

General Terms and Conditions ("GTC") - Unwired Networks GmbH

Version June 1, 2023

1 Scope, validity and amendment

The General Terms and Conditions ("GTC") of Unwired Networks GmbH ("Unwired") apply to all services, deliveries and managed services that Unwired provides to the client ("AG").

Changes to the GTC can be made by Unwired and become effective after a one-month objection period has expired. The current version is available on the Unwired website (or will be sent to the contractual partner upon request).

If the change does not exclusively benefit the AG, an announcement of the changes will be made at least two months before the new provisions take effect. In this case, Unwired will inform the contractual partner of the essential content of the change in summary form at least one month before the change takes effect and in a suitable form, for example by printing it on a periodically issued invoice. At the same time, Unwired will inform the customer in this notification that it is entitled to terminate the contract until the change comes into effect. Unwired reserves the right, in the event of termination by the contractual partner, to declare within four weeks of receipt of the notice of termination that it wishes to adhere to the contract under the previous conditions. In this case, the termination by the customer is invalid.

Any terms and conditions of business of the customer are expressly rejected by Unwired and, even if known, are not accepted and therefore not the subject of the contract, unless otherwise expressly agreed in writing in individual cases. No further objection to the AG's terms and conditions by Unwired is required.

2 Client

The AG and the companies affiliated with the AG at present and in the future (within the meaning of § 15 of the German Stock Corporation Act (AktG)) have the right to place orders under the conditions specified in these General Terms and Conditions. In this case, this contract relating to this service is concluded between Unwired and the respective affiliated company (KU).

3 Contractual basis

The contractual basis for orders by the AG or its KU shall be in the following order of precedence:

1. Order (order confirmation of the AN)
2. Unwired standard service description in the currently valid version (as per website)
3. Optional: Unwired service description for individual services
4. Unwired price list(s) valid at the time
5. these general terms and conditions
6. optional: mutual non-disclosure agreement
7. Unwired data protection declaration

8. optional: order data processing agreement

Documents not expressly listed do not apply.

If a framework agreement has been concluded between the client and Unwired Networks GmbH, its provisions in the respective valid version take precedence over the above-mentioned documents.

In the event of contradictions between the above-mentioned components of the contract, rules in documents listed first shall take precedence over rules in documents listed below. Deviating from this, rules in subordinate documents shall exceptionally take precedence, insofar as the deviating rule in the subordinate document expressly clarifies with reference to the primary document that the parties want a deviating rule for the more closely specified exceptional case.

The parties may conclude further service agreements in the future on the basis of these GTCs, which shall also become parts of the contract. Service agreements are all agreements on essentially new services as well as agreements containing changes to agreements already fulfilled by the parties.

4 Assignment

The content and scope of the supplies and services shall be regulated in detail by written order placement.

4.1 Ordering process

Unwired transmits a non-binding offer to the AG.

For the purpose of placing the order, the AG sends Unwired the legally binding signed (signature and company stamp or qualified digital signature valid in Austria) offer from Unwired including all enclosures or a legally binding order that contains all offer contents such as item texts and ancillary conditions and that clearly refers to the offer from Unwired or lists it as an enclosure.

The order comes into effect when Unwired accepts the implementation of the legally binding signed offer on the part of the AG by sending an order confirmation (the document ranking according to point 3. applies). All order confirmations relating to third-party services (e.g. Internet access, ...) are subject to technical feasibility.

Unless otherwise expressly agreed between the parties, there is neither an obligation on the part of the AG or its KUs to place orders nor an obligation on the part of Unwired to accept them.

5 Service provision/service content

5.1 Services

Unwired provides standardized and individual services to the AG.

The commissioned scope of services and price of standardized services (e.g. setting up a client) results from the Unwired service description - Standard Products section. Services not explicitly marked as "flat rate" will be provided and charged according to actual expenditure.

The scope of services of individual services (e.g. software adaptations, installation, project management) results from the offer and/or the Unwired service description section 'individual services'. Unless otherwise stated in the offer, the fee is calculated according to the actual expenditure on the basis of Unwired's price list valid at the time.

Individual agreements between the AG and Unwired or its KUs on the basis of this framework agreement are separable and divisible, are to be accepted separately and are also to be judged legally completely separate from one another.

5.1.1 Project management

The project management (and thus also the overall responsibility for the success of the project) shall be incumbent upon the AG, unless otherwise agreed.

It is agreed between the contracting parties that the AG shall nominate a contact person with decision-making authority who is responsible for the sole operational project management - in particular the internal coordination of deadlines, decision-making, acceptance and delivery of documents - at the AG. Unwired will also nominate a project manager with decision-making authority.

The AG will name a direct contact person for the respective local technical project managers. The local technical project managers can access the support of Unwired for on-site planning against payment of the announced hourly support rates.

5.1.2 Obligation to cooperate

The AG undertakes to fulfill the obligations to cooperate specifically listed in the order as well as the obligations otherwise customary for the performance of a project of this type. The timely fulfillment of the contract by Unwired depends essentially on the fulfillment of these duties to cooperate. These duties to cooperate include:

- Naming of a technical and organizational project contact person on the part of the AG with decision-making authority.
- Provision of necessary project resources such as:
 - Graphics, logos, color definitions and the corresponding rights
 - Infrastructure in the vehicle or at the AG (space, power, network) Software and tools for prototypes, installation, assembly
 - Execution of agreed or generally customary preliminary services (DSL & LTE Internet access incl. sim cards, accessibility of installation sites, trained personnel, cabling, permits, ...)
 - Installation, documentation and regulatory approval of hotspots, cabling and antennas in vehicles (bus/train/cable car)
 - Timely provision of personnel for planning, execution and acceptance
 - Provision of delivery schedules

Insofar as Unwired is prevented from providing the contractual services due to the AG's failure to perform its duties to cooperate in accordance with the contract, Unwired is not responsible for any resulting deficiencies in performance.

Agreed deadlines shall be postponed to a reasonable extent. The extension will be calculated according to the duration of the cooperation/provision not in accordance with the contract.

Unwired must do everything that it can reasonably be expected to do to compensate for deficiencies in performance that arise due to the non-fulfillment of cooperation obligations by the customer. In particular, it shall offer to support the AG - to the extent possible - in the performance of its duties to cooperate. For these support services Unwired shall be entitled to separate remuneration in accordance with the agreed or current hourly rates of Unwired.

If the AG is in default of acceptance due to the failure to properly perform the duties to cooperate, Unwired is also entitled to charge for the advance costs it incurs in accordance with the aforementioned hourly rates.

5.1.3 Training courses

Unwired will introduce the AG's employees to the operation of the components if this has been agreed separately. The selection of suitable employees for training, as well as the provision of suitable premises and EDP systems, is the responsibility of the AG. Unwired assumes no guarantee or liability for the success of the training. Unless otherwise agreed, training courses take place online.

Individually agreed on-site training courses must be ordered in writing from Unwired in Austria at least 4 weeks before the training date, and in other EU countries at least 6 weeks before the training date. If an ordered training is cancelled less than 2 weeks before the agreed date, a 30% down payment for the training and, if the premises were booked through Unwired, also the costs for the provision of the training room are due. Travel costs, reimbursement of expenses and accommodation will be charged according to expenditure, unless other agreements have been made.

5.1.4 Change of performance

Either Party may initiate the change procedure at any time by submitting an appropriate change request. The change request shall be in writing and shall contain sufficient information to allow the other Party to evaluate the change request. Each change request shall contain at least the following information:

- Description of the requested amendment;
- The purpose and intent of the requested amendment;
- Special circumstances and background to be considered with respect to the requested amendment;
- Urgency of the desired amendment.

Change requests, unless otherwise specified, shall each be submitted by the Project Manager of one Party to the Project Manager of the other Party.

All changes shall require a written agreement between the Parties to be signed by the respective contact persons. The contact persons shall be named.

5.1.5 IP Rights for Services

The intellectual property (copyrights, trademark rights, patent rights, other protective rights or rights of use, etc.) as well as all other rights to work results, such as software in particular, always remain with Unwired - insofar as they are not expressly granted and/or transferred to the AG in writing.

Unwired grants the AG the non-exclusive, temporally, factually and spatially unrestricted right to use work results that are individually created for the customer within the scope of its business operations upon full payment of the agreed fee for this. The aforementioned granting of rights shall not include the right to edit, but shall include the right to reproduce as well as the right to transfer the rights of use within the AG's company.

If the work results are software, the regulation for standard software as a service applies.

Unwired is entitled to incorporate all findings and developments arising from or in connection with the contractual relationship with the AG into other developments with third party contractual partners.

5.1.6 Acceptance

The service shall be deemed to have been rendered upon handover, but at the latest to the extent that it is put into operation (i.e. used as intended).

The AG shall satisfy itself that the components to be delivered or services to be rendered are compatible with each other and with the existing ones and are sufficient to cover the AG's requirements.

The AG shall be obliged to give notice of defects. He must notify Unwired in writing of any defects immediately, at the latest within ten working days of their occurrence, otherwise he will lose his rights.

Unwired will provide the components or other project works to the AG for acceptance. The service within the scope of this contract can be provided in parts and can also be provided by Unwired in parts for acceptance. Parts whose defects have been rectified by Unwired following a timely and justified notification of defects will be made available again by Unwired for acceptance. Unjustified refusal of acceptance, in particular in the absence of a timely and proper notice of defects, shall not result in any legal consequences.

If the AG has made changes to the components used within the scope of the project that contradict the original specifications or impair the functionality of the software components created, all warranty claims and liability shall expire.

5.1.7 Schedule

Deadlines and time limits are only binding on Unwired (i.e. their non-observance triggers default consequences) if they have been expressly agreed as such in the individual order. Cases of force majeure, technical difficulties and operational disruptions that are not exclusively within the sphere of influence of Unwired (e.g. hardware problems, line problems, ...), in particular also the violation of cooperation obligations by the AG, release Unwired from compliance with agreed deadlines. If the problem with adherence to an agreed deadline does not lie exclusively in the direct sphere of Unwired or if an end cannot be estimated, Unwired is entitled to declare withdrawal from the contract and to invoice the services provided up to this point. Failure to comply with expressly agreed deadlines shall only entitle the AG to withdraw from the contract if it has granted Unwired a reasonable period of grace, depending

on the individual case, of at least two weeks. The respective period begins with the time of receipt of a reminder letter by Unwired.

5.2 Deliveries

Unwired deliveries of goods include hardware, software as well as assembly and small materials.

Unless otherwise specified, Unwired hardware is equipment that is exclusively compatible with the Unwired hotspot systems, for the operation of which a corresponding usage agreement must be concluded. Furthermore, the devices are approved for use in certain markets (e.g. European Union). Use outside these areas or with settings outside the regulatory permissible parameters as well as modification of the devices is not permitted. Further specifications of the hardware are included in the performance specification. Data, dimensions, weights and illustrations in brochures or catalogs are given to the best of our knowledge and are only binding if expressly designated as such. We reserve the right to make technical changes.

Delivered goods remain the unrestricted property of Unwired until payment has been made in full.

If the AG is provided with devices merely for use, these remain the property of Unwired, even if they have been installed, and are to be returned to Unwired at the AG's expense within 30 days of termination of the contract, including all accessories such as power supply units or similar. Otherwise the full purchase price will be charged. The AG and the persons under his responsibility must use these end devices or accessories as intended. In the event of damage for which Unwired is not responsible, the customer is not released from its obligation to pay. Service and maintenance of rented terminal equipment and accessories will be carried out exclusively by Unwired or service providers commissioned by Unwired for the entire duration of the contract.

Unless otherwise agreed, prices and delivery conditions apply EXW (Incoterms 2020) Unwired Networks GmbH, Gonzagagasse 11/25, 1010 Vienna or EXW (Incoterms 2020) of the manufacturer's or distributor's location, which Unwired shall make known for each product.

Return shipments of goods will only be accepted after prior authorization by the responsible sales office. Returned goods without authorization will be returned at the expense of the buyer. A handling fee may be charged for administrative expenses.

If delivery dates are not explicitly specified in the order confirmation, the AG shall be obliged to provide the AN with a binding delivery schedule for deliveries no later than 4 weeks after acceptance of the order by the AN. If this notification is not made, the delivery shall be made in accordance with the delivery deadlines of the respective manufacturers, at the latest, however, within 18 months after acceptance of the order. If the AG changes the delivery schedules after the deadline of 4 weeks, the AN reserves the right to charge processing costs of 0.5% of the value of the goods of the affected delivery plus any third-party costs (e.g. storage costs) to the AG.

5.2.1 Third Party Software & Firmware

By ordering licensed software from third parties, the contracting party confirms its knowledge of and compliance with the license terms of such third-party software.

Delivered hardware and software may partly contain open source software. This open source software is provided under the terms of the GNU General Public License (GPL)¹, GNU Lesser General Public License (LGPL)², or Open Source Initiative licenses (OSI), among others. To obtain the appropriate open source sources, please contact our technical support.

Unwired assumes no warranty for such third-party software or for software classified as "public domain", "open source" or "shareware". However, Unwired is prepared to assign to the AG any warranty claims to which it is entitled against the manufacturer of the third-party software.

With full payment for the hardware, Unwired grants the AG a non-exclusive, temporally and spatially unrestricted license to use the firmware contained therein within the scope of its business. Unwired points out that for the use of hardware and firmware without the licensing of the cloud services of Unwired is not possible or only possible to a very limited extent. The functions accessible to the AG are based on the product version ordered by the AG according to the Unwired Networks service description. The AG shall not be granted any processing rights.

5.3 Provision of Managed Services

5.3.1 Service description

The Managed Service includes the provision of

- Standard software as Software as a Service
- Internet service provision services
- Operational monitoring (monitoring, recovery, ...)
- optional: provision of hardware
- Support within the scope of the Managed Service

based on the detailed specification according to the Unwired Networks service description.

5.3.2 Standard software as a service

The Unwired Edge Cloud (hereinafter "UEC") is operated by Unwired as cloud-based Software as a Service ("SaaS"). The AG is enabled to use the software stored and running on the servers at Unwired or a service provider commissioned by Unwired via an Internet connection for its own purposes during the term of this contract and to store and process its data with its help.

Unwired shall provide the AG with the UEC in the most current version at the router exit of the data centers in which the UEC is operated for the AG's geographical region ("transfer point") for use by users or the hardware operated by Unwired for the AG ("CPE", Customer Premises Equipment). Unless explicitly agreed otherwise, Unwired is not responsible for establishing and maintaining the data connection between the customer's IT systems and the transfer point described.

The transfer of user accounts in the UEC to third parties, including their short-term transfer, is not permitted.

Unwired will carry out necessary adjustments to the functionality resulting from changes to the legal framework conditions (e.g. data retention, ePrivacy Directive). The AG will accept the resulting one-time charges and changes to current charges, insofar as objectively justified.

Unwired will include extensions requested by the AG in the UEC service description at its own discretion and is entitled to offer these functions to all its customers for use. There is no obligation to implement enhancements by the UEC.

Insofar as the AG uses the marketing and publication systems of Unwired, he will ensure that his employees and commissioned third parties comply with the legal regulations, in particular the obligation to provide an imprint or to comply with the prohibition of certain content and the compliance with data protection regulations.

5.3.3 Provision of Internet Service Providing Services (ISP Services)

5.3.3.1 Internet access services

Unwired provides the AG, as a provider of public telecommunications services, with a network termination point (e.g. DSL, LTE modem, VPN gateway) for access to the Internet with the technical features available according to the service description in the jurisdictions listed there.

Unwired shall ensure that the agreed quality of service is guaranteed. Compensation or reimbursement in the event of non-compliance with the quality of service is governed by the SLA. An official order or a court order may legally oblige Unwired to monitor the customer's connection or to block access to certain websites. Unwired also reserves the right to prevent the transport of data or services that are contrary to the applicable laws or morality, but does not undertake to do so. In order to protect the integrity and security of the network, Unwired uses traffic management measures (e.g. bandwidth restrictions of individual services).

Unwired is authorized to transfer its obligations in whole or in part, thus also with regard to individual services, or the entire contract to a third party with debt-discharging effect and will inform the customer of this. The right to use vicarious agents remains unaffected.

5.3.3.2 Public Internet Access (Hotspot Internet)

Unwired provides a public telecommunications service via various technical media (e.g. WLAN, LAN, VPN, ...) for end users (e.g. passengers) on behalf of the AG. This is a special form of Internet access, which is characterized by the need to log in via a so-called "captive portal", restrictions on bandwidth, accessible Internet services, etc. The AG will only use these services within the agreed jurisdictions.

For this purpose, Unwired acts either as a technical service provider for the AG or as an operator of this telecommunications access.

As the operator of a telecommunications access, Unwired assumes liability vis-à-vis the AG for the usage behavior of end users (e.g. passengers), so that the AG does not incur any liability for infringements of rights unknown to it by the users of the public Internet access at the AG's location.

The AG is aware that Hotspot Internet is not a full Internet access, but can only be used by end devices with certain equipment features. In particular, data traffic with Hotspot Internet may be restricted by quantity, time and bandwidth limitations, access filters, authentication methods and country-specific regulations depending on the selected product according to the service description. Furthermore, the AG is aware that changes in the legal situation may lead to restrictions in the use of Hotspot Internet and that any costs for system adjustments are not included in the scope of the contract (e.g., identification of end users).

Public WLAN networks, if operated without encryption, cannot protect the end customer's data traffic. The AG acknowledges that Unwired cannot therefore guarantee data security for its end customers or its own use.

5.3.4 Availability and operational monitoring

Unwired operates the UEC with a view to high reliability and availability according to the product variants commissioned in accordance with the Unwired Networks service description.

Unless otherwise explicitly agreed, Unwired shall provide the AG via the UEC with options for monitoring the operation of the commissioned services as per the service description, but not for proactive reporting and rectification of failures, in particular of the AG's end devices. Operating times and availabilities according to the service description, or if individually agreed, only apply to the central services of the UEC (in the data center of Unwired) and not to end devices (e.g. WLAN access points or routers) at the location or in vehicles of the AG.

5.3.5 Provision of hardware

If, in addition to the provision of the UEC and ISP services, hardware is also provided to the AG for use during the term of the contract, this remains the property of Unwired and must be returned to Unwired at the customer's expense within 30 days, including all accessories, upon termination of the contract. Otherwise, the full purchase price will be invoiced.

In the event of damage to the hardware for which the AG is responsible, the customer shall not be released from its obligation to pay the ongoing charges agreed for this purpose. Service and maintenance of rented terminal equipment and accessories may only be carried out by Unwired or service providers commissioned by Unwired for the entire duration of the contract.

In the case of certain products or managed services according to the Unwired service description, the AG is entitled to free replacement during the term of the contract, insofar as this was not necessary due to improper use or culpable conduct on the part of the AG.

5.3.6 Support

In the event of service failures or product malfunctions, the AG has access to support from Unwired in the variant selected according to the service description. The prerequisite for the use of support from Unwired is the use of the latest released software version from Unwired.

The AG must support Unwired in the identification of the fault within the scope of its possibilities and grant Unwired or third parties commissioned by Unwired the necessary access at any time to enable the fault to be rectified. If Unwired or third parties commissioned by Unwired are called to rectify a fault and it is established that there is no fault in the provision of the contractually agreed services or that the fault is the responsibility of the AG, the AG must reimburse Unwired for any expenses incurred as a result.

5.3.7 Defective performance

In the event of performance that does not conform to the contract, the service levels (SLAs) agreed according to the service description shall apply. The rights and claims to which the customer is entitled therein are conclusive.

5.3.8 IP rights SaaS

Unless otherwise agreed in individual cases, the entire intellectual property of Unwired existing at the time of conclusion of a Managed Services contract, as well as adaptations, modifications and further developments of the same, remain the property of Unwired during the term of the contract.

Unwired grants the client access to the UEC within the framework of a non-exclusive work use authorization, limited in time to the duration of the contract, for use within the framework of his company. The functions accessible to the AG are based on the product version ordered by the client according to the service description.

6 Term, termination

6.1 Term, (ordinary) termination

Contracts concluded between the AG and Unwired for the purchase of managed services or other continuing obligations become effective upon acceptance of the order by Unwired, at the latest upon intended use by the AG, and are initially concluded until December 31 of the third year following the date of conclusion of the contract (basic contract term). They shall be automatically extended by a further calendar year if they are not terminated by one of the contracting parties with a notice period of 3 months to the end of the respective term. If no proper notice of termination is given, the contract shall be automatically extended by 12 months.

In the case of each order involving an extension of the existing installation, the term of all ordered services shall be extended by a further basic contract term.

6.2 Early termination of the contract (extraordinary termination)

Both contracting parties may terminate the contract prematurely without notice if there is good cause.

In particular, but not exclusively, the following shall be deemed to be good cause:

- Default of payment despite 2 reminders;
- the rejection of an application for the opening of insolvency proceedings for lack of assets to cover costs, as well as the application for an out-of-court settlement attempt, or similar proceedings
- the repeated violation of essential provisions of the contract despite a reminder;
- the misuse or repeated toleration of the misuse of the Unwired Networks network infrastructure.

In the event of an serious cause, Unwired also has the right to temporarily suspend its contractual services until the AG restores the contractually compliant state, after setting an

appropriate grace period twice. Its right to contractual remuneration remains unaffected by this.

In addition, Unwired has the right to terminate the contract prematurely for good cause, on the basis of which it cannot reasonably be expected to continue to maintain the contract, in particular for economic reasons, by setting a reasonable deadline. Such reasons may include, for example: significant changes to the regulatory framework (e.g. prohibition of public WLANs without identification of end users, changes to the basic technical infrastructure of the AG, etc.).

If an important reason entitling the AG to terminate the Agreement prematurely only relates to a partial service, the AG may only declare the termination with regard to this partial service. In particular, the discontinuation of an agreed service shall not entitle the Principal to terminate the Agreement with respect to the provision of other (still available) services.

In the event of premature termination of the contract, the services provided up to this point in time shall be invoiced on a pro rata basis.

A serious cause for a justified extraordinary termination exists if the circumstances have changed significantly since the conclusion of the contract and this change was not foreseeable at the time of conclusion of the contract and, furthermore, the change in circumstances was not caused by the terminating party itself.

If the AG approaches Unwired with an extraordinary termination, he must inform Unwired of the important reason for which the extraordinary termination is taking place. The assertion of the serious cause within the scope of the extraordinary termination must be made in a timely manner, i.e. immediately after the good cause becomes known to the AG. If an extraordinary termination occurs late or without there actually being an important reason for the extraordinary termination, the declaration of intent by the AG will be reinterpreted by Unwired to the effect that it is an effective ordinary termination on the next possible termination date in accordance with item 6.1 of these GTC.

6.3 Term of framework agreements

Framework agreements based on the Unwired Networks GTC become effective upon signature by both contracting parties and are concluded for an indefinite period. They may be terminated by either party with 6 months' notice to the end of the year, whereby in the case of a valid individual contract, termination of the framework contract shall only take effect at the end of the individual contract.

6.4 Product Life Cycle

The AN does not warrant that Services and Managed Services will be updated and/or produced for a certain period of time and/or that maintenance and customer service for the Products will be available for a certain period of time beyond the minimum contract term agreed with the AG, unless otherwise agreed with the AG. This shall apply both to software products developed and distributed directly by the AN and services provided directly by the AN as well as to products manufactured by third parties and supplied by the AN.

For deliveries (e.g. hardware), the product life cycle regulations ("end-of-life policies") of the respective manufacturer of the product shall apply.

The AN and/or third parties may terminate the update and/or production and/or maintenance and customer service for the hardware and software products at any time (so-called "end-of-life" or "EOL"). The AN shall not be liable for any damage of any kind suffered by the Customer due to the lack of updating of the Products, the lack of maintenance and after-sales service or the incompatibility of these Products with other systems and/or products of the Customer. It is Customer's responsibility to replace its Products in a timely manner in the event of an "end-of-life".

Information on product updates or discontinuation of service and software products of the AN shall be published on the AN's website. Information on product updates and discontinuation of supply products shall be published on the websites of the respective manufacturers (no warranty by the AN).

7 Subcontractors

The AG hereby gives its consent to the data center operation being performed by external service providers (e.g. Google, Amazon or comparable service providers) for the provision of services.

In the event that personal data is processed on behalf of the AG, Unwired shall inform the AG in advance of the subcontractors used by it for this processing activity or a change of the same during the current contractual relationship. If the AG has objectively justified objections to the use of a new subcontractor, it may terminate the service in question prematurely with a notice period of 3 months to the end of each month, at the earliest with the addition of the new subcontractor, irrespective of any agreed commitment periods.

8 Prices and Terms of Payment

Unless otherwise agreed in the order or in the price sheet, the prices according to Unwired's general price list apply. All prices offered are daily prices. The prices on the day of the order confirmation on the part of the contractor or its supplier shall apply.

Unwired reserves the right to change prices, in particular but not exclusively in the event of changes in hardware purchase prices and regulated wholesale prices of Internet service providers.

Value added tax will be charged additionally in accordance with the applicable statutory regulations.

Furthermore, changes in the law and the resulting mandatory legal requirements may result in price adjustments, which Unwired may make unilaterally up to an amount of 10% of the agreed service charge.

In the case of hardware deliveries, 100% of the purchase price is due at the time of commissioning.

Fees for flat-rate services are 100% due upon commissioning.

Non-flat-rate services (items with estimated time expenditure without a flat rate) are due 50% upon commissioning and 50% at the latest upon completion of the agreed service.

Ongoing charges for the operation of the UEC shall be applied to the delivery of hardware or with the installation or configuration in the UEC from the 1st day of the following month at the latest. In this case, the earlier date is to be applied. The regulation applies if a payment

schedule for the current charges was not defined at the beginning of a project. Invoicing of the ongoing charges shall be carried out according to the described schedule, but at the latest at the time of commissioning or acceptance, by the end of the year and subsequently in January of the following year, in each case for 12 months. In the case of self-installation, the current charges shall be invoiced upon commissioning and subsequently in January of the following year for 12 months in each case.

Small material will be invoiced according to actual expenditure, unless a lump sum has been agreed.

The term of payment is 10 days net from the date of invoice.

All current fees are value-assured according to the Austrian Consumer Price Index 2020 (CPI 2020). The adjustment is made once a year in January on the basis of the index figure for September of the previous year. The fee shall then increase to the same extent as the CPI 2020 (or any successor index) has changed from September of the previous year to September of the following year.

The AG explicitly agrees to the electronic delivery of the invoice by e-mail.

Objections to the invoiced claims shall be raised by the AG within 2 weeks of the invoice date, otherwise the claim shall be deemed accepted in terms of reason and amount.

Offsetting with alleged counterclaims against Unwired and the retention of payments due to alleged defects not acknowledged by Unwired is excluded.

In the event of default in payment, default interest of 8% p.a. shall apply. In addition, in the event of default in payment, Unwired is entitled, after setting a reasonable grace period, to suspend its contractual performance until payment is made in full.

9 Liability

Unwired's liability for slight negligence, consequential damage, damage to third parties and loss of profit is excluded. In all other respects, liability for gross negligence is limited in total to the contractual remuneration of that year in which the event causing the damage took place, at most in terms of reason and amount to the scope or the sum insured of the objectively corresponding insurance of Unwired. Liability for intent is governed by the statutory provisions.

Claims for damages shall become statute-barred in accordance with the statutory provisions, but at the latest upon expiry of one year from knowledge of the damage and the party causing the damage.

The AG is not liable for the fulfillment of obligations from the respective orders of affiliated companies. Unwired is not entitled to assert claims from specific orders against the AG or other affiliated companies. Unwired is also not entitled to assert a right of retention of any kind against the respective other AG or to offset a claim against one client with claims of the other client.

The prerequisite for any claims against Unwired is the immediate and written or electronic detailed and concrete notification of the damage after the occurrence of the damage is recognizable in accordance with the formal and content specifications of the service description.

10 Warranty

The warranty period for work services and deliveries is 180 days from handover. Defects subject to warranty will be remedied at Unwired's discretion either by rectification or replacement delivery within a reasonable period. Conversion or price reduction is excluded by mutual agreement. There is no entitlement to replacement with a new device, but there is an entitlement to replacement with a functionally equivalent refurbished device. The warranty expires if repairs or modifications such as the installation of non-approved firmware have been made. The presumption of defectiveness according to § 924 ABGB is excluded.

11 Secrecy

Unless a separate non-disclosure agreement (NDA) has been concluded, the following applies to all KUs belonging to the AG group: Unwired must treat all documents transmitted confidentially and must not pass them on to third parties. If a separate non-disclosure agreement is necessary due to the participation relationship, Unwired shall conclude a corresponding non-disclosure agreement with the KU in the course of the commissioning process.

12 Final provisions

All agreements made between the AG, its KU and Unwired for the purpose of executing this contract are set down conclusively in this contract and its appendices. Verbal subsidiary agreements shall have no validity.

With the exception of amendments to this agreement and statutory written form requirements, fax and e-mail are sufficient for written form (includes qualified digital signature valid in Austria) for the purposes of this agreement.

Austrian substantive law shall apply, with the exception of its conflict of law provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is the registered office of Unwired.

Should any provision of these GTC be invalid, this shall not affect the validity of the remaining provisions. In place of the invalid clause, such a clause shall be deemed to have been agreed which is still valid and which comes as close as possible to the economic purpose of the invalid provision.

The AG must notify Unwired immediately in writing of any changes to his name or address. If no change notification is made, documents shall be deemed to have been received by the AG if they were sent to the address last notified by the AG. If the AG requests the issuance of a new invoice in the case of name changes that were not announced in good time, Unwired will comply with this request as far as possible. However, this shall in no way prevent the due date of the original invoice.

13 Operator data

Unwired Networks GmbH Management:

Gonzagagasse 11/25

1010 Vienna

Mag. Alexander Szlezak

Register Court: HG Vienna, FN 365784v

UID: ATU66578027

Office address:
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