales tax. This will be billed in addition to the remuneration.

6.3. TRILUX reserves the right to increase the fees for the first time after the expiration of twelve (12) months and at most once a year with a notice period of three (3) months to the end of the month, and to adjust to internal cost increases caused by an increase in material or personnel costs or as caused by third parties. As soon as the annual fee increases by more than five (5) percent, the customer shall be entitled to terminate the contract with extraordinary effect as of the date on which the increase takes effect, subject to six (6) weeks' notice after receipt of the request for increase.

7. Hotline

7.1. TRILUX provides its customers with a telephone hotline at +49(0) 2932 / 301 94 22 for support with technical issues.

7.2. The hotline serves to support the customer in all matters related to the use of the service of TRILUX, in particular commissioning of the hardware, registration with the TRILUX Cloud and fault reporting of hardware errors.

7.3. The hotline is available Monday through Friday during the hours of 8:00 a.m. - 5:00 p.m. with 95 percent availability. Public holidays in Germany and in North Rhine-Westphalia are excluded.

8. Warranty, compensation of SIM cards

8.1. Should the SIM cards exhibit a defect at the time of transfer of risk, the customer shall immediately inform TRILUX thereof and return defective SIM cards to TRILUX upon request. If it is not possible to return the defective SIM cards, the customer will provide TRILUX with suitable evidence of the defectiveness.

8.2. Upon receipt, TRILUX will replace defective SIM cards with defect-free SIM cards and deliver them to a delivery address specified by the customer. This warranty does not apply if a defect is related to actions, omissions or improper use of the SIM cards by the customer. If SIM cards are returned by the customer after the warranty period, TRILUX will charge the agreed fee for a new SIM card, and if applicable, an agreed flat logistics fee.

8.3. Subject to express provisions to the contrary in this Contract, all other warranty rights shall be excluded to the extent permitted by law. This does not apply if TRILUX or the TC Provider has expressly warranted properties of the SIM cards or assumed a guarantee.

8.4. The warranty period for SIM cards is 12 months from delivery.

8.5. If the customer claims damages due to a defective SIM card, the following shall apply:

TRILUX delivers a new SIM card to the customer. The customer must insert this SIM card into the corresponding device himself and return the old SIM card to TRILUX.

8.6. Costs for the replacement of defective SIM cards within the warranty period shall be reimbursed upon proof, up to a maximum of EUR 100 per individual case and up to 15% of the customer's average net annual revenue for all SIM card replacements under warranty in the contract year.

9. Liability

9.1. TRILUX is liable, regardless of legal grounds, only for intent, gross negligence as well as the negligent breach of essential contractual obligations or obligations whose fulfillment makes the execution of the contract possible in the first place and on whose compliance the customer may regularly rely ("cardinal obligations").

9.2. In the event of simple negligence, the liability of TRILUX is limited to compensation for the foreseeable damage typical for the Contract.

9.3. The limitations of liability according to Points 9.1 and 9.2 do not apply to damages resulting from injury to life, body or health, to claims under the Product Liability Act or a guarantee given by TRILUX as well as in cases of fraudulent intent.

9.4. The strict liability of TRILUX for damages for defects already existing at the time of conclusion of the Contract in accordance with Section 536a (1) BGB (German Civil Code) is excluded.

9.5. In the event of loss of data, TRILUX shall only be liable for the expenditure required to restore the data in the event of proper data backup by the customer carried out in accordance with the state of technology.

9.6. Insofar as the liability of TRILUX is excluded or limited under this Contract, this shall also apply to the personal liability of the legal representatives, employees and vicarious agents.

10. Data protection

10.1. Personal data shall be processed exclusively in accordance with the legal requirements applicable to the contracting parties in each case.

10.2. The contracting parties acknowledge that the TC Provider is the responsible party within the meaning of Art. 4 No. 7 GDPR for the processing of personal data required in the context of the provision and billing of telecommunications services (Section 3 (24) of the TKG (German Telecommunications Act)). This also applies to the detection, containment and elimination of faults and errors in telecommunications systems. The customer acknowledges that he/she is responsible with regard to any content transmitted within the framework of the use of the telecommunication services.

10.3. Insofar as TRILUX processes personal data on behalf of the customer, the processing shall be carried out by TRILUX on the basis of an agreement on commissioned processing to be concluded separately between the contracting parties and provided by TRILUX.

11. Contract duration

11.1. The contractual relationship runs for an indefinite period. It may be terminated by either party upon three (3) months' written notice, but for the first time after twelve (12) months' minimum duration. The contractual relationship shall end automatically when the contract concluded between the parties for the provision of the Digital Services ends.

11.2. The right to terminate for cause remains unaffected. Good cause for termination exists in particular if:

a) a contracting party breaches material obligations or repeatedly breaches non-material obligations under the Contract and fails to remedy the breach within a reasonable period of time even after being requested to do so by the other contracting party;

b) a contracting party cannot reasonably be expected to adhere to the Contract as a result of force majeure; or

c) insolvency proceedings have been opened against the assets of the other contracting party or such opening is imminent.

12. Final provisions

12.1. The contracting parties may transfer the rights and obligations under this Contract only with the prior written consent of the other party.

12.2. With regard to all legal relationships resulting from this contractual relationship, the contracting parties agree that 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.

12.3. The exclusive place of jurisdiction for all legal disputes arising from this Contract is the registered office of TRILUX.

12.4. Should any provision of this Contract be or become invalid, this shall not affect the validity of the remainder of this Contract. The contracting parties shall be liable, within the scope of what is reasonable and in good faith, to replace the invalid provision with a permissible provision that is equivalent to it in terms of economic success, provided that this does not result in any significant change to the content of the Contract.