Terms and conditions and data-protection of KENTIX360 and KENTIX360-SIM of KENTIX GmbH
Date: 23.05.2018

1. Scope of validity
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1.1 KENTIX GmbH ('KENTIX') offers its services for the end Customer ('Customer') to use software via the webpage KENTIX on the basis of
— The respective product description which can be downloaded from www.kentix.com and
— The following terms and conditions.
1.2 In case of contradictions between the German language version and other versions of these conditions, only the German version applies.
1.3 Any deviations of the Customer's general terms and conditions do not apply, even if KENTIX has not objected to them explicitly.
1.4 THE SERVICE KENTIX360 IS FOR ENTREPRENEURS. IT IS NOT INTENDED FOR USE BY INDIVIDUAL CONSUMERS.

2. Conclusion of contract
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2.1 The Customer registers on the KENTIX website with his particulars and by sending these particulars to KENTIX, offers to conclude a contract. KENTIX immediately confirms receipt of the offer by email.
2.2 Together with the confirmation an activation link is sent to the Customer. By clicking on the link the Customer agrees to have his Customer account activated. KENTIX accepts the Customer's offer by activating the Customer account. With this declaration of acceptance the contract between the Customer and KENTIX comes into being.

3. Object of contract
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3.1 KENTIX offers the use of software and IT-services for the duration of the contract. The respective product description shows the functional range of the software in particular.
3.2 The user documentation will be made available to the Customer in German and/or English. KENTIX has the right to provide the user documentation in an electronic format. In that case KENTIX is under no obligation to provide the user documentation on paper.
3.3 KENTIX is not obliged to assist with individual adaptations of the software or to provide consulting services. Especially the provision and maintenance of network connections and the hardware and software needed by the Customer are not included in the services provided by KENTIX. The Customer has to procure these prerequisites at his own cost and at his own risk.
3.4 The use of the contained software or services is only permitted in conjunction with KENTIX products.

4. User rights
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4.1 KENTIX or the respective author is the sole owner of intellectual property rights and any ancillary rights to the

software. Where third parties are entitled to such rights, KENTIX holds corresponding exploitation rights.

4.2 For the duration of the contract KENTIX grants the Customer a non-exclusive licence which allows him and the users registered by him to access the software via internet and thus use it. This user right also applies to all upgrades and updates.

4.3 The Customer may not transfer his user right to third parties or enable third parties in any other way to use the software.

4.4 The Customer undertakes to use the software exclusively for his own purposes and to allow access only to those who he has registered as users of his account. If the software is to be used for purposes of Affiliate Companies in terms of article 15 of the German Company Law (AktG) the prior consent of KENTIX is required.

4.5 The use of KENTIX360-SIM (SIM card) is bound to the so activated AlarmManager and the IMEI (International Mobile Station Equipment Identity) number. A use in devices from other vendors is not permitted. The use of KENTIX360 SIM Card is exclusively applicable to the redundant SMS sending alarm messages from KENTIX messaging devices. Another use is not permitted.

5. Service delivery
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5.1 Technical implementation of the service is at KENTIX's sole discretion, provided that implementation is in accordance with the stipulations contained herein.

5.2 KENTIX is entitled to make changes to the agreed services if these should become compulsory on account of legal and/or regulatory framework conditions. KENTIX undertakes to notify the Customer of such changes within a reasonable period of time.

5.3 Otherwise KENTIX may affect changes to the agreed services only if the value of the services does not decrease for the Customer and if they do not cause additional costs for the Customer.

5.4 KENTIX has the right to update the software and continue to develop it. However the Customer has no claim to this.

5.5 KENTIX may assign vicarious agents to provide the services.

6. Availability, limitations of service, safety, force majeure
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6.1 KENTIX makes the software available 24/7 (all day, every day). Minimum average annual availability is 99%.

6.2 Availability is due at the point of delivery, the router output at KENTIX's data centre.

6.3 Temporary delays, glitches and/or disruptions may at times be experienced due to unforeseeable and uncontrollable simultaneous pressures on the server exerted by the Customer and other KENTIX partners, as well as other circumstances for which KENTIX cannot be held responsible.

6.4 Glitches may also be experienced due to technical changes to KENTIX's systems, maintenance work, updates or upgrades which are necessary for proper or improved operations.

6.5 Downtimes as a result of the aforementioned cases in 6.3 and 6.4 are excluded from minimum availability.

6.6 The same applies to downtimes resulting from
– Force majeure

– Actions by the Customer, his employees or vicarious agents
– inevitable limitations of service due to changes which have been requested by the Customer or which have become mandatory as a result of legal or regulatory stipulations.
6.7 KENTIX is entitled to carry out regular maintenance work between 8AM and 12AM (CET). The Customer is not notified of such work. Other maintenance work is announced by KENTIX within a reasonable period of time. The software is unavailable during maintenance or only available within limits.
6.8 The Customer is advised that KENTIX has no influence whatsoever regarding the following:
– That data transferred through the internet or mobile networks may be observed by third parties
– Which transfer speeds are possible on the internet or mobile networks
– On which routes data travels from KENTIX360 Servers and whether solutions, servers and routers, operated by other providers, are ready for use at all times.
– How quickly sent SMS alarm messages to a receiving device and the delivery is really ensured to the receiving device (terminal).
6.9 In order to make the software available as securely as possible KENTIX uses the means which in its own view make technical and economic sense. This particularly includes protection against third-party access through encrypted transfer of data entered as well as maintaining recognised security standards. Nevertheless the Customer acknowledges that total protection from harmful data is not possible.
6.10 KENTIX has the right to change services, which are rendered free of charge, at any time and in particular discontinue such services. No claims accrue to the Customer because of such changes.
6.11 In cases of force majeure KENTIX is exempt from its duty to render its services until such force majeure ceases. Force majeure is any occurrence beyond the control of the respective party to the contract and any unforeseen occurrence which partly or completely prevents the respective party from rendering its services.
6.12 Cases of force majeure are, in particular, steps taken by authorities and disruptions of operations not caused by KENTIX.

7. The Customer's obligations
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7.1 The Customer provides KENTIX with any information needed in order to render the services.
7.2 He undertakes to enter all his data and those of his users truly and correctly upon registration. In case of changes the data has to be updated without delay.
7.3 The Customer creates the technical conditions which KENTIX requires to deliver the requested services.
7.4 The Customer undertakes
a.) to adhere to relevant instructions, in particular to prevent third parties from obtaining passwords
b.) to run updated anti-virus programmes at regular intervals and to check his data with the latest anti-virus software before transmitting them
c.) to immediately notify KENTIX of any disturbances and to assist

KENTIX with the error analysis and elimination of defects by giving an accurate description of the problems that occur, by informing KENTIX comprehensively and by making any necessary data available, as well as allowing reasonable time for remedial action
d.) to use the software solely for the purposes for which it is intended.
7.5 The Customer further undertakes to refrain from
a.) allowing third parties access to the software without KENTIX's prior written consent, excluding the Customer's employees when access is necessary for his purposes
b.) misusing his access to disrupt and/or cancel out the function and/or integrity of the software, technical systems, programmes and/or data of third parties and/or KENTIX against their will, or to compromise the system's security.
7.6 If the Customer does not comply with his aforementioned duties, the resulting costs and/or expenses may be charged to the Customer if he is at fault.

8. Duration of contract
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8.1 Duration of Kentix360 contract
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8.1.1 The customer has the opportunity to test the software or the service for 30 days after registration and activation. If the client wishes reusing after the 30 days, the agreement shall terminate automatically by deleting of the registered device such as AlarmManager in the 30-day trial period. After the trial period, the customer automatically receives an invoice for the minimum contract term.
8.1.2 The Customer may terminate the contract with 30 days notice to take effect at the end of the minimum duration at the earliest.
8.1.3 KENTIX is entitled to terminate the contract with 3 months notice, earliest at the end of the minimum duration.
8.1.4 If the minimum duration of the contract is 12 months and the contract is not terminated in accordance with the aforementioned sections, it will automatically be extended respectively by another 12 months.
8.1.5 The Customer may at any time increase or reduce the number of licences (AlarmManager) he has registered in his Kentix360 account. An increase in the number of licences (AlarmManager) takes effect immediately while a new contract period begins for the new licences (AlarmManager) . A decrease, however, takes effect at the end of the minimum contract duration. The Customer is therefore able to use the software applications with the existing number of users until the minimum duration expires.
8.1.6 Termination for important reasons remains unaffected. An important reason exists in particular when the other party to the contract violates his contractual obligations in a grossly negligent way and despite a written warning and/or deadline for remedy. An important reason also exists in particular when the Customer is in arrears with the payment of fees, or significant parts thereof, and fails to pay within a reasonable period of time after a reminder has been issued, or if an application for insolvency procedures against the Customer has been filed and/or instituted.

8.1.7 In the event of an extraordinary termination of the contract by KENTIX, due to the Customer's culpable violation of obligations, the Customer undertakes to compensate KENTIX for any damage resulting from the extraordinary termination.
8.1.8 Notice of termination has to be given in writing. The contract can – without obtaining of the written form – also be terminated via the Customer account, if this option is available.
8.1.9 30 days after the end of contract, KENTIX deletes all the Customer's data, especially also those of the users and the data entered by them. Statutory storage duties remain unaffected.

8.2 Duration of Kentix360–SIM contract
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8.2.1 Kentix360 includes a SIM card (Kentix360–SIM) with a starting balance of 600 alarm SMS. After the starting balance or 600 alarm SMS have been used up, the card is automatically recharged with another 600 alarm SMS. The cost for the new 600 alarm SMS is 72,00 EURO plus VAT.
8.2.2 KENTIX360–SIM has a minimum contract term of 12 months.
8.2.3 This contract may be terminated in writing by either party, at the earliest with effect from the end of the minimum term, by giving three months' notice. There is no claim to disbursement of any unused balance of alarm SMS.
8.2.4 If the contract is not terminated, it shall be automatically extended for another 12 months.
8.2.5 With the extension of the contract period, 600 alarm SMS are automatically recharged. Any remaining credit of alarm SMS expires with the recharge. No alarm SMS can be collected as a balance, the maximum number of alarm SMS is 600.
8.2.6 The contract term begins with the activation of the SIM card via the Kentix software.

9. Fees
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9.1 For KENTIX's services the Customer pays the agreed fee in Euro. The fee is payable in advance. Statutory value–added tax shall be added where applicable.
9.2 Unless otherwise agreed, invoices are payable within 14 days after the invoice date.
9.3 Invoices are provided electronically in the Customer account. In case the Customer obtain the mailing of the invoices additionally by post, KENTIX is entitled to charge a fee for the mailed invoice.
9.4 KENTIX's invoicing is seen as having been approved by the Customer if no objection is lodged with reasons within 14 days of the billing date. Objection has to be lodged in writing. The time limit is complied with if the objection is dispatched in time. In the invoice KENTIX will notify the Customer of these consequences.
9.5 Charges and other costs incurred through the payment of fees shall be borne by the Customer unless KENTIX is to blame for their accrual.

10. Warranty
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10.1 KENTIX warrants that the software complies with accepted rules

of technology and has no defects which cancel or diminish the value or efficiency of utilisation which is considered normal or expected on the basis of this contract. A negligible decline of usability will not be taken into account.

10.2 The warranty does not cover any impairment of the software's functionality resulting from misuse by the Customer or unsuitable ambient conditions provided by the Customer.

10.3 In case of title defects the Customer shall notify KENTIX in writing without undue delay of any claims of third parties and shall leave control of the defence and related actions exclusively to KENTIX, provided this would not be unreasonable for the Customer. The Customer gives KENTIX the required support, information and authority for conducting the above-mentioned actions.

10.4 The Customer undertakes not to admit any claims relating to title defects without obtaining prior written consent from KENTIX.

10.5 Rights in accordance with mandatory legal provisions are not affected by the aforesaid stipulations.

11. Liability
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11.1 KENTIX is fully liable for any damages deliberately caused by KENTIX or its vicarious agents.

11.2 As far as KENTIX offers telecommunications services for the public the following applies to financial loss:

If the Customer suffers financial loss due to negligence on the part of KENTIX or its agents, KENTIX is liable for an amount of up to EUR 12,500.00 per claim. With respect to collectively aggrieved parties KENTIX's liability is limited to EUR 10 million per incident causing such damages. If compensations which are due to several parties as the result of one incident exceed the upper limit, compensation payments will be reduced by the proportion between the sum of all claims and maximum liability.

11.3 Otherwise KENTIX is fully liable for any damages caused by gross negligence on the part of KENTIX, its authorised representatives or managerial staff. If such damages are caused by only slight negligence on the part of KENTIX, its authorised representatives or managerial staff, KENTIX is liable only for the violation of essential contractual obligations (cardinal obligations), and its liability is limited to foreseeable damage seen as typical for this type of contract. Essential contractual obligations are those obligations which are the very reason why the contract was concluded and which the other party to the contract had reason to trust that it would be adhered to.

11.4 Subject to the provisions under 11.1 and 11.2 KENTIX is liable for vicarious agents, who are neither its authorised representatives nor part of its managerial staff, only if they culpably violate essential contractual obligations (cardinal obligations). In that case KENTIX's liability is limited to foreseeable damage seen as typical for this type of contract.

11.5 Unless data backups have been stipulated as a service to be rendered by KENTIX, the Customer is responsible for backing up his data on a regular basis. Therefore, in the event that KENTIX causes the loss of data, KENTIX is only liable for the costs of reproducing the data from the Customer's backup copies and for restoring such

data which would also have been lost if proper backups had been done.

11.6 KENTIX's liability, regardless of culpability, to compensate in accordance with article 536 a BGB (German Civil Code) for defects which exist on conclusion of the contract is excluded. The provisions under 11.1 to 11.5 remain unaffected.

11.7 Otherwise no liability exists on the part of KENTIX – irrespective of legal basis.

11.8 Liability in accordance with the law on product liability and any other mandatory legal stipulations remains unaffected by the aforementioned provisions.

11.9 Kentix is not liable for any resulting communication costs such as increased SMS delivery or high transmission costs caused by faulty alarms or device error, misconfiguration or alternating alarms.

12. Adherence to statutory provisions, third party property rights, indemnity, blocking
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12.1 When entering or accessing data and information the Customer undertakes to adhere to legal and regulatory provisions, especially those pertaining to data protection, criminal law, copyright or other provisions on intellectual property rights. The Customer further undertakes to refrain from violating third party rights.

12.2 Within the framework of legal admissibility KENTIX will immediately notify the Customer of any claims by third parties or authorities – or if there are any relevant indications – that the Customer is violating legal and/or regulatory provisions or third party rights.

12.3 The Customer will exempt KENTIX from any liability based on his own violation of an obligation and he will support KENTIX's legal defence as best he can.

12.4 This provision also applies in cases where an obligation has been violated by one of the users for whom the Customer is responsible.

12.5 If the breach that KENTIX is charged with is based on the violation of third party copyright, trademark rights and/or other intellectual property rights as a result of data or other information which has been made available online by the Customer or through KENTIX at the Customer's instance, KENTIX is entitled to demand that the Customer covers possible compensation payments as well as the costs of adequate legal defence, provided that KENTIX is not to blame for contributory negligence.

12.6 The aforementioned obligations do not exist if the Customer is not responsible for the breach in question.

12.7 If there is reasonable suspicion that the Customer is in breach of an essential contractual obligation (e.g. in breach of paragraph 7.4, 7.5, 8.8 and/or paragraph 12.1) or if such breach already exists, KENTIX has the right to block utilisation of the software immediately, in part or entirely, without prior notice until the Customer submits proof that he uses the software lawfully.

12.8 The right to refuse access also exists if blocking becomes necessary for reasons of security.

12.9 KENTIX is furthermore entitled to block the account if the

Customer is in arrears with more than a small amount. A net amount of at least EUR 125 is seen as 'more than a small amount'. The account is blocked 24 hours after the Customer has been notified of the impending denial of access. Access is restored as soon as payment is received.

12.10 KENTIX has the right to close Customer accounts with harmful content. The Customer is notified in advance if possible.

12.11 If an account is blocked the Customer is nevertheless obliged to continue paying his fees as agreed, unless blocking was the result of a fault on KENTIX part.

13. Securing of data
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13.1 The Customer undertakes to backup his data before entering them into the software and to check that the data is properly secured.

13.2 Data entered by customers is secured by KENTIX at regular intervals, at least once a week. Backups save the prevailing data volume. In the event of data loss the data saved in the most recent backup can be restored.

14. Confidentiality
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14.1 KENTIX and the Customer as well as their employees and other vicarious agents undertake to treat as confidential any information gained as a result of the contractual relationship, or information still to be gained, which is labelled as confidential or has to be regarded as confidential under the circumstances. The fact that a business relationship exists between the parties to the contract is not confidential information.

14.2 After expiry of the contract the obligation to maintain confidentiality remains.

14.3 The obligation to maintain confidentiality does not apply to such information which
— The recipient verifiably knew already or had access to before notification by the other party
— The recipient, after notification by the other party, verifiably receives in a rightful manner from third parties who are under no obligation to maintain confidentiality
— As a result of publication or other reasons were public property of the professional world or became public property after being made known to the recipient.

14.4 Without prejudice to the aforementioned provisions each party to the contract is entitled to comply with legal obligations to give information also with respect to information obtained as a result of this contract.

15. Data protection and telecommunications secrecy
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15.1 KENTIX and the Customer undertake to adhere to respective data privacy provisions and to maintain telecommunications secrecy.

15.2 The Customer is solely responsible for the obtaining of any required approval declarations of his contract partners. If the Customer captures personal data, processes or uses them, either on his own or through KENTIX, he undertakes to adhere to data privacy

regulations and in the event of a violation exempts KENTIX from all claims by third parties.

15.3 For the purpose of deciding on motivation, execution or termination of the contractual relationship KENTIX collects or uses probability values which, among others, also include address data.

15.4 In terms of data protection rights the Customer remains solely responsible for the entered data. KENTIX does not monitor the legal admissibility of data entered into the system. Such monitoring is the sole responsibility of the Customer.

15.5 During the contract period the Customer is entitled to demand that data is deleted, blocked, corrected and returned.

15.6 The Customer is responsible for guarding the rights of affected persons. Affected persons therefore have to approach the Customer. KENTIX will support the Customer in his tasks if the Customer asks KENTIX to do so in writing and covers the costs resulting from such support.

15.7 The Customer is entitled to demand access to KENTIX's premises for the purpose of checking adherence to data protection laws. The Customer undertakes to cover his own costs as well as those of KENTIX's resulting from such a check.

16. Support
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16.1 KENTIX provides customer support (standard) by email during work days and office hours free of charge. Questions are answered within two working days.

16.2 The Customer may order further support services.

17. Applicable law, place of performance, legal venue, contract languages
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17.1 All legal relationships between the parties to the contract are subject to the laws of the Federal Republic of Germany. Provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

17.2 The place of performance is the domicile of KENTIX.

17.3 The legal venue for all disputes and possible action as a result of or in connection with this contract, including its validity, is Marburg on the River Lahn (Germany), even if the Customer does not have a permanent address in the Federal Republic of Germany. A possible exclusive legal venue remains unaffected.

17.4 The contract languages are German and English.

18. Reference
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KENTIX may name the Customer as a 'reference Customer' to third parties. KENTIX is entitled to use the Customer's name and logo on its own internet pages for reference purposes. The Customer has the right to revoke his consent at any time.

19. Final provisions
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19.1 Supplementary oral agreements do not exist.

19.2 Should individual provisions be invalid or void, the validity

of the remaining provisions shall not be affected.

19.3 Changes and/or additions to the contract have to be made in text form. This also applies if the text form requirement is to be changed.

19.4 Subject to paragraph 5.5 the parties to the contract may transfer rights and obligations to a third party only after written consent has been obtained from the other party. Such consent shall not be refused unreasonably.

19.5 Working days are Monday to Friday.

19.6 Office hours are 09h00 to 17h00 (CET), Mondays to Fridays. Statutory holidays of the Federal Republic of Germany and the state Rhineland-Palatinate are excluded.

DISCLAIMER AND DATA-PROTECTION

Kentix GmbH takes the protection of your data seriously. Therefore, we closely orient our protective measures to the provisions of the European General Data Protection Regulation (EU-GDPR) and the German Federal Data Protection Act (BDSG) in their current and valid version. Below is a presentation of how we handle your personal data at Kentix GmbH.

1. Protection of your personal data
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Your personal data is stored by Kentix GmbH on a server in the Federal Republic of Germany with state-of-the-art protection and is secured against unauthorized access. Kentix GmbH employees are obliged to maintain confidentiality with regard to personal data. Kentix GmbH will not pass on your personal data to a third party at any time without your express consent, unless
a) passing on this information is necessary in order to implement offers or provide the services you wish to use,
b) a subcontractor, which we employ in the context of providing offers or services, requires this data (subcontractors are only entitled to use data insofar as this is necessary for the provision of offers or services. Kentix GmbH obliges its partners under contract to comply with data protection regulations).
c) an enforceable official or court order exists.

2. Collection of general information
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The following information will be stored in a log file automatically when you access Kentix360 service: Date and time of access, IP address, amount of data transferred, error code and user name in the case of customized access.
Data is saved for security purposes and to improve our offer. This data is evaluated purely for statistical purposes in an anonymized form. This data is deleted after 14 days.

3. Right to information
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We will be happy to provide you with information about the data we have stored about you on request, also about its origin and recipients as well as the purpose of storing this information.

4. Other
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Kentix GmbH will need to adapt this data protection statement from time to time in consideration of applicable legal requirements regarding data protection. Always make sure that you have read the latest version.
If Kentix GmbH commissions partner companies to perform specific services, data protection regulations will be transferred to the contracts with these partners and the partners will be obliged to comply with data protection.
Your trust is important to us. We are therefore happy to answer any questions regarding the processing of your personal data at any time. If you have any questions which are not answered in this data protection statement or if you would like more information about a specific aspect, please contact our data protection officer Alexander Lang at info@kentix.com at any time.

Kentix GmbH Data Protection Statement dated 23 May 2018