

The following General Terms and Conditions of Wirelane GmbH (hereinafter "Wirelane"), Prinzregentenplatz 15, 81675 Munich, telephone: +49 (0) 89 230 249 04, regulate the sale and installation of the products provided by Wirelane, the use of the SaaS Software and SaaS Services offered by Wirelane as well as the Support- and Service-Level-Services offered therefore for consumer (hereinafter "customer"). Last revised November 2020.

## I. Introductory Regulations

### 1. Scope of General Terms

1.1 These GTC apply to (i) the purchase of products; (ii) the commissioning of installation services; (iii) the use of the SaaS Software; and (iv) the commissioning of Support- and Service-Level-Services by consumers. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor attributable to a self-employed activity.

1.2 Other regulations, in particular any general terms and conditions of the customer, shall not apply even if they have not been expressly rejected by Wirelane or if Wirelane accepts or performs a service without reservation in knowledge of them.

### 2. Supplements and extensions of services

2.1 Wirelane reserves the right to supplement or extend the services which are the subject matter of the GTC and to add new services and, in these cases, to supplement or extend the GTC and the service descriptions referenced in the GTC accordingly. Obligations for the customer shall only arise as a result of this if the customer concludes a contract with Wirelane for supplemented or extended services.

2.2 Wirelane will inform the customer of the additions or extensions in writing or text form at least four (4) weeks before they take effect.

## II. General Regulations

### 1. Definitions

1.1 *App* is the application made available by Wirelane to end users of SaaS-Services.

1.2 *Authorized Users* are persons authorized by the customer whom the customer registers at Wirelane for usage of the SaaS Software.

1.3 *Back-End or Back-End Application* means the layer of the Wirelane SaaS platform that connects to a Charging Point and through which communication between the Back Office and the Charging Point is established. The Back-End Application is to be licensed if the customer books support and other service-level-performances. As part of the support services.

1.4 *Business Days* are the days from Monday to and including Friday without national holidays in Germany.

1.5 *Charging Point* means the respective charging device via which electric vehicles can be charged. Every Charging Point communicates with the Back-End, which is used to import firmware updates for the Charging Point. The SaaS Software must be licensed separately for each Charging Point. A Charging Station can have several Charging Points.

1.6 *Charging Station* means the electric vehicle Charging Station manufactured by Wirelane, which has one or more Charging Points.

1.7 *Configuration* means the parameters individually selectable by the customer and to be set by Wirelane for a Charging Point;

1.8 *Contractual services* are the services which are provided by Wirelane or third parties commissioned by Wirelane on the basis of individual contracts concluded between Wirelane and the customer.

1.9 *Cost Estimates* are the cost calculations to be prepared by

Wirelane or a third party commissioned by Wirelane in advance of contractual services on behalf of the customer.

1.10 *GTC* means these General Terms and Conditions;

1.11 *Individual Contract* is the contract to be concluded between Wirelane and the customer for the provision of each of the services offered. An Individual Contract in the means of these GTC can be substituted by an order confirmation.

1.12 *Installation Acceptance* means the acceptance by the customer of the installation and commissioning services.

1.13 *Installation Services* shall mean the services described in more detail in part IV. in connection with the installation and commissioning of the products.

1.14 *Parties* means together the customer and Wirelane.

1.15 *Performance Days* means the days on which Support- and Services-Level-Services are offered.

1.16 *Performance Times* means the times during a Performance Day in which Support- and Service-Level-Services are offered.

1.17 *Place of performance* is the place where installation, support and service-level-performances are provided.

1.18 *Planned Downtimes* are SaaS Software downtimes planned by Wirelane due to support, development, change or update work.

1.19 *Planned downtime period* is the time period within which the services of the planned downtimes are provided.

1.20 *Products* means the products manufactured and distributed by Wirelane and offered for sale to the customer;

1.21 *Reserved Goods* means the products delivered by Wirelane under reservation of title.

1.22 *SaaS* refers to Wirelane's offer to use "software as a service" via the Wirelane SaaS platform when operating the Charging Point.

1.23 *SaaS Documentation* is the documentation of the SaaS services provided to the customer in electronic form.

1.24 *SaaS Services* means the services described in more detail in part V. clause 2 that are offered to the customer for the products.

1.25 *SaaS service and operation levels* are the availabilities of the SaaS services as described in part. V. clause 6.

1.26 *SaaS Software* is the Wirelane software that is operated on the Wirelane platform and includes SaaS Services and Charging Point features.

1.27 *Service description* means the description of the services outlined in the Individual Contract or on the Website.

1.28 *Support and Service-Level-Services* means the services as described in part VI. clause 2, which can be booked by the customer for a Charging Point if the customer has licensed the Back-End.

1.29 *Technical requirements* are the cabling and connections to be produced and provided by the customer for the respective contractual services as well as other software and hardware requirements to be met by the customer, as described in the order confirmation, the Individual Contract, the Service Description or other instructions provided by Wirelane.

1.30 *Unplanned Downtimes* are downtimes of the SaaS Software due to services to be conducted which were not foreseeable for Wirelane.

1.31 *Wirelane SaaS platform* means the SaaS platform operated by Wirelane on which the Back-Office with the SaaS Software and the Back-End is hosted.

1.32 *Wirelane Systems* means the SaaS Services offered by Wirelane, the Back-End, the Back-Office and other software or hardware provided by Wirelane in connection with the Contractual Services.

## 2. Individual Contracts

2.1 The products to be supplied and the contractual services to



be provided by Wirelane will be defined and agreed upon in detail in an Individual Contract to be concluded between Wirelane and the customer. The individual contractual services can be ordered in combination or separately, unless otherwise stipulated in these GTC.

2.2 Offers made by Wirelane are non-binding.

2.3 Orders must be made in writing or in text form, using the order form provided to the customer by Wirelane. They shall only become binding for Wirelane when the order confirmation is sent in writing or text form, but at the latest when Wirelane starts to provide its services.

2.4 Wirelane may accept orders within two (2) weeks of receipt. If Wirelane does not accept the order within this period, the customer is entitled to cancel their order until receipt of the order confirmation or the start of the provision of services.

2.5 The content and scope of the agreed services shall be determined in the following order by (i) the individual contract and its annexes; (ii) the order confirmation; (iii) the referenced service descriptions; (iv) these GTC; and (v) the applicable legal provisions.

2.6 Wirelane is not obliged to accept orders from the customer, even if there already exists an ongoing business relationship between Wirelane and the customer.

### 3. Cost Estimates

3.1 If agreed in the order confirmation and in the Individual Contract, Wirelane may charge a fee for Cost Estimates made in the context of the Contractual Services.

3.2 Cost Estimates are not binding. They refer exclusively to the information available to Wirelane at the time they were created. Wirelane does not guarantee the accuracy of cost estimates.

3.3 If it becomes clear that a Cost Estimate is exceeded by 20% or more, Wirelane will inform the customer immediately in writing or in text form.

3.4 The termination of the respective Individual Contract by the customer is only possible if a Cost Estimate is exceeded by more than 20%. Terminations require text form to be effective.

### 4. Nature and Properties. Guarantees, Changes

4.1 All information and data relating to the Contractual Services, in particular a reference to technical standards (e.g. DIN standards) as well as images, drawings and technical information provided by Wirelane in a public manner, in particular in advertising, brochures or other documents, are not part of the agreed characteristics, unless they are expressly agreed as statements on quality in the order confirmation or in the Individual Contract.

4.2 Guarantees are only binding for Wirelane if they are expressly agreed as a guarantee in the Individual Contract and Wirelane's obligations under the guarantee are defined in detail.

4.3 Wirelane reserves the right to make changes and improvements to the Contractual Services in the event of changes in the services provided by producers, suppliers or subcontractors and if these changes lead to changes in the subject matter of the services which are not insignificant. In addition, Wirelane reserves the right to make changes and improvements to the Contractual Services within the framework of further technical development or due to changed legal requirements, provided that they do not impair the usability of the Products and services for the contractually intended purpose and that they are reasonable for the customer, taking into account the interests of both parties. Wirelane will inform the customer of the change or improvement in writing or text form in advance.

### 5. Provision of Services

5.1 Performance periods and performance deadlines are non-binding, unless they are expressly described as binding in the order confirmation, Individual Contract or Performance Description. Two (2) weeks after the expiry of a non-binding performance period or a non-binding performance date, the customer may send Wirelane a request in text form to perform the service. After receipt of the written request, Wirelane shall be in default unless Wirelane is not at fault.

5.2 Partial services are permissible insofar as these are reasonable for the customer, in particular if the provision of the Contractual Services is otherwise ensured and the customer does not incur any significant additional work or costs as a result. Any partial performance permitted or approved in this sense may be invoiced separately.

5.3 The customer shall be in default of acceptance if they do not accept the offered product or the contractually provided service upon expiry of the binding performance period or on the agreed performance deadline. In case of non-binding performance periods or performance deadlines, Wirelane may notify the customer that the contractual service can now be provided; if the customer does not accept the Contractual Service within two (2) weeks of receipt of the notification of provision, they will be in default of acceptance. In the above cases, default of acceptance shall also occur if Wirelane stores products at the request of the customer.

### 6. General (cooperation) obligations of the customer, Approvals

6.1 The customer is obliged (i) to undertake at their own expense the acts of cooperation required for the provision of the Contractual Services, which are specified in the respective order, and (ii) on request, to provide Wirelane without charge with the information and objects required by the customer for the provision of the Contractual Services; Wirelane is entitled to use these for the purposes of the provision of the services.

6.2 Insofar as the customer does not provide the necessary cooperation or does not provide it in time, the performance periods shall be extended or the performance deadlines postponed by a corresponding period of time, plus an appropriate start-up period. If the delay on the part of the customer lasts for two (2) weeks or more, Wirelane may withdraw from the respective Individual Contract, without prejudice to the rights to which it is otherwise entitled and after setting an unsuccessful grace period.

6.3 The customer is obliged to comply with all legal and regulatory requirements applicable to them in connection with the Contractual Services. The customer must obtain all necessary approvals and submit all the necessary applications in connection with the installation and operation of the products in good time before performance of the service. Wirelane is entitled to withhold Contractual Services from the customer if the customer is in breach of the above obligations.

### 7. Prices and fees

7.1 The prices and fees agreed in the order confirmation and in the Individual Contract shall apply.

7.2 Any VAT that may be incurred will be charged separately at the statutory rate applicable at the time and is payable by the customer.

### 8. Payments, Payment in Default, Deterioration of Assets

8.1 Invoices can be issued from the time of performance or default of acceptance, unless otherwise agreed between the parties. Unless otherwise agreed, invoices shall be paid within 21 days of the invoice date without deduction to the account indicated by



Wirelane. Payments must be made in Euro. Bank charges shall be borne by the customer.

8.2 If the payment deadline is exceeded, the customer is in default without further reminder. The receipt of the invoice amount in the account indicated by Wirelane is decisive for the timeliness of payment.

8.3 In the event of payment in default, Wirelane shall be entitled to charge interest on arrears at a rate of five (5) percentage points above the applicable base rate. The assertion of further damages remains unaffected.

8.4 If it becomes apparent that, due to the financial situation of the customer, the fulfilment of their (existing or future) payment obligations is endangered (in particular, but not only, if (i) the customer ceases making payments, (ii) insolvency proceedings are opened over the assets of the customer, an application for such proceedings is filed or the proceedings are not opened due to lack of assets, (iii) seizure or execution measures are taken against the customer; (iv) bill or cheque protests are raised; or (v) direct debits are returned, also in respect of and/or to third parties), Wirelane is entitled, at its own discretion, to withhold the contractual performance until the agreed remuneration or fee has been paid in advance or until a reasonable security has been provided. This shall also apply if the customer is repeatedly in default of payment (at least in two (2) consecutive calendar months or in three (3) calendar months within a period of twelve (12) months) and as a result there are reasonable doubts about the customer's solvency or creditworthiness.

### **III. Sale of Products**

#### **1. Scope**

This part III. regulates the purchase of the products by the customer.

#### **2. Nature and characteristics of the Products**

2.1 The nature and characteristics of the products are specified in the order confirmation and individual contract as well as the data sheet referenced in the Individual Contract.

2.2 Some Products, especially the Charging Stations, can be configured by the customer according to the parameters specified by Wirelane. To the extent that the customer chooses a certain configuration, it results from order confirmation and Individual Contract.

#### **3. Terms of Delivery**

3.1 Deliveries shall be made EXW Incoterms 2010 from the registered office of Wirelane or, at the discretion of Wirelane, from the place of business of the respective supplier of Wirelane.

3.2 Wirelane may, at the request of the customer and at Wirelane's discretion, arrange the shipping of the goods on behalf of the customer. Wirelane reserves the right to charge the customer for the shipping costs.

3.3 Wirelane shall not be in default if Wirelane's suppliers do not deliver to Wirelane, do not deliver in accordance with orders placed or do not deliver on time for reasons for which Wirelane is not responsible, or in the event of force majeure. Wirelane will inform the customer of this and specify a new delivery date.

#### **4. Prices, payments**

4.1 The prices of the selected Products are stated in the order confirmation and/or the Individual Contract.

4.2 The prices are EXW Incoterms 2010, plus packaging, shipping and, if desired, transport insurance.

4.3 The purchase price of a Charging Station is due upon delivery

even if the customer orders further Contractual Services for these.

### **5. Reservation of Title**

5.1 The Products shall remain the property of Wirelane until all outstanding payment claims arising from the business relationship between Wirelane and the customer have been paid in full. If a current account relationship exists, Wirelane shall retain title and interest to the Products until all payments from acknowledged balances have been received.

5.2 Any processing or alteration of the reserved goods by the customer is carried out on behalf of Wirelane. If this takes place with third-party items which do not belong to Wirelane, or if the reserved goods are inseparably combined with such foreign objects, Wirelane shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the third-party items; the same shall apply to the new object as to the reserved goods. If a connection is made in such a way that the customer's item is to be regarded as the main item, the customer will transfer co-ownership to Wirelane on a pro rata basis.

5.3 The customer is prohibited from selling, pledging or assigning the reserved goods as security before acquiring ownership of the reserved goods. The customer is obliged, in the event of compulsory seizure and other impairments of the owner's interests, to inform the relevant party of Wirelane's ownership of the reserved goods and to inform Wirelane of this immediately in writing.

5.4 In the cases specified in part II., clause 8.4, Wirelane shall be entitled, after the unsuccessful expiry of a grace period of two (2) weeks, to take back the reserved goods, excluding any rights of retention of the customer; in the cases of part III., clause 5.2, Wirelane shall be entitled to take back goods in proportion to the co-ownership shares.

5.5 After taking the goods back and issuing prior warning, Wirelane shall be entitled to make appropriate use of the reserved goods. The proceeds of the sale shall be offset against the customer's liabilities, less reasonable costs of sale.

5.6 A withdrawal from the Individual Contract is not necessary for this purpose. Nor do demands for return, repossession, threats or exploitation constitute a withdrawal from the purchase contract.

### **6. Notification of Defects**

6.1 Any complaints shall be announced towards Wirelane in writing or in text form, stating the defect. If the Products are delivered directly from a supplier of Wirelane to the customer, any complaints by the customer must be addressed to both Wirelane and the supplier.

6.2 Complaints due to incomplete delivery and other, obvious defects must be submitted to Wirelane without delay, but at the latest within seven (7) days after delivery or within 24 hours after installation and commissioning. Other defects must be reported immediately, but at the latest within seven (7) days of their discovery.

6.3 The above provisions shall also apply if the customer orders other Contractual Services for the Products.

### **7. Warranty and Liability**

7.1 Defective products must be made available to Wirelane for inspection upon request. Section 439 (2) of the German Civil Code (BGB) remains unaffected by this.

7.2 Wirelane shall provide subsequent performance for defective Products by remedying the defect (rectification) or by delivering a defect-free item (subsequent delivery).

7.3 If a Product infringes a patent, copyright or other industrial



property right of a third party, Wirelane may, at its discretion, modify or exchange the Product in such a way that the rights of third parties are no longer infringed, but the product continues to fulfil the contractually agreed functions, or obtain the right of use or ownership owed to the customer by concluding a licence agreement.

7.4 In the event of infringements of rights to delivered Products by other manufacturers or sub-suppliers, Wirelane shall, at its discretion, either assert its claims against these for the account of the customer or assign the claims to the customer. In such cases, claims against Wirelane shall only exist if the legal enforcement of the above-mentioned claims against the manufacturers and sub-suppliers has been unsuccessful or is, for example, due to insolvency, futile.

7.5 The period of limitation for defect rights is two (2) years from delivery.

7.6 Apart from that customer's warranty and liability claims shall be governed by the provisions in part VII., clause 1.

#### **IV. Installation Services**

##### **1. Scope**

This part IV. regulates the provision of Installation and commissioning Services at Charging Stations by Wirelane or a third party commissioned by Wirelane.

##### **2. Service Description**

2.1 The installation services may include connecting the charging stations with the power cable at the agreed installation site, commissioning the Charging Stations and testing the hardware available at the installation site for the operation of the Charging Stations.

2.2 The scope of the Installation Services is defined in the order confirmation, the Individual Contract and the Service Description for the Installation Services referenced in the Individual Contract, if applicable.

2.3 Agreed performance deadlines for the Installation Services are binding.

##### **3. Installation Acceptance**

3.1 Unless otherwise agreed, a formal Installation Acceptance has to be carried out by the customer. This is done by signing an acceptance report by the customer on the one hand and by Wirelane or the installer providing the Installation Services on the other.

3.2 The customer may not refuse acceptance of the installation due to minor defects. An insignificant defect in the sense of this regulation is a defect which does not restrict the use of the Charging Station for its intended purpose and which does not give rise to any fear of consequential damage to devices and equipment connected to the Charging Station.

3.3 If the charging station is sold by Wirelane to the customer, part III., clauses 3.1 and 5 apply to the transfer of risk and ownership of the Charging Stations.

##### **4. Payment Terms**

4.1 The full remuneration for the Installation Services shall be due at the latest upon Installation Acceptance, unless an earlier date has been agreed in the order confirmation or in the Individual Contract.

4.2 Wirelane may request partial payments according to the progress of the work.

#### **5. Duties of Cooperation of the customer regarding Installation services**

5.1 The customer is obliged to provide Wirelane with the exact data of the Place of Performance before the Installation Services are provided, if necessary by adding appropriate plans.

5.2 The customer is obliged to ensure compliance with the Technical Requirements at their own expense. Any interfaces/connections to be provided by the customer will be specified in the order confirmation, the Individual Contract or the Installation Service Description.

5.3 The customer is obliged to confirm in writing to Wirelane before commencing the Installation Services, if necessary using a form provided to the customer by Wirelane, that (i) the Technical Requirements have been properly met, their unrestricted functioning has been tested and that they are suitable for the installation and operation of the charging stations; (ii) the place of performance is suitable for the number of Charging Stations envisaged, in particular, that it can support the envisaged number of Charging Stations; and (iii) the customer's internet connection has the capacity necessary to use the services booked.

5.4 The customer is obliged (i) to provide Wirelane with access to the Place of Performance required for the provision of the Installation Services; and (ii) to perform or provide the cooperation services defined in the Installation Service Description at the agreed times, in each case at their own expense. Further information can be found in the order confirmation, the Individual Contract or the Installation Service description.

#### **6. Warranty Claims, Liability**

6.1 If Installation Services ordered are carried out in a defective manner, Wirelane will provide subsequent performance by providing the Installation Services free of defects.

6.2 Rights arising from defects shall lapse two (2) years from Installation Acceptance.

6.3 Apart from that customer's warranty and liability claims shall be governed by the provisions in part VII., clause 1.

#### **V. SaaS Services**

##### **1. Scope**

This part V. regulates the SaaS Services.

##### **2. Service Description**

2.1 The SaaS Services include (i) the online provision of the SaaS Software; (ii) the use of the Charging Station and connected services with it via the SaaS Software, especially via the App; and (iii) the respectively offered SaaS Service- and Operation Levels. Further services may be defined in the Service Description SaaS, the Individual Contract or the order confirmation.

2.2 SaaS Services are offered for the Charging Stations of Wirelane as well as for Charging Stations of other manufacturers. Wirelane does not assume any liability that the charging solutions of other manufacturers fulfil the preconditions to be connected with the Wirelane SaaS Platform. The Customer resp. the manufacturer is solely responsible for the auditing and potentially needed adjustments of interfaces to this hardware. Performances to be delivered by Wirelane in this context require a separate order and will be separately invoiced.

2.3 As part of the SaaS Services Wirelane makes available the App. The right to use the App is defined the then applicable provisions of use for the customer portal and the App.



### 3. SaaS Software

3.1 Wirelane makes the SaaS Software available online to the customer on the Wirelane SaaS Platform. The scope of SaaS Services licensed to the customer is specified in the respective Individual Contract and/or the order confirmation.

3.2 The SaaS Software is hosted on a Wirelane server, at Wirelane's choice, or on the servers of third parties commissioned by Wirelane, or offered as a Cloud solution. No object code, no source code and no physical data carriers shall be provided to the customer.

3.3 The version of the SaaS software and the currently booked scope of services licensed by the customer shall be as shown in the contract confirmation and / or the Agreement.

3.4 Wirelane shall provide the customer with the standard documentation for the SaaS software in electronic form drafted in German or in English.

3.5 Wirelane is entitled to further develop, improve, modify and update the SaaS Software at any time ("updated SaaS software"). Wirelane shall inform the customer about the input of new software statuses.

3.6 If the updated SaaS Software relates to modifications of the hitherto used SaaS Software, the updated SaaS Software shall be provided to the customer without an adaptation of the remuneration. If the updated SaaS Software contains significant enhancements of the services and functionalities offered ("enhanced updated SaaS software"), the customer shall be offered the use of the enhanced updated SaaS Software at the currently disclosed fees by Wirelane. The customer is free to license the enhanced updated SaaS Software under the currently offered conditions.

### 4. Registration, Customer Account

4.1 To use the SaaS Software, the customer must register on the Wirelane SaaS Platform. To do so, the customer must correctly specify the data requested on the Wirelane SaaS Platform and create a password.

4.2 After successful registration, Wirelane shall create an account for the customer.

### 5. Usage of the SaaS Software

5.1 The scope of use of the SaaS Software is determined by the SaaS Service Description, the product description, the provisions of the Individual Contract and its appendices, the SaaS documentation and the provisions of these GTC.

5.2 Wirelane grants to the customer the non-exclusive and non-transferable right, limited in time to the term of the Agreement resulting from the Individual Contract or the order confirmation or these GTC, and the territory of the EEA, to use the SaaS Software in accordance with the contractual provisions, access the SaaS Documentation as well as the SaaS Specification of services and use these by means of remote access for the Charging Points assigned to the customer.

5.3 The customer may register Authorised Users, who may access and use the SaaS Software in accordance with these provisions. No contractual relationship shall be established between Wirelane and the Authorised Users. Reference is made to part V., clauses 5.5 and 7.2.

5.4 The customer is not entitled (i) to grant licences or sub-licences for the SaaS Software, or to sell, rent, outsource or otherwise make it available to third parties, unless this is expressly permitted in the Individual Contract or in the GTC; and (ii) to translate, decompile, reverse engineer or otherwise modify, use or exploit the SaaS Software.

5.5 The customer is liable for all acts and omissions of Authorised

Users and third parties who access the SaaS Software via their customer account, as for their own actions or omissions.

### 6. Service- and Operation Levels, Downtimes

6.1 Wirelane constantly enhances the SaaS Software and provides support services for this purpose. To enable the integration of the system with the components of other supported suppliers Wirelane continually installs updates of the SaaS Software. Within the course of installing updates Planned and Unplanned Downtimes may occur.

6.2 Wirelane may use the Planned Downtime Windows provided for in the SaaS specification of services for Planned Downtimes. Wirelane shall inform the customer about Planned Downtimes with an appropriate run-up time in writing or text format or via the Wirelane website.

6.3 Unplanned Downtimes shall occur in urgent cases (e.g. in the event of risks to the security of the SaaS services), in the event of system overloading; system breakdowns or an event of Force Majeure.

### 7. Customer's duties to cooperate at SaaS services

7.1 The customer must set up resp. provide all Technical Requirements and necessary hardware required for the use of the SaaS services at its own expense. The customer is especially obliged (i) to establish and set up the charge infrastructure and maintain this ready for operation; (ii) acquire all third party software and corresponding licences (including browser software and required licences) that are required for the use of the SaaS services and the provision of support services; (iii) establish the required connections to the Wirelane SaaS Platform; and (iv) provide the information and items at Wirelane that are required by the customer for the provision of the contractual services free of charge upon request. Wirelane is entitled to use these for the purpose of the provision of the service and provide these also to third parties e.g. a commissioned installation- and service company.

7.2 The customer is liable for ensuring the proper input, maintenance and security of its data and the data of third parties assigned to him such as Authorized Users.

7.3 The customer is obliged to comply with the requirements defined by Wirelane for the use of the SaaS services, in particular the applicable security guidelines and policies in accordance with the SaaS Documentation and any other security guidelines and policies communicated to the customer by Wirelane.

7.4 The customer is obliged to change their password at regular intervals. Disclosing of the password to third parties is not permitted. If the customer knows or suspects that a third party has obtained knowledge of their password, the customer shall inform Wirelane immediately in writing or in text form and change their password. Reference is made to part V., clause 4.

7.5 The customer must ensure that their data and the software used by them are free of viruses, Trojan horses and similar content which could damage the Wirelane systems. In particular, the customer must not (i) use or transmit malicious software; (ii) circumvent Wirelane's security measures; (iii) access information which they are not authorised to access, in particular information of other customers of Wirelane; (iv) violate copyrights, industrial property rights and trade and business secrets of Wirelane or third parties; (v) send spam or other inappropriate content (e.g. insulting comments); and (vi) set deep links to the Wirelane SaaS platform.

7.6 The customer is obliged to establish the statutory and regulatory requirements applicable to it in connection with the Contractual Services and maintain these continuously during the term of



the contractual relationship. The customer must obtain resp. carry out all required approvals in connection with the installation and the operation of the Charging Station in good time before the provision of the services. Wirelane is entitled to withhold Contractual Services toward the customer if the above-mentioned obligations are infringed.

7.7 In so far as the customer discovers faults in the SaaS Services, they shall immediately report these to Wirelane and support Wirelane to a reasonable extent and free of charge in eliminating the faults. If, in the course of Wirelane's examination of the defect reported by the customer, it is established that the defect did not occur within the area of responsibility of Wirelane, Wirelane shall be free to charge the customer for the costs of the examination of the defect at the then applicable rates. This does not apply if the customer was unable to recognise that the defect did not occur within the sphere of responsibility of Wirelane, even when applying the reasonable and necessary care.

7.8 If the customer does not provide the required acts of cooperation or not provide these in good time, the service deadlines shall be prolonged resp. the service dates shall be postponed by a corresponding period plus an appropriate run-up period. If the delay by the customer lasts two (2) weeks or more, Wirelane may withdraw from the respective Agreement without prejudice to other rights vested in it. In addition, the customer shall indemnify Wirelane at first request against all third-party claims in this connection.

## 8. Term and Termination

8.1 Unless otherwise agreed in the order confirmation or the Individual Contract, the initial contract term for the use of SaaS Services is twelve (12) months from receipt of the order.

8.2 The initial contract term for the SaaS services is automatically extended by twelve (12) months in each case, unless the contract is terminated by one of the parties with three (3) months' notice to the end of the initial contract term or the respective extension period.

8.3 The right of both parties to terminate for good cause remains unaffected.

8.4 Good cause for termination by Wirelane shall be deemed to exist in particular if the conditions of the provisions in part II., clause 8.4 are met.

8.5 Upon termination of the contractual relationship, for whatever reason, the parties are obliged to duly wind up the contractual relationship. To this end, Wirelane will in particular (i) return the customer's data stored in the context of the contract to the customer or transfer them to a third party designated by the customer at the customer's expense and in a form chosen by Wirelane, and (ii) erase the customer's data immediately after confirmation of the successful transfer and destroy all copies made thereof, to the extent that these are no longer required for the assertion of Wirelane's own claims or due to statutory storage obligations.

## 9. Prices and Fees

9.1 For the use of the SaaS Software, the following fees must be paid:

9.1.1 Monthly fees for the use of the SaaS Software, SaaS Services and recurrent services; and

9.1.2 One-off fees for one-off services such as e.g. integration of hardware in the Wirelane SaaS platform; and

9.2 The amount of the owed prices and fees is regulated in the Individual Contract and/or the order confirmation.

9.3 The monthly usage fees as per item 9.1.1 for a Charging Point shall be billed by Wirelane in each case at the beginning of a calendar quarter for the SaaS Services to be provided in the then ongoing calendar quarter. If the Agreement begins during an ongoing calendar quarter, the SaaS Services shall be billed at the end of the calendar quarter. The billing is done based on the Charging Points registered for the customer at the beginning of the billing period. If further Charging Points are added during a calendar quarter, these are billed subsequently with the following calendar quarter's bill. If more Charging Points are announced than new ones added during a calendar quarter, Wirelane shall draft a credit note, which shall be deducted from the calendar quarter's bill for the then commencing calendar quarter at the end of the calendar quarter.

## VI. Support and Service Level Services

### 1. Scope

This part VI. regulates the Support and Service Level Services.

### 2. Support- and Service-Level-Services

2.1 Wirelane shall provide the Support and Service Level Services, which have to be booked separately for each Charging Point. Both Level-1 as well as Level-2 support services are offered.

2.2 The provision of Support and Service Level Services requires that the customer (i) has licensed the back-end and the back-office application for the respective Charging Point; (ii) has granted a commission for Level-1 and possibly Level-2 services to Wirelane; (iii) the electrically qualified person commissioned has installed the Charging Station properly.

2.3 In addition to the requirements in part VI. clause 2.2, a validation of the Charging Point must be carried out. If the customer merely books Level-1 support services, the site validation shall be done by Wirelane by remote connection. If the customer also books Level-2 support services, the validation of the Charging Point shall be done at its site. Reference is made to part VI. clause 2.8.8. If defects are detected that do not fall under the warranty in the context of the validation to be carried out, the customer must initially rectify the defects detected at its own expense. This shall be assumed in the support only upon the successful validation of the Charging Point. An implemented successful validation does not state that the Charging Point is actually free from defects at this time. If Wirelane realises at a later time that defects exist, it shall inform the customer about this without undue delay and request it to have the defect remedied at own expense, unless Wirelane is responsible for this, or still have to be remedied in the context of any existing warranty rights.

2.4 With meeting the above defined requirements, the respective Charging Point shall be connected with the back-end application through the Wirelane SaaS Platform.

2.5 The Back-End processes the data generated resp. read out in the Charging Point as well as associated devices and in the context of booked services. The ongoing monitoring of the Charging Point and initial diagnosis of emerging faults is done through the back-end. If possible, faults emerging at the Charging Point shall be rectified per remote access.

2.6 In the Level 1 and Level 2 support, the following fault classes are distinguished:

Fault Class	Recording Service ticket	Processing Remote access	Forwarding Booking at Level 2



(i)	Warning	Level 1	Level 1	Level 2
(ii)	Slight fault - Back-End	Level 1	Level 1	---
(iii)	Slight fault – Charging Station	Level 1	Level 1	Level 2
(iv)	Emergency	Level 1	---	Level 2

(i) F 3 – Warning

The Charging Point sends a warning signal. The charging of e-vehicles via App or charge card is still possible however. A remedy of the fault may possibly also be done through the customer.

(ii) F 2 B – Slight fault, Back-End

The Back End is affected. The charging of an e-vehicle is impossible or only possible to a limited degree.

(iii) F 2 L – Slight fault, Charging Station

The charging system is affected. The charging of an e-vehicle is impossible or only possible to a limited degree. A repair of the Charging Point is required.

(iv) F 1 – Emergency

Due to the fault the connected e-vehicle is not approved and/or there is a risk for life or limb of the customer resp. an End User.

(v) If several faults of the same classes occur at the same time, Wirelane is responsible for the prioritisation of the processing.

**2.7 Level-1 Support Services**

2.7.1 Level-1 Support Services are offered both for Wirelane’s Charging Points, as well as for other manufacturer’s Charging Points.

2.7.2 Wirelane offers the customer Level-1 Support Services in connection with the *Wirelane Pro* and *Wirelane Expert* service packages.

2.7.3 The Level-1 Support Services shall be provided from Monday to Sunday, in each case 0.00 am to 11.59 pm, including public holidays (24/7/365).

2.7.4 The subject matter of the Level-1 support is the Level-1 Hotline. This may be used by the customer and End User on the service days within the offered service times. Faults may be notified via e-mail or telephone to Wirelane’s Service Desk. The Service Desk shall create the service ticket, whose processing number must be used by the parties during the period of the service. Wirelane discloses the current contact data of the Level-1 Hotline to the customer. The Level-1 Hotline is offered in English and in German.

2.7.5 The Level-1 support continues to include the monitoring of the support of the Charging Point per remote connection. If possible, faults reported through the Hotline shall be remedied by remote access.

2.7.6 If the rectification of the fault by remote connection is not possible, and the customer has commissioned the Level-2 support, the service ticket shall be forwarded for further processing within 3 (three) Business Days after creation of the service ticket at the Level-2 support. There, the further processing of the ticket is done in accordance with the booked service levels.

2.7.7 If the customer commissions another service provider with the Level-2 support, Wirelane shall forward the service ticket to this service provider. The customer is exclusively responsible for notifying Wirelane of the currently updated data of the service provider commissioned by it necessary for this.

2.7.8 At the end of the service, the customer shall receive a service report concerning this.

**2.8 Level-2 Support Services**

2.8.1 Level-2 support may only be booked in connection with Level-1 support and the service package *Wirelane Expert*.

2.8.2. Level-2 Support Services are exclusively offered for Wirelane’s Charging Points.

2.8.3 If faults cannot be rectified in the context of the Level-1 supports, the service ticket as per part VI. clause 2.7.6 shall be forwarded to the Level-2 support.

2.8.4 Faults of class F 1 and F 2 are processed within three (3) Business Days; faults of class F 3 within five (5) Business Days after transfer by the Level-1 support. If a fault of the class F 4 occurs, the site is protected within six (6) hours from the creation of a service ticket.

2.8.5 Service days of the Level-2 support services are the Business Days. Service time in each case is between 08.00 am and 05.00 pm CET. Wirelane shall begin with the processing of faults reported outside of the service times on the following service day.

2.8.6 The Standard-Level-2 support includes the scheduled review of the Charging Point on site as per DGUV Standard, in accordance with the support intervals currently defined by Wirelane, as they are stated in the service documents published by Wirelane in the currently updated current version.

2.8.7 In addition, Wirelane offers the following Level-2 support services, which must each be booked separately and remunerated as per the provisions in the Individual Contract and/or the order confirmation:

- (i) Site Evaluation (SEV)
- (ii) Emergency Site Protection (ESP)
- (iii) On-Site Error Analysis (VOA)
- (iv) On-Site-Fault Clearing (VOE)
- (v) Preventive Maintenance (PvM)

2.8.8 SEV

(i) The SEV must be carried out if the installation of the Charging Station is not done by Wirelane. It serves to ensure a properly implemented installation. Reference is made to part VI. Clause 2.3.

(ii) An integral part of the SEV is the security check. In this, the following inspections are carried out: (a) the installation of the Charging Point corresponds to the valid and applicable provisions as well as the generally acknowledged rules of technology. (b) All assembly parts are fastened properly and the Charging Station is built up on schedule and securely. (c) The cable clamp halves are without any gaps and firmly screwed with each other. (d) The Charging Point’s site data were verified (mobile telephone GPS coordinates or determination by a comparable device for the display of the GPS data). (e) the Charging Points were tested and function properly. (f) The charge cables can be driven in and out unimpeded and properly.

(iii) In the context of the SEV, the electrical installation is inspected as follows: (a) the cables have the line cross section in accordance with Wirelane’s specification and were properly installed. (b) For double steles in each case a separate forwarding to the Charging Point is available [recommended cabling]. If the installation is implemented with a set of input cables, the configuration must be adapted to the circumstances (load management per double stele taking into account the maximum connected load of the forwarding). (c) All electrical tool identification plates were correctly attached and do not display any damage. (d) The tension between the conductors’ L 1 to L 3 required by the customer lies at a max. tension of 3% and the direction of rotation is correct (measured at the TYP2-transfer point – with a fixed cable plug on the vehicle side resp. if there is no fixed cable TYP2 socket). (e) The securing of the Charging Station through line protection switch (in 1 phase 1-pin, in 3 phases 3-pin) is realised corresponding to the Charging Station output. (f) The line protection switches that supply the individual units have the right number and size in accordance with the station configuration. (g) The line



protection switches are new, or in any case in a very good condition. (h) The line protection switches are labelled correctly. (i) The Charging Station is earthed as standard.

(iv) The Charging Point's mobile telephony connection is being inspected. This includes (a) the measuring of the mobile telephony reception level at the master Charging Station by means of a mobile telephone reception app; and (b) all slave Charging Stations (in the case of double steles) must be communicated with the master Charging Station and communicate with this through a bus.

(v) The SEV is carried out on Business Days between 08.00 am and 04.00 pm. Wirelane shall agree an appointment and the procedure of the SEV with the customer. During the SEV, the Charging Point resp. the Charging Station possibly may only be useable to a limited degree. The customer must draw attention to this and ensure that the Charging Station is freely accessible and not occupied at the agreed time.

(vi) At the end of the SEV, Wirelane draws up a protocol in which any determined defects to be remedied by the customer must be noted.

**2.8.9 ESP**

(i) In the case of a fault of class F 4 the Charging Station for the protection of life and limb is properly safeguarded and switched off. As a rule, for this purpose the electricity supply is disrupted.

(ii) The ESP service may be contacted through the Level-1 Hotline. Compliance with the response times of six (6) hours requires that the customer has booked the service package *Wirelane Expert*.

(iii) After securing the Charging Station, Wirelane informs the customer. If necessary, further security forces (e.g. the police / fire brigade) are added. Hereby arising costs must be borne by the customer.

**2.8.10 VOA**

(i) The VOA is initiated if the Remote Error Analysis is not possible, or is only possible to a limited degree in the context of the Level-1 support.

(ii) In the context of the VOA, measurements are conducted on site, inspection algorithms are worked through, the configuration of a Charging Point is possibly changed or also some modules are inspected.

(iii) If the customer has commissioned the PvM, the PvM may also be carried out in the context of the VOA.

(iv) The VOA is usually commissioned after coordination with the Level-1 Hotline by the customer. The assignment request by the customer must be made in writing or via e-mail.

**2.8.11 VOE**

(i) The subject matter of the VOE is the exchange of defective modules (Plug & Play), possibly setup of a changed configuration or also installation and setup of new software updates.

(ii) If the customer has commissioned the PvM, the PvM may also be carried out in the context of the VOE.

(iii) The VOE is usually commissioned after coordination with the Level-1-Hotline by the customer. The assignment requests by the customer must be made in writing or via e-mail.

(iv) Measures to be carried out by Wirelane in the context of the fault correction shall be coordinated with the customer.

**2.8.12 PvM**

(i) The PvM serves the regular control and confirmation of the error-free function of the Wirelane systems.

(ii) The PvM's measures are not obtained through Wirelane's Level-1 Hotline. Rather, the customer coordinates a service plan to be renewed at least yearly with Wirelane, within which the PvM's measures are carried out.

(iii) The subject matter of the PvM is the review of the environmental conditions of the Wirelane systems and the system locations for compliance with the assignment terms and conditions defined in the operating instructions. In this regard, inter alia the mechanical construction such as housing, masts, towers, racks/stands and further integral part of the installation is reviewed for compliance with the specified parameters.

(iv) In the context of the PvM, where commissioned, technical changes to the Wirelane systems and/or of the replacement of components may be carried out. Reference is made to part VI. Clause 2.8.10 (iii) and 2.8.11 (ii).

(v) If the PvM's measures influence the Charging Point's active operation, Wirelane shall inform the customer about this with knowledge. The customer must then issue its consent for the implementation of the planned measures and attach a corresponding reference at the Charging Point.

(vi) If during the implementation of a PvM it is realised that a defect to the Wirelane systems exists that cannot be rectified in the context of the PvM, Wirelane shall inform the customer about this. The customer may then commission a VOE in the context of the Level-2-support.

(vii) The PvM's services must be booked on Business Days at the usual business times by Wirelane.

**2.9 Customer's cooperation obligations**

The customer must provide the following cooperation services at its own expense:

2.9.1 The customer shall designate a representative, who has the required technical competences and administrative responsibilities to coordinate and possibly release required and commissioned services for a site.

2.9.2 The customer shall provide the required electricity for the provision of the services, any required communication devices as well as required charge authorisation means.

2.9.3 If Wirelane provides services at the site, the customer must ensure that

(i) the unimpeded and safe access to the site, the Charging Station and the premises in which the transfer related installations are located is guaranteed for the entire term of the fault correction;

(ii) the unimpeded and safe access to the Charging Station's technical documentation, including the plans and instructions required for the provision of the service is ensured;

(iii) Wirelane service employees can inspect the logbook and all documents concerning the system management of the respective Charging Point.

2.9.4 Wirelane shall inform the customer without undue delay in writing or in text format, indicating the Charging Point concerned and the circumstances impeding the service, if owed cooperation services are not provided or provided only to a limited degree. The customer shall put an end to these circumstances without undue delay. Wirelane is released from the provision of services until the rectification of the circumstances impeding the service.

2.9.5 The customer must carry out the following regular inspections for the purpose of a fault-free operation and the early determination of any faults:

Inspection periods of charging infrastructure for e-vehicles in line with DGUV Regulation 3			
When	Where	What	Who
Daily	Loading station	Visual inspection prior to use	User



		Control of the readiness for operation	
Half yearly	Residual current protection device  Charging Cable	Confirmation of the test button Repetition of the measurements and inspection in accordance with VDE 0701/702	Person qualified to inspect
Yearly	Overall plant  Charging column	Repetition of the measurements and inspection in accordance with VDE 0105/100 Inspection of public safety	Person qualified to inspect
© Wirelane – Source E-CHECK, e-mobility, Guideline 101702			

The customer is especially obliged to carry out the scheduled review of a Charging Point as per DGUV standard half-yearly, as well as implement the requirements resulting from the applicable laws or public law standards and regulations. In addition, supplementary requirements for one Charging Point or another issued by Wirelane may result from the currently updated operating instructions.

2.9.6 Wirelane shall observe the customary safety regulations disclosed for a site by the customer. If this leads to a higher expense, the customer shall bear this.

2.10 If the customer does not book any Service Level Services for a Charging Point, services provided by Wirelane outside of the warranty shall be billed at the currently applicable remuneration rates.

### 3. Warranty and Liability

3.1 In so far as the customer does not conduct planned Support Services and due to this a defect at the Products arises, the warranty for the Product elapses. Same applies if Support Services are conducted by non-authorized third parties and due to this a defect arises at the Products.

3.2 Any warranty claims of the customer for the Products and Installation Services shall be unaffected by the Support- and Service-Level-Services.

### 4. Remuneration

4.1 The amount of the remuneration due is defined in the order confirmation and/or the Individual Contract.

4.2 The remuneration for provided Support- and Service-Level-Services according to part VI. Clause 2. shall be billed monthly. The billing is done based on the calculation until the 15<sup>th</sup> day of a month for the Services delivered in the preceding month.

4.3 The remuneration for Support- and Service-Level-Services (as e.g. VOE) shall be due after delivering the respective services and with finalization of the service ticket. Wirelane will invoice the Services delivered in the running month each time at the 15<sup>th</sup> of the following months.

4.4 Any additional expenditures in the course of the Support- and Service-Level-Services will be billed by Wirelane to the then applicable rates of remuneration as defined in the Individual Contract or the order confirmation.

4.5 The remuneration for on-site support is due latest with acceptance of the Support Services. Wirelane may ask for progress payments for delivered partial services.

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Support- and Service-Level-Services for Customers, November 2020

### 5. Term and Termination

9.1 Unless otherwise agreed in the order confirmation or the Individual Contract, the initial contract term for Support and Service Level Services shall be twelve (12) months from order confirmation or from the commencement of the services for a Charging Point.

5.2 The term is calculated separately for each Charging Point.

5.3 If the Parties agree on an initial term for the Support and Service Level Services in the Individual Contract, the initial term shall be automatically extended by twelve (12) months in each case, unless the Individual Contract is terminated by either party with a notice period of three (3) months to the end of the initial term or the respective extension period.

5.4 The right of both parties to terminate for good cause remains unaffected.

5.5 Good cause for termination by Wirelane shall be deemed to exist in particular if the conditions of the provision in accordance with part II., clause 8.4 are met.

### VII. Final Provisions

#### 1. Liability and Warranty

1.1 Wirelane's liability for damages in the event of slight negligence is limited to damages resulting from the violation of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the customer regularly relies and may rely. In this case, the liability is limited to the typical, foreseeable damage.

This limitation of liability equally applies to damages caused by negligence on the part of employees or vicarious agents of Wirelane who are not members of the management bodies or executives of Wirelane.

1.2 Any liability on the part of Wirelane for any intangible, indirect or consequential damage, including, but not limited to, loss of profit, loss of turnover or loss of contract, resulting from non-compliance with or the non-fulfilment of contractual obligations on the part of Wirelane, is excluded.

1.3 In cases under part VII., clause 1.1, the claims shall lapse two (2) years from the time when the claim arose and the customer became aware of the circumstance giving rise to the claim. Irrespective of the customer's knowledge, the claim shall expire three (3) years after the occurrence of the event causing the damage.

1.4 In case of the sale of Products, the period of limitation for claims for damages due to defects shall be governed by part III., clause 7.4. In case of installation services, the period of limitation for claims for damages due to defects shall be governed by part IV., clause 6.2.

1.5 To the extent that Wirelane is liable pursuant to this part VII., clause 1, the liability of Wirelane shall be limited to (i) in case of the provision of installation services, twice the fee for the relevant installation service in connection with which the damage occurred; (ii) in case of support and service level performances, to the fee paid by the customer for the support and service level performances in the twelve (12) months preceding the damaging event; and (iii) in the case of SaaS services, to the fee that the customer paid for the SaaS services in the twelve (12) months preceding the damaging event; however, in cases of (ii) - (iii), up to a maximum of EUR 5,000.00 per damage event.

1.6 The above limitations of liability shall apply to all claims for damages irrespective of the legal grounds, with the exception of claims for damages by the customer (i) due to intent, (ii) under the German Product Liability Act, (iii) due to maliciously concealed defects, (iv) due to defects in respect of which a guarantee



of quality has been given (the liability provisions and limitation period resulting from the guarantee shall apply), (v) for injury to life, body or health or (vi) for gross negligence on the part of management bodies or executives of Wirelane.

1.7 Wirelane shall only be liable for the loss of data (i) within the scope of the above limitations of liability and (ii) if and to the extent that this loss could not have been avoided by appropriate data backup measures taken by the customer.

1.8 The above limitations of liability also apply to claims for damages by the customer against the management bodies, executives, employees or vicarious agents of Wirelane.

1.9 Insofar as Wirelane offers subsequent performance, this does not constitute an acknowledgement of a legal obligation to do so.

1.10 In the event of rectification of defects, the original limitation period relating to the product or service shall continue to run. The same applies in the event of delivery of a replacement product.

1.11 If the rectification finally fails, the customer may withdraw from the respective individual contract.

## 2. Force Majeure

2.1 The parties shall not be liable for and shall not be obliged to provide compensation for any damage suffered by the respective other party as a result of the occurrence of an event of force majeure.

2.2 A force majeure event is an act, event or circumstance, or a combination of acts, events or circumstances, that meets the following cumulative conditions: (i) the event is beyond the control of the parties; (ii) it could not have been avoided or remedied by the party concerned acting in a reasonable and prudent manner (including by taking reasonable precautions); and (iii) it has the effect of preventing or delaying performance of the obligations of the affected party under the present contract.

2.3 The occurrence of a force majeure event shall result in the suspension of the performance of the obligations of the party affected by a force majeure event, without that party being liable for the failure to perform or defective performance of its obligations due to the event for the entire duration of the force majeure event.

2.4 Each party undertakes to notify the other party immediately of the occurrence of a force majeure event.

## 3. Property Rights

3.1 Wirelane shall remain the owner of all patents, copyrights and other industrial property rights in connection with the contractual services, in particular all patents, copyrights and other industrial property rights to the SaaS Software and the Wirelane systems.

3.2 The customer shall immediately notify Wirelane in writing if any claims are made against them due to the infringement of the industrial property rights referred to in part VII., clause 3.1.

## 4. Provisions on Data Protection

4.1 The personal data of the customer which are collected in the course of setting up and performance of the agreements are solely processed for these purposes. Legal basis therefore is Art. 6 sect. 1 b) GDPR.

4.2 Wirelane has employed service providers to deliver the contractual services. In so far as personnel data is transferred to a service provider to fulfil the contractual obligations of Wirelane or if these service providers process personnel data on behalf of Wirelane, Wirelane has entered into a data processing agreement in accordance with the statutory data protection provisions (Art. 28 GDPR). In case that one of the service providers has its seat in a third country for which the European Commission did not issue

an adequacy decision, the processing of data is conducted on the basis of the standard contractual clauses approved by the European Commission.

4.3 The customer may at any time request access to information about their personnel data being stored. The customer furthermore has the right to object the use, processing, storage and transfer of the personnel data or withdraw a consent given, if the processing of the data is not needed for fulfilling the contractual obligations anymore.

4.4 All requests for information shall be addressed to Wirelane by detailing the questions as good as possible. Wirelane will answer the request as fast as possible, trying to overcome your concerns.

4.5 Beside this our customers may contact the data privacy officer of Wirelane under [datenschutz@wirelane.com](mailto:datenschutz@wirelane.com).

4.6 Furthermore customers may lodge a complaint at the data protection authority. The competent data protection authority for Wirelane is the Bavarian Landesamt für Datenschutzaufsicht (BayLDA), Promenade 18, 91522 Ansbach, +49 (0) 981 1800930, [poststelle@lda.bayern.de](mailto:poststelle@lda.bayern.de).

4.7 The personnel data of the customer will be deleted once the purpose of their storage ceases. If not required by the customer before, the data collected will be deleted after termination of the contracts between Wirelane and the customer, provided that the data is not required anymore for terms of winding up the contractual relationship or to assert claims.

## 5. Subcontractors

Wirelane is entitled to use sub-contractors at its own discretion to provide the services.

## 6. Set-off and right of retention

6.1 Offsetting against or the exercise of a right of retention by the customer on the basis of disputed claims or claims which have not been legally established is excluded.

6.2 The exercise of a right of retention by the customer is also excluded insofar as the asserted counterclaims are not based on the same contractual relationship.

## 7. Assignment

7.1 The customer may not assign, in whole or in part, their rights and obligations without the prior written consent of Wirelane.

7.2 Wirelane is permitted to assign its rights and obligations, in particular to affiliated companies within the meaning of section 15 et seqq. of the German Stock Corporation Act (AktG).

## 8. Cancellation Policy

### 8.1 Right of withdrawal

**You can withdraw from this contract within 14 days without giving reasons. In order to meet the deadline, a clear declaration (e.g. in writing by letter or fax, by e-mail or by telephone) must be made to Wirelane which clearly states that you wish to withdraw from the contract. For a withdrawal in text form, the withdrawal form accessible online via our website can be used. You are also free to formulate your own clear declaration to us instead of using this template. The withdrawal period is 14 days from the day on which you, or a third party other than the carrier designated by you, took or has taken possession of the goods (or the last goods, the last partial shipment or the last piece in the case of a contract for several goods of a single order or the delivery of goods in several partial shipments or pieces). Insofar as the goods have been produced in accordance with special requirements and specifications stipulated by you, we expressly refer to part VII., clause 8.4. A right of withdrawal is**



excluded if the conditions specified there in more detail are met. The timely dispatch of the notice of withdrawal shall suffice to comply with the withdrawal period. The withdrawal must be addressed to:

Wirelane GmbH, Prinzregentenplatz 15, 81675 Munich, Germany, Tel: +49 (0) 89 230 249 04, e-mail: info@wirelane.com.

#### **8.2 Consequences of the withdrawal**

If you withdraw from this contract, we shall refund to you for all payments we have received from you, including delivery charges (except for any additional costs resulting from your choice of a different method of delivery from the low-cost, standard delivery option we offer), without delay and no later than 14 days from the date of receipt of the notice of your withdrawal. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you. We will not charge you any fee for the refund. We may refuse a refund until we have received the goods back or until you have provided proof that you have sent the goods back to us, whichever is earlier.

You must return the goods to us without delay and in any case within 14 days at the latest from the day on which you inform us of the cancellation of the contract. The deadline is met if you send the goods before the end of the 14-day period. You will be required to bear the regular costs of the return shipment if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of € 40, or if, in the case of a higher price of the goods, you have not yet provided the consideration or a contractually agreed partial payment at the time of the withdrawal. Otherwise, the return is free of charge. Goods that cannot be sent by parcel post will be collected from you.

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for testing the nature, quality and functioning of the goods.

#### **8.3 Services received**

Insofar as Wirelane provides services at your request during the withdrawal period, in particular examinations or establishment of the technical conditions required for the setting up and installation of the products at a location designated by you, you must pay an appropriate remuneration for this. Unless otherwise agreed, the remuneration for this will be based on your order and the acceptance by Wirelane.

#### **8.4 Exclusion and lapse of the right of withdrawal**

The above right of withdrawal does not apply if the ordered goods are not prefabricated and an individual selection or determination by you was decisive for their production, or the goods are clearly tailored to your personal needs.

The right of withdrawal expires if the contract has been completely fulfilled by both parties at the request of the customer before the customer has exercised their right of withdrawal.

#### **8.5 Withdrawal form template**

If you wish to withdraw from a contract concluded with Wirelane, you can do so using the following form:

I, [your name], hereby withdraw from the following contract concluded with Wirelane GmbH:

Title/description of the contract:

Order number:

Ordered on / goods received on:

Your postal address:

Your e-mail address:

Date of your letter:

Your signature:

Please send your letter to the following address:

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Support- and Service-Level-Services for Customers, November 2020

Wirelane GmbH, Prinzregentenplatz 15, 81675 Munich, Germany,  
E-mail: info@wirelane.com

#### **9. Amendments, written and text form**

9.1 Without prejudice to part I., clause 2, Wirelane reserves the right to make other changes and amendments to the GTC and the respective service descriptions, provided that they are to the benefit of the customer or, taking into account the interests of both parties, are reasonable for the customer.

9.2 The customer will be informed of any amendments and additions to the GTC and service descriptions pursuant to this clause by Wirelane in writing or by e-mail at least four (4) weeks before they take effect. They shall be deemed approved if the customer does not object in writing or text form within two (2) weeks after receipt of the notification. Wirelane will inform the customer separately of this legal consequence in the notification.

9.3 The termination of the contractual services in accordance with these GTC and the Service Descriptions shall be done in text form, if another form is not legally required.

9.4 Insofar as written or text form is required in these GTC, this also includes any form of electronic communication, in particular, but not exclusively, via e-mail and transmission via fax.

9.5 In all other respects, amendments and supplements to the GTC and service descriptions must be made in writing to be effective. This also applies to the cancellation or waiver of the requirement for the written form.

#### **10. Applicable law, place of jurisdiction, severability clause**

10.1 All legal relations between Wirelane and the customer shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the GTC and individual contracts is the registered office of the defendant party.