



General Terms and Conditions of 1NCE Inc. for M2M/IoT mobile communications services (version as of 11/2022)

1. Scope of application

- 1.1 The following General Terms and Conditions (hereinafter referred to as "GTC") shall govern any and all contracts relating to the provision of mobile communications services for machine-to-machine (M2M) and Internet of Things (IoT) applications and related services (hereinafter altogether referred to as the "Services") concluded between 1NCE Inc., with its place of business at 1001 Brickell Bay Drive, Suite 2910, Miami, FL 33131 (hereinafter referred to as "1NCE") and the Customer.
- 1.2 The provision of the Services by 1NCE shall be carried out exclusively under the application of these GTC. The application of any terms and conditions of the Customer which contradict or deviate from these GTC is excluded.
- 1.3 1NCE offers the Services exclusively to businesses for use in connection with the conduct of their business, including for use by Customer in the provision of services to its end users. 1NCE does not offer the Services directly to consumers. Any use of the Services directly by non-business consumers is prohibited. If the Customer intends to provide service to any state or local entity, Customer shall provide advance notice to 1NCE of the government customer, the state and any legal or contractual obligations that may affect 1NCE. The Customer shall not use the Services to provide service to the federal government without prior written approval from 1NCE.

2. Conclusion of contract

- 2.1 The offers made by 1NCE regarding the provision of the Services are non-binding. Such offers do not constitute a binding offer to conclude a contract, but merely a request for the submission of an order by the Customer in accordance with 1NCE's offer.
- 2.2 As a general rule, the Customer places its order via the 1NCE web shop. However, 1NCE reserves the right, in individual cases, to also allow the Customer, upon a request of the Customer declared in text form, to submit a completed and signed order form to 1NCE; however, the Customer is not entitled to claim such form of ordering. With its order, the Customer submits a binding offer to conclude a contract.
- 2.3 The Customer undertakes to only provide true and correct information in the context of its order. In particular, the Customer shall ensure that the Customer's billing address indicated by the Customer corresponds to the address where the Services are used. Furthermore, the Customer undertakes to provide to 1NCE in connection with the order truthful and complete identifying information and information regarding planned use of the Services.

2.4 A contract is only concluded when 1NCE accepts the Customer's order by issuing an order confirmation or at the latest when 1NCE commences with the performance of the Services (i.e. activation of the Chip Card).

2.5 Text form is sufficient for all declarations of the Parties referred to in this Section 2.

3. 1NCE's performance obligations / Right to modify

3.1 The Services include the following service elements offered as a singular service:

- a) the provision of access to mobile communication for M2M/IoT applications with which the Customer can use low-bandwidth mobile data connections and additional network services as well as other related services – this is done through derivative allocation of a mobile number and an additional identification number (e.g. International Mobile Subscriber Identity [IMSI], Mobile Subscriber Integrated Services Digital Network Number [MSISDN], Integrated Circuit Card Identifier [ICCID]) as well as the provision of a chip card encoded with the allocated number, currently in the form of a SIM card (in these GTC in each case referred to as the "Chip Card") to the Customer;
- b) the provision of access to low-bandwidth mobile data communications services on the basis of existing agreements between the relevant mobile network operators in the United States and in other countries or territories specified in the Service Description; and
- c) the provision of additional network services and other related services, in particular including the possibility of receiving and sending SMS (Short Message Service) messages and the provision of a software-based connectivity management platform; 1NCE shall provide the Customer with access to this platform either via a customer web portal or – provided that the Customer ensures full compatibility of its Customer systems within its sphere of responsibility – such access may be integrated by the Customer itself at its own expense into these Customer systems by using 1NCE's application programming interfaces (APIs).

The exact scope of the Services in accordance with this Section 3.1 shall be determined in each case by the **service description** attached to these GTC as an **Annex** (in these GTC in each case referred to as the "Service Description").

3.2 1NCE performs the Services within the boundaries of its technical and operational capabilities. The mobile communications services referred to in Section 3.1 lit. a) and b) of these GTC are enabled by 1NCE on the



basis of wholesale services provided by licensed mobile network operators. 1NCE also uses subcontractors as technical service providers for the provision of individual parts of the additional network services and other related services referred to in Section 3.1 lit. c) of these GTC. 1NCE expressly points out that the type and scope of such services of the respective mobile network operators, in particular also the respective available transmission technologies (e.g. no permanent use of 2G/3G in individual countries), may vary and, in addition, individual available transmission technologies may not enable the use of certain network services or other related services. The details of the actually available scope of Services are set out in the Service Description.

3.3 1NCE's obligation to perform is limited

- a) to the activation period of the Chip Card in accordance with Section 3.5 of these GTC (hereinafter referred to as the "Activation Period");
- b) to a consumable data volume of 500 MB per Chip Card; and
- c) a volume of 250 SMS per Chip Card, in which case a pro rata consumption of this volume takes place both by each SMS received (Mobile terminated - MT) and each SMS sent (Mobile Originated - MO) and 1NCE further expressly points out that the technical solution used by 1NCE only supports SMS transmissions between terminal device and server (both traffic directions), but not SMS transmissions between two terminal devices (the data volume referred to in lit. b) and the SMS volume referred to in lit. c), unless otherwise indicated, are hereinafter referred to individually and together as the "Quota" or the "Quotas").

The Customer is entitled at any time to purchase additional Quotas for the relevant Chip Card once or several times (see Sections 5.1 and 5.3 of these GTC); this can already take place before the complete use of an original Quota. The Activation Period of the relevant Chip Card as such remains unaffected by the subsequent purchase of additional Quotas.

- ### 3.4
- If one of the original Quotas (data volume or SMS volume) or another Quota subsequently purchased by the Customer is used up before the end of the Activation Period, the Chip Card will be temporarily deactivated and can no longer be used until further notice. Upon receipt of payment of the charge for a Quota subsequently purchased by the Customer, any temporarily deactivated Chip Card will be immediately reactivated by 1NCE. Additional Quotas can only be purchased in such a way that both a full data volume and a full SMS volume are purchased at the same time in accordance with Sections 3.3 sentence 1 lit. b) and c) of these GTC.

- ### 3.5
- The Activation Period for the respective Chip Card is ten years and begins three months after the day on which 1NCE dispatches the Chip Card, unless the Ac-

tivation Period ends earlier in accordance with Section 3.6 of these GTC or is extended by mutual agreement between the Parties in text form based on the then current terms. The initial activation of the Chip Card takes place before the Chip Card is sent to the Customer; the Chip Card can therefore be used from the moment of receipt through the Customer.

3.6 The Activation Period automatically ends early if

- a) within 18 months after 1NCE has notified the Customer in text form that the data volume or the SMS volume of the relevant Chip Card has been used up before the end of the Activation Period, and the Customer has not subsequently purchased an additional Quota;
- b) no data has been sent or no SMS has been received or sent by the relevant Chip Card for a continuous period of at least 18 months;
- c) the Customer has finally deactivated the relevant Chip Card within the connectivity management platform provided by 1NCE; or
- d) Customer violates these GTC, including by engaging in a prohibited use of the Services.

- ### 3.7
- The Chip Card is provided to the Customer as a sale; the Chip Card therefore becomes the Customer's property when it is handed over to the Customer. The right of 1NCE (a) to deactivate or block the Chip Card or (b) to make designated configuration changes to the Chip Card or to download and install software updates on the Chip Card by OTA (Over the Air) remote control for the purpose of continued service provision, as part of the Services and in accordance with the provisions of these GTC, shall remain unaffected and shall continue for the entire term of the contract. From the time of transfer of risk, the Customer bears the risk of accidental loss or accidental deterioration of the Chip Card. In particular, 1NCE is therefore not obliged to replace a Chip Card that has been lost or damaged or rendered unusable due to circumstances not attributable to 1NCE. All Quotas are also linked to the use of the specific Chip Card provided. Therefore, in the case of sentence 4, 1NCE is not obliged to transfer any remaining Quota that cannot be used anymore to another Chip Card or to make any other reimbursement to that effect.

Unless otherwise agreed between the Parties in text form, CIP Incoterms® 2020 shall apply when sending Chip Cards to delivery addresses of the Customer.

- ### 3.8 **DISCLAIMER OF WARRANTIES.**
- CUSTOMER'S USE OF THE CHIP CARDS AND SERVICES IS AT CUSTOMER'S SOLE RISK. CHIP CARDS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY INCE TO THE MAXIMUM EXTENT PERMITTED BY



APPLICABLE LAW. 1NCE DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA USED BY CUSTOMER; THAT THE PRODUCTS AND SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR THAT THE PRODUCTS AND SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND WIRELESS COMMUNICATIONS. 1NCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. Liability for damages is limited in accordance with the provisions of Section 8 of these GTC.

- 3.9 For operational reasons and/or reasons of technological development, 1NCE shall be entitled to change the specifications and functionalities of the Services and to adapt the Service Description accordingly, provided that the respective change does not reduce or impair the essential performance characteristics of the Services. This may also result in changed system requirements to be observed by the Customer (see Section 4.5 of these GTC). Sentences 1 and 2 shall apply mutatis mutandis if third parties from whom 1NCE obtains underlying services necessary for the provision of the Services change their services.
- 3.10 The provision of the Services by 1NCE is otherwise subject to the provisions of these GTC and applicable laws and regulations, Customer is in compliance and shall continue to comply, with all applicable laws, including all data protection laws which are applicable to Customer's use of the Services.
- 4. Terms of use / Cooperation obligations of the Customer**
- 4.1 The Customer may only use the Services in accordance with these GTC and the Service Description for its own purposes.
- 4.2 The Customer is not permitted to make the Services available to third parties for their sole use or commercial use or to otherwise pass them on to third parties without the prior permission of 1NCE. In particular, the Customer is not entitled to act as a provider of telecommunications services using the Chip Cards made available to it for use and to offer mobile communications services, switching or interconnection services to third parties.
- 4.3 The Services may not be used abusively or in any other illegal manner in violation of applicable federal or state law, nor may they be used in violation of these GTC. In particular, it is prohibited to transmit information with illegal or immoral content or to refer to such content.
- 4.4 1NCE shall be entitled, in the event of a breach by the

Customer of the obligations incumbent upon it in accordance with Section 4.3 of these GTC, to suspend and/or terminate the Services at the Customer's expense, without the Customer being exempted from the obligation to pay the agreed charges in this respect.

- 4.5 The Customer undertakes to comply with the system requirements for the use of the Services specified in the Service Description and to comply with the cooperation obligations specified in these GTC and the Service Description. To the extent non-observance of the system requirements in accordance with sentence 1 by the Customer can have a detrimental effect on network operation, in particular on network security or network integrity (e.g. in the case of operation of non-network-compliant terminal devices by the Customer), 1NCE shall in particular be entitled to block the relevant Chip Card; any further rights and claims of 1NCE shall remain unaffected. The Customer is further obliged to
- a) notify 1NCE's customer service without undue delay of the loss of the Chip Card provided to the Customer;
 - b) notify 1NCE without undue delay in text form of any change in its name or company name, legal form, address or invoice recipient, or to have a third party authorized to do so notify 1NCE accordingly (see also Section 2.3 sentence 3 [second half] of these GTC);
 - c) to keep personal access data (such as passwords) confidential and to change them without undue delay if it is suspected that unauthorized persons may have gained knowledge of them;
 - d) to make backup copies of all Customer data used in connection with the Services at reasonable intervals in order to enable lost or destroyed Customer data to be restored with reasonable effort; and
 - e) in the event of a request for information addressed to 1NCE by authorities or courts in connection with the Services, to provide 1NCE without delay with the information requested by 1NCE in relation to the Customer and, in particular, to transmit to 1NCE documents and information necessary so that 1NCE can comply with the relevant request for information.

5. Charges / Objections of the Customer

- 5.1 The Customer shall pay the charges agreed between the Parties in accordance with Section 2 of these GTC for the Services. Within the framework of the conclusion of the contract, the Customer may choose between different payment methods offered by 1NCE. Unless otherwise agreed between the Parties, the charges to be paid by the Customer for the purchase of additional Quotas in accordance with Section 3.3 sentence 2 of these GTC shall be determined by the price list of 1NCE valid at the time of this purchase.
- 5.2 All charges are to be paid by the Customer in advance



(prepaid). Payments by the Customer must be made within 14 days of receipt of the invoice at the latest.

- 5.3 The Chip Card shall not be activated for the first time and dispatched until 1NCE has been able to record the complete receipt of payment both for the charge attributable to the Chip Card (this includes the purchase price for the Chip Card and the fees for the respective original Quota) and any additional charge owed by the Customer (e.g., for the dispatch of the Chip Card). Also, the reactivation of a temporarily deactivated Chip Card (see Section 3.3 sentence 2 of these GTC) will only take place as soon as 1NCE has been able to record the complete receipt of payment with regard to an additional Quota purchased by the Customer at a later date.
- 5.4 If the Customer orders several Chip Cards within one order, the activation and dispatch of all ordered Chip Cards in accordance with Section 5.3 of these GTC will only take place as a whole when 1NCE has been able to record the complete receipt of payment for all charges relating to the ordered Chip Cards. 1NCE is not obliged to provide partial deliveries; therefore, no activation or dispatch of partial quantities of ordered Chip Cards will take place.
- 5.5 All charges shall be in USD plus any applicable federal, state or local taxes and fees (which shall also be borne by the Customer). Any taxes, levies, duties and similar charges incurred outside the United States in connection with the Services shall be borne by the Customer. This also applies to any value added tax to be borne by the service recipient in accordance with the provisions of the EU VAT system directive in its EU member state (reverse charge procedure).
- 5.6 The Customer may only set off payment claims asserted by 1NCE against counterclaims which are undisputed or have become res judicata. The same applies to any rights of retention asserted by the Customer.

6. Contract Term / Termination

- 6.1 The term of this contract shall commence upon the effective date and continue for an indefinite period of time until terminated by either party.
- 6.2 The contractual relationship in respect of each individual Chip Card may be terminated without cause by
 - a) the Customer at any time without period of notice; and
 - b) 1NCE with a period of two weeks' notice, but not before the end of the Activation Period.
- 6.3 1NCE may terminate this contract without prior notice for good cause, including for material breach of this agreement.
- 6.4 No compensation for any unused Quota that may still exist at the time of termination of the contract with regard to the relevant Chip Card shall be payable to the Customer.
- 6.5 Any termination must be made in writing (including by e-mail) in order to be valid.

7. Rights of use / IP rights of third parties

- 7.1 To the extent 1NCE provides the Customer with software for use within the scope of the Services, 1NCE grants to the Customer a non-exclusive right to use the software for the duration of the respective contract term, which is limited to the countries specified in the Service Description. This right of use is (a) neither sublicensable nor transferable and (b) subject to the restrictions resulting from these GTC and the Service Description. Further rights to use the software are not granted to the Customer. Similarly, the Customer shall not be granted any rights to edit the software unless such rights are required by mandatory law.
- 7.2 If, in respect of the rights of use referred to in Section 7.1 above, a violation of third-party intellectual property rights is asserted or threatened to be asserted, 1NCE shall be entitled, at its own discretion and expense, to secure the Customer's right of continued use or to modify the software in order to prevent infringements of intellectual property rights or to temporarily cease the provision of the software. Any claims of the Customer are excluded to the extent that the infringement relates to an unauthorized modification of the software by the Customer or its other use by the Customer in violation of the provisions of these GTC or the Service Description.

8. Liability

Any liability of 1NCE for damages and/or reimbursement of expenses arising from or in connection with the contractual relationship between 1NCE and the Customer shall be subject to the following limitations:

8.1 Liability of 1NCE and Customer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THESE GTC OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER. The foregoing limitation of liability and exclusion of damages shall apply (1) even if a Party had or should have had knowledge, actual or constructive, of the possibility of such damages, (2) whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, and (3) notwithstanding any failure of essential purpose of any limited remedy herein.



8.2 Customer Indemnification to 1NCE

To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless 1NCE and its respective directors, officers, employees, agents and representatives from and against any and all losses arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action of every kind (regardless of whether or not such losses are caused in part by a party indemnified hereunder) arising out of or related to failure of Customer to comply with any law, including the failure to pay taxes, duties, or fees, damage to any property resulting from and/or caused by Customer in connection with the performance or non-performances of Customer's obligations under this contract; or negligence, recklessness, willful misconduct, fraud or bad faith of Customer.

9. Limitations to performance obligations: Force Majeure / Reservation as to availability of supplies

- 9.1 Neither Party shall be liable for the fulfilment of its obligations if such fulfilment is prevented by force majeure. This includes events which are unforeseeable, irresistible and beyond the Parties' control, particularly including severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemics, pandemics, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, sabotage, interruptions of energy supply, expropriation by governmental authorities.
- 9.2 1NCE's obligation to perform is also subject to the proper and timely availability of supplies with products or advance performances provided by the suppliers of 1NCE. However, this shall be subject to 1NCE having concluded with due care a congruent covering transaction with the respective supplier and the improper or untimely supply being not attributable to a fault of 1NCE. Products or advance performances in the sense of sentence 1 shall include, but are not limited to, services or transmission lines procured by 1NCE from other suppliers of telecommunications services, supplies of hardware or software or other technical services from third parties (e.g. electricity supplies).

10. Data Protection / Confidentiality

- 10.1 The Parties undertake to process any personal data transferred to them by the respective other Party in the context of establishing and implementing the contractual relationship in accordance with the applicable legal provisions, in particular the provisions of federal or state privacy or data protection laws.
- 10.2 The Parties also undertake to treat all other confidential information of the other Party that the receiving Party becomes aware of in connection with the contractual relationship as strictly confidential and not to disclose such information to any third party for an unlimited period.

10.3 1NCE uses the payment service provider Stripe Payments Europe Ltd, The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland (hereinafter referred to as "Stripe") for payment processing (see Sections 5.1 and 5.2 of these GTC). All (personal) data provided by the Customer during the payment process will be processed by Stripe and in some cases also be collected directly by Stripe. For further information on Stripe's data protection, the Customer may refer to Stripe's privacy policy, which is currently available at: <https://stripe.com/de/privacy>.

10.4 1NCE points out that it uses the usage data arising within the framework of the implementation of the contractual relationships with all customers in anonymous and aggregated form for its own statistical purposes. This is done for the purposes of network capacity planning as well as for continuous quality assurance and improvement of the services provided by 1NCE.

10.5 Customer acknowledges that it is solely responsible for applying appropriate security measures to any data transmitted through the use of the Services. Customer is solely responsible for any loss due to the loss or compromise of data through the use of the Services. Notwithstanding the foregoing, 1NCE will use commercially reasonable efforts to maintain safeguards reasonably designed to protect the confidentiality and integrity of, and to prevent unauthorized access to or use of the Services.

11. Notices

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, on the same business day.

12. Amendment of these General Terms and Conditions

12.1 1NCE shall be entitled to unilaterally amend these GTC - to the extent they are included in the contractual relationship with the Customer as appropriate or necessary in response to a change of law or court rulings or other market conditions.

12.2 To the extent 1NCE intends to make an amendment to these GTC exceeding the above, 1NCE shall notify the Customer of this in writing (including by e-mail) at least one month before the amendment becomes effective. The Customer is entitled to terminate the contractual relationship with effect from the effective date of the relevant amendment. If the Customer does not terminate within one month after receipt of the amendment notification from 1NCE, the relevant amendment shall become an integral part of the contract at the time it becomes effective. 1NCE shall inform the Customer of this legal consequence in the amendment notification.



13. Final provisions

- 13.1 The Customer may only assign or transfer claims, rights or obligations arising out of the contractual relationship to a third party after prior consent of 1NCE in writing (including by email).
- 13.2 1NCE shall be entitled at any time to have the Services rendered in whole or in part by affiliates or by subcontractors. In this case, however, 1NCE fully remains responsible for the provision of the Services in relation to the Customer.
- 13.3 If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions.
- 13.4 The law of the state of Florida shall apply to these GTC and all legal relations between 1NCE and the Customer, excluding the provisions governing conflicts of laws.
- 13.5 Customer agrees to resolve all disputes in a court of appropriate jurisdiction located in Miami-Dade County, Florida. Customer consents to the exclusive jurisdiction and venue of courts located in Miami-Dade County, Florida. Both parties waive their right to a trial by jury.