Terms & Conditions Nexxiot

1 Scope and Structure of this Terms & Conditions

1.1 **Order Form**. During the term of the IoT-Subscription Agreement, Nexxiot shall provide its Services to Client based on Order Forms. An Order Form becomes legally binding when executed by Client and Nexxiot.

1.2 **Contractual Documents**. The IoT-Subscription Agreement including its Annexes which form an integral part of the IoT-Subscription Agreement, the Terms & Conditions, the Order Form and Operating Manual(s) and Documentation, together the **"Contractual Documents"** govern Nexxiot's provision of the Services, Client's use of the Software Components and responsibilities relating to the Devices. Any reference to the **"IoT-Subscription Agreement"** is a reference to all Contractual Documents.

1.3 **Definitions / No further Terms and Conditions**. The definitions set out in this Terms & Conditions also apply to the other Contractual Documents as set out in the IoT Subscription Agreement, unless specifically provided otherwise in said document(s).

1.4 **Service Levels**. Parties agree that the Services are subject to the Service Level Agreement in Annex 3.

2 Scope and Terms for Services

2.1 These Terms & Conditions are applicable to the Services described in Annex 4

2.2 **Client's Limited Right to Use / License**. Subject to the conditions of the Order Form and the other Contractual Documents, Nexxiot grants Client a worldwide, limited, non-exclusive, non-transferable, non-sublicensable license to use Nexxiot's Services for the Subscription Term with the type(s) of Devices and number of Assets as specified in the Order Form.

2.3 **Access to Services / Internet Connectivity**. Nexxiot will provide its Services to Client as further set out in the Service Specifications. Client only accesses the Services via its web browser and/or the Nexxiot App. Except as provided otherwise in the Service Specifications, it is Client's sole responsibility to procure the systems, installations, hardware (including end-user hardware, such as computers or smartphones) and software required to access the Services.

2.4 **Approved Contractual Purpose / Applicable Laws/ Documentation**. Client shall use the Services only for the Approved Contract Purpose and in accordance with applicable laws, the Contractual Documents and the Documentation. Nexxiot may communicate such Documentation to Client in writing or via e-mail before the first delivery of Devices under any Order Form and may notify Client of updates and supplement Documentation via e-mail from time to time.

2.5 **Further Restrictions**. Client shall not (a) grant access, make any Services available to or use any Services for the benefit of anyone except those who have been authorized by Client to use the Services in accordance with this Agreement, which include Client's employees, consultants and/or customers or those of its Participating Affiliates, (b) license, sublicense, rent or lease any Service, (c) use a Service to store or transmit infringing, libellous, or otherwise unlawful material, or to store or transmit material in violation of third-party privacy rights, (d) access or use any of Nexxiot's IP Rights except as permitted under the IoT-Subscription Agreement, (e) frame or mirror any part of any Services, other than framing on Client's own intranets or otherwise for Client own internal business purposes or as permitted in the Documentation, or (f) unless permitted by applicable law copy, change, open, disassemble, reverse engineer, or decompile the Services or parts thereof including the Devices, and/or any of the Software Components, in particular, but not limited, to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, or (3) copy any ideas, features, functions or graphics of the Services. Any use of the Services in breach of the contractual obligations that in Nexxiot's reasonable judgment threatens the security, integrity or availability of Nexxiot's services may result in Nexxiot's immediate suspension of the Services; additional rights and claims of Nexxiot against Client resulting from such breach remain unaffected. Nexxiot will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension.

3 Participating Affiliates

3.1 **Right to Place Orders**. Participating Affiliates may place orders and execute Order Forms which will be governed by this IoT-Subscription Agreement; the Parties will agree on a separate list regarding the Participating Affiliates. The Client shall procure that any Participating Affiliates shall be informed of these Terms & Conditions, as amended from time to time, to ensure that each Participating Affiliate be aware of its rights and obligations when placing an order and executing an Order Form. Client shall ensure that Participating Affiliates will abide by the terms of the Order Form and of this Terms & Conditions.

3.2 **Order Forms with a Participating Affiliate**. An Order Form executed by a Participating Affiliate shall be governed by this Terms & Conditions as if the Participating Affiliate had been a party and to such extent any reference to the Client in this Terms & Conditions shall be deemed a reference to the relevant Participating Affiliate, provided, however, that Participating Affiliates shall not have the Parties' rights and obligations to change or terminate this IoT-Agreement.

3.3 **Participating Affiliate Ceasing to be Affiliate**. The right to place an order as set out in this Section shall cease as soon as the Participating Affiliate is no longer an Affiliate of Client . In such case Nexxiot is entitled to terminate any Order Forms that are in place and effective with such Participating Affiliate.

4 Additional Fees and Price Adjustments

4.1 **Telecommunication costs**. Connectivity and roaming costs (i.e. costs to connect Devices to Nexxiot servers) which arise in countries outside Zone A as set out in the Service Specifications (Annex 4) are invoiced additionally and separately each month by Nexxiot to the Client in full plus a handling fee of EUR 250 (net) per month.

4.2 **New features.** Nexxiot reserves the right to increase the Data Fee based on new features to its Services. Nexxiot will inform Client about the new feature 30 days in advance. If Client does not refuse the new feature within 30 days the price increase shall be deemed accepted.

4.3 **Inflation adjustment.** With the exception of Section 4.2, Data Fees are fixed during the initial Subscription Term. Data Fees for renewal Subscription Terms shall be subject to increase annually as of each anniversary of the start of the initial Subscription Term by the amount of the increase in the European Service Producer Price Index, Geopolitical Entity: European Union – 27 countries (SPPI)[1]. Those increases will be measured in the month for which the most recent index results are available as of that anniversary of the start of the initial Subscription Term.

4.4 **Component price adjustment.** Nexxiot reserves the right to increase the Hardware Price for new orders by the amount of the increase in the Producer Price Index by Industry: Semiconductor and Other Electronic Component Manufacturing[2]. Those increases will be measured based on the most recent index available at the time of the new order compared to the index on the effective date.

5 Platform Data, Asset Data, Nexxiot's Usage Rights, Ownership

5.1 **Right to Use Platform Data for Services**. Nexxiot grants Client a worldwide, non-exclusive and perpetual right to access, copy, transmit and display Platform Data and to use the Platform Data to improve and develop the operation, maintenance, functionalities, handling or performance of Client's services and/or business model, which in particular includes the right to use such Platform Data to modify, enhance and improve Clients services. The use of such Platform Data does not entitle Client to any rights to Nexxiot's databases or algorithms, nor does Client acquire any ownership rights in or related to such Platform Data, databases and algorithms.

5.2 **Asset Data**. Client grants Nexxiot a worldwide, non-exclusive and perpetual right to use the Asset Data to improve and develop the operation, maintenance, functionalities, handling or performance of Nexxiot's Services and/or business model, which in particular includes the right to use such Asset Data to modify, enhance and improve Nexxiot's Services, databases and algorithms. The use of such Asset Data does not entitle Client to any rights to Nexxiot's databases or algorithms, nor does Client acquire any ownership rights in or related to such databases and algorithms.

5.3 **No further Title or Ownership**. Subject to the limited licenses granted in this IoT-Subscription Agreement, Nexxiot acquires no title or ownership from Client or Client's licensors in or to Asset Data.

6 Modification of Services

6.1 **Functionalities**. Parties acknowledge and agree that Nexxiot has a legitimate interest to offer its Clients harmonized, up-to-date versions of its Services. Thus, Nexxiot may modify its Services, which may include changes and updates of the functionality set out in the Service Specifications as well as changes and updates of Software Components, provided that such changes and modifications do not materially reduce the scope of the Services.

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[1] Accessible via:
https://ec.europa.eu/eurostat/databrowser/view/STS_SEPP_Q/default/table;

[2] U.S. Bureau of Labor Statistics, Producer Price Index by Industry: Semiconductor and Other Electronic Component Manufacturing [PCU33443344]; accessible via:
https://fred.stlouisfed.org/series/PCU33443344.

6.2 **Future Development** Client agrees that its order made via an Order Form is not dependent on the availability of any planned features or future functionality, or dependent on any comments made by Nexxiot (written or oral) regarding its plans for future enhancements to the Services.

7 Additional Specific Terms for Devices

7.1 **Devices.** The Devices become property of the Client with the executed payment for the Devices.

7.2 **Operating Manual**. Upon delivery of the first batch of Devices, Nexxiot will provide Client with an Operating Manual in English for the installation of the Devices. Nexxiot grants Client the right to use such Operation Manual, make physical and/or electronic copies of the Operating Manual and to make available such copies to those responsible for the installation and operation of the Devices.

7.3 **Mounting Material.** Client can choose the mounting material for the Devices at additional cost in the respective Order Form.

7.4 **Handling of Devices**. Client will handle the Devices with due care and diligence. Client is responsible for any loss of and damages to the Devices that have been provided by Nexxiot to the Client.

7.5 **Replacement Procedure / Return**. The procedure to replace Devices is set forth within the Service Level Agreement.

7.6 **Taxes**. The Client pays any fees and remunerations plus applicable statutory value added tax (VAT) or other taxes assessable by any jurisdiction whatsoever. . The Client is responsible for paying such taxes associated with Order Forms.

8 Additional Specific Terms for Software Components / Storage of Platform Data

8.1 **Platform Data.** Title and ownership of Platform Data, however excluding Third Party Content, shall be and remain with Nexxiot.

8.2 **Nexxiot App**. Subject to this Agreement, Nexxiot grants Client a limited non-exclusive, non-transferable license during the applicable Subscription Term and in accordance with the Approved Contract Purpose to use and store the Nexxiot App.

8.3 **App Store**. The Nexxiot App will be provided via the public Google Play Store or Client's enterprise app store. It is Client's responsibility to (a) access the Google Play Store or Apple App Store and (b) download, install and use the Nexxiot App as specified and updated by Nexxiot from time to time.

8.4 **Firmware of Devices**. Any and all firmware that is used within or employed in connection with the Devices may only be used by Nexxiot. Client does not obtain any rights to access or use such firmware other than for the installation of the Devices as may be specified in the Operating Manuals or Documentation. Client shall, unless permitted by applicable law, not change, open, reverse engineer or otherwise manipulate the Devices or any of their Software Components.

8.5 **No Rights to Source Codes**. Client shall not get access to or otherwise receive or inspect, the source codes of the Services, the Software Components or parts thereof unless explicitly permitted by applicable law.

9 Further Client Obligations

9.1 **No Unauthorised Access or Use**. Client shall (a) be responsible and liable to prevent unauthorised access to or use of the Services and notify Nexxiot promptly of any such unauthorised access or use, (b) not use the Services in any manner that could damage, disable, overburden or impair the Services, including the Devices, (c) not use the Services for any unlawful purposes, and (d) comply with the terms of service or other agreements of other applications (web-based, mobile-based or offline), including the installation of updates, that interoperate with the Service.

9.2 **Compliance with Agreements**. Client will be responsible and liable for compliance with the Contractual Documents and any breach thereof by anyone to whom Client gives access to the Services or the Devices, including without limitation, for example, Client's employees, directors, contractors and consultants.

10 Further Nexxiot's Obligations

10.1 **Use of subcontractors**. To the extent that Nexxiot uses subcontractors for the provision of its Services, Nexxiot shall be responsible and liable for their performance.

10.2 **Business Liability Insurance**. Nexxiot undertakes to conclude customary business liability insurance with a minimal coverage of CHF 1 million (1,000,000).

10.3 **Information Security**. During the term of this IoT Subscription Agreement, Nexxiot shall maintain ISO 27001 and 9001 certifications and security controls consistent with such certifications.

10.4 **No Storage of Platform Data**. Except as expressly set forth herein, Nexxiot is under no specific custody obligation regarding Platform Data

and is not obligated to store or otherwise maintain Platform Data beyond the respective Subscription Term.

10.5 **Support and Incident Handling**. Nexxiot's obligations to provide support and the handling of Incidents during the Subscription Term shall be subject to and performed in accordance with the Service Level Agreement in Annex 3.

11 Term, Renewal and Termination of the Order Forms

11.1 **Start of Subscription Term.** Except as otherwise specified in the Order Form, the Subscription Term starts at the earlier of (a) pairing of the Device with the relevant Asset(s)or (b) 1st of the following month of delivery of the Devices.

11.2 **Renewal and Termination for Convenience.** Except as otherwise specified in the applicable Order Form, after the end of the applicable initial Subscription Term, the Subscription Term of each Order Form will renew automatically for successive periods of twelve (12) months each, unless either Party gives the other Party notice of non-renewal at least (thirty) 30 days prior to the end of the then-current Subscription Term.

11.3 **Termination for Cause**. The right of each Party to immediately terminate any Order Form for good cause remains unaffected. A termination for good cause shall in particular be;

i. for Nexxiot, in the case of a change of control of the Client, insofar as the legitimate interests of Nexxiot would be substantially affected;

ii. for a Party, if an application to open an insolvency proceeding or a comparable proceeding regarding the assets of the other Party is filed and not rejected by the insolvency court or withdrawn within two (2) months after the filing of the application or if the opening of the insolvency proceeding is refused due to the absence of assets;

iii. for a Party, if the commercial or financial relationships of the other Party deteriorate to such an extent that a proper fulfilment of the relevant Order Form appears to be seriously threatened;

iv. for a Party if the other Party has materially breached any of its contractual obligation; or

v. for Nexxiot, if Client uses the Services, including the Devices, contrary to the Approved Contract Purpose or beyond the Approved Contract Purpose.

11.4 **Written Form**. Any termination of the Order Form shall be made in writing and signed by authorized representatives of the terminating Party to be valid.

11.5 **Surviving Provisions**. Sections 5.1, 5.2, 14, 18 and 19 remain unaffected by the termination of the respective Order Form.

11.6 The termination of an Order Form as such shall not affect the IoT-Subscription Agreement.

12 Term, Renewal and Termination of the IoT-Subscription Agreement

12.1 **Term and Ordinary Termination**. The IoT-Subscription Agreement shall come into full force and effect for thirty-six (36) months upon the signature of the Parties. It shall be extended thereafter automatically by respectively twelve (12) month periods, unless one of the Parties terminates the IoT-Subscription Agreement with a notice period of three (3) months prior to the respective date of expiry of the initial term or any renewed term.

12.2 **Termination for Cause**. Section 11.3 shall apply to immediate termination of the IoT-Subscription Agreement.

12.3 **Immediate Termination for Unpaid Invoices**. In addition, Nexxiot may terminate the IoT-Subscription Agreement and all Order Forms immediately if Client has unpaid invoices which are more than sixty (60) days overdue and represent 15% or more of the annual billing amount under all current Order Forms.

12.4 Unless otherwise set out above, the termination of this IoT-Subscription Agreement as such shall not affect the Order Forms executed in its performance, for which the provisions of the IoT-Subscription Agreement shall be deemed to continue to apply with the necessary changes.

12.5 **Written Form**. Any termination of the IoT-Subscription Agreement shall be made in writing and signed by authorized representatives of the terminating Party to be valid.

12.6 **Surviving Provisions**. Sections 5.1, 5.2, 14, 18 and 19 remain unaffected by the termination of the respective IoT-Subscription Agreement.

12.7 **Open claims not affected.** The termination of the IoT-Subscription Agreement shall not affect any open claims of a Party which have occurred or come into existence during the term of the IoT-Subscription Agreement and the respective Order Form.

13 Protection of Personal Data

13.1 **Responsibility for Personal Data.** The Client shall be solely responsible for the permissibility of the collection, processing, and use of the personal data provided by Client. To the extent that Nexxiot collects, processes (including the transfer itself) or uses personal data within the meaning of the applicable data protection regulations, provided by Client ("**Personal Data**"), Client agrees and warrants that the collection, processing and use of Personal Data has been and will continue to be carried out in accordance with applicable data protection law. Personal Data includes data of legal entities as well provided that such data is protected by the applicable national data protection law. Processing of Personal Data will be done according to the Data Processing Agreement in Annex 5.

14 Confidentiality

14.1 Each Party shall keep secret and confidential the content of the Contractual Documents as well as any information, materials and documents disclosed by or on behalf of the other Party and/or any of the other Party's Affiliates in connection with the IoT-Subscription Agreement whether disclosed orally, in writing or in any other manner including, but not limited to, software, data, drawings, drafts, plans, prices, descriptions, specifications, calculations, know-how, experiences, procedures, samples, programs, materials, including the studies, analyses and/or copies based hereon ("**Confidential Information**"), use such Confidential Information exclusively for the Approved Contract Purpose] and not disclose Confidential Information, neither directly nor indirectly, to any third parties. The disclosure of Confidential Information to third parties shall only be permitted with the other Party's prior written consent. Disclosed Confidential Information remains exclusive and sole property of the disclosing Party. Any more extensive confidentiality obligations or restrictions of use existing under statutory law shall remain unaffected.

14.2 The obligations of Section 14.1 shall not apply to Confidential Information (or parts thereof) to the extent the receiving Party can prove that this (part of) Confidential Information

    i. was already known by the receiving Party prior to disclosure by the disclosing Party;

    ii. was already publicly known or generally accessible prior to disclosure by the disclosing Party;

    iii. was made publicly accessible after the disclosing Party's disclosure with no action or fault of the receiving Party;

    iv. was acquired by the receiving Party from a third party without restrictions or breach of this Terms & Conditions or any other confidentiality obligation;

    v. was developed or was commissioned for development by the receiving Party independently of knowledge of the Confidential Information;

    vi. was remitted to the receiving Party being under an obligation to disclose on the basis of a final decision of a public authority or legally valid judicial decision or due to mandatory law, provided, however, that the receiving Party (1) to the extent legally permissible, has informed the disclosing Party of this obligation in advance and its intention of disclosing the Confidential Information in order to grant the disclosing Party a reasonable opportunity to take suitable protection measures and (2) thereafter only discloses such Confidential Information which is required to meet the respective obligation, regardless of whether or not the disclosing Party has taken respective protective measures.

14.3 All rights to Confidential Information remain with the disclosing Party, unless and to the extent otherwise agreed in the Contractual Documents or by later explicit agreement.

14.4 The Parties shall disclose Confidential Information only to such of their respective employees, other workers, advisers and other persons working in any other manner for the Party who are involved in the performance of the Terms & Conditions and the Order Form on a need-to-know basis and who were instructed on the content of this Section 14 and obligated to confidentiality accordingly. The respective Party shall procure compliance of such persons with the obligations under this Section 14. The same shall apply to any third parties (in particular installers involved by the Client) which are involved by a Party in the performance of the Contractual Documents.

14.5 The obligations under this Section 14 shall remain in force and effect during the term of the IoT-Subscription Agreement and for a further period of five (5) years following the termination or expiration of the last Order Form.

15 Representations, Warranties and Disclaimers

15.1 **Representations.** Each Party represents that it has validly entered into the IoT-Subscription Agreement and the Order Forms and has the legal power to do so.

15.2 **Warranties.** Nexxiot warrants that during a two-year period starting with the Delivery Date, defective or inoperable Devices will be addressed as set out in the Service Level Agreement (Section1.8). For any breach of a warranty set forth above, Client's exclusive remedies are those described in the Service Level Agreement. Client has no right to cure any defect itself. The Service requires cellular connectivity and Nexxiot shall not be responsible for any failure of Service that results from a network connectivity failure that is not under the exclusive control of Nexxiot.

15.3 **No further warranties.** To the extent not specifically set out in Section 15.2 above and to the maximum extent permitted by applicable law, Nexxiot makes no further warranty of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

15.4 **No warranties to Third Party Content.** Third Party Content is provided "As Is," exclusive of any warranty whatsoever to the maximum extent permitted by applicable law.

16 IP Rights

16.1 Nexxiot remains the owner or licensee of any and all IP Rights relating to the Services, in particular, but not limited to, the Devices and the Software Components.

17 Limitation of Liability; Statute of Limitation

17.1 To the maximum extent permitted by law, Nexxiot shall not be liable to Client, irrespective of the legal grounds for any direct, indirect or consequential losses or damages of any kind arising out of or in connection Contractual Documents; in particular shall Nexxiot shall not be liable to Client for (i) loss of profit, revenue, anticipated savings, opportunity, (ii) contractual penalties or other liquidated damages payable by Client to third parties, (iii) loss, destruction or corruption of data, and (iv) loss of goodwill.

17.2 Nexxiot's collective total liability to Client, irrespective of the legal grounds, whether due to breach of contract or tort, including negligence or otherwise arising out of or in connection with the Contractual Documents shall not exceed the amount paid by Client to Nexxiot under the relevant Order Form in the twelve (12) months preceding the date of the event for which the liability arises.

17.3 The limitations and exclusions of liability set forth in this Section 17 shall not apply

    i. for damages, which are caused intentionally or by gross negligence,

    ii. for defects which Nexxiot maliciously concealed from Client,

    iii. for claims according to product liability law (based on the Swiss Product Liability Act, PrHG), and

    iv. for claims in case of damages to persons (injury of life, body and health).

17.4 Nexxiot's liability for damages arising out of any defects of the Services existing on the subscription start shall be excluded.

17.5 The limitations and exclusions of liability set forth in this Section 17 shall apply accordingly to any personal liability (if any) of Nexxiot's representatives, staff, employees, workers, representatives, agents, and subcontractors.

17.6 To the maximum extent permitted by law, any claims brought by Client arising out of or in connection with the Contractual Documents shall be time barred upon the lapse of twelve (12) months after their respective occurrence.

18 General Provisions

18.1 **Written form.** The IoT-Subscription Agreement is also valid if the Parties sign electronically (e.g., Adobe E-signature). The electronic signature is equivalent to the handwritten signature of both Parties. Amendments and supplements to the Contractual Documents or any part thereof, including any change, cancellation, waiver, or amendment of shall require the written form signed by both Parties to be valid.

18.2 **Implied Licenses.** There are no implied licenses under the terms set forth in the Contractual Documents, and any rights not expressly granted hereunder are reserved by Nexxiot, Nexxiot's suppliers or licensors.

18.3 **Waiver.** No waiver by either Party of any breach or default under this Terms & Conditions or the Order Forms shall be deemed a waiver of any preceding or subsequent breach or default.

18.4 **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign the Contractual Documents, without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Furthermore, Nexxiot may assign Nexxiot's rights under the

Contractual Documents for financing purposes without Client's or Participating Affiliates' consent.

18.5 **Relationship of the Parties**. The Parties are independent contractors. The Contractual Documents do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

18.6 **Third-Party Beneficiaries.** Except to the extent set forth in Section 3 (Participating Affiliates), there are no third-party beneficiaries under the Contractual Documents.

18.7 **Governing Law.** The Contractual Documents as well as any legal relationships between the Parties arising out of or in connection with the Contractual Documents as well as any ancillary transactions shall be exclusively governed by and construed in accordance with the laws of Switzerland excluding the provisions under conflict of law rules and further excluding the Convention on the International Sale of Goods (CISG).

18.8 **Jurisdiction**. Any disputes, controversies or claims arising from or in connection with the Contractual Documents (including questions concerning their implementation) shall be submitted to the exclusive jurisdiction of the competent courts of Zurich, Switzerland. In addition, Nexxiot shall be entitled to sue the Client in courts having jurisdiction at the Client's principal place of business.

18.9 **Severability**. In case any provision of the Contractual Documents should be or become in the future invalid or unenforceable, the remaining provisions of the Contractual Documents shall remain in full force and effect. The Parties already agree that the respective invalid or unenforceable provision shall be deemed replaced by such valid provision which comes as close as possible to the legal and commercial intention and purpose of the relevant invalid or unenforceable provision. The same shall apply in case of any unintended gaps in the Contractual Documents.

18.10 **Force Majeure**. If and to the extent that a Party's performance of any of its obligations pursuant to any Contractual Document is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, pandemics, acts or attempted acts of terrorism, riots, civil disorders, rebellions or revolutions, strikes or other work stoppages, or any other cause beyond the reasonable control of such Party (each, a "*Force Majeure Event*"), then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use reasonable efforts to resume performance to the extent reasonably possible.

18.11 **Sanctions / Export Control.** Nexxiot reserves the right in the event of international sanctions or other legal restrictions (e.g. export control regulations) imposed by the United Nations, the United States, Switzerland or the European Union to restrict or temporarily suspend certain Services in countries or for Clients affected thereby.

19 General Definitions

Any capitalized terms not otherwise defined in the Terms & Conditions shall have the meanings set forth below or in the Order Form:

Affiliate of a Party shall mean any other legal entity that directly or indirectly controls, is controlled by, or is under common control with such Party, for as long as such control exists. "**Control**", "**controlled by**" and "**under common control**" refers (i) to the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or the capital stock of, or other comparable equity or ownership interest in the respective legal entity, or (ii) in the absence of such ownership interest, to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the respective legal entity, by contract or otherwise.

Approved Contract Purpose: The permitted usage of the Services and Devices as set out in the Contractual Documents.

Asset Data: shall mean any data relating to Assets that are transmitted, or otherwise received by a Device installed onto Assets or otherwise collected by Nexxiot through its Devices in accordance with the Order Form(s).

Assets: Client's assets (e.g., cargo wagons), which have been equipped with Nexxiot's Devices.

Confidential Information: As defined in Section 14.

Contractual Documents: As defined in Section 1.2.

Platform Data: shall mean all data provided by or specifically generated through the Services in accordance with this IoT-Subscription Agreement.

Data Fee means the price indicated accordingly in the respective Order Form for the use of the Software Components, storage of data and further

services according to the SLA of Nexxiot except for the purchase of the Devices.

Delivery Date: The date when the Devices are received at the location specified in the Order Form.

Devices: Nexxiot's hardware intended to be installed onto an Asset and used to collect data relating to the Asset's behaviour.

Documentation: The Operating Manual, tutorials, technical documents, user manuals and help and training materials provided by Nexxiot to Client.

Effective Date: The date upon which the IoT-Subscription Agreement is signed by both Parties.

Error: As defined the Service Level Agreement.

Hardware Price means the price indicated accordingly in the respective Order Form for the Devices.

Incident Management: As set forth in the Service Level Agreement.

IP Rights: shall mean all rights in (a) patents, patent registrations, patent applications and inventions and all rights therein, (b) trademarks, product names, service marks, logos, whether or not registered and registrations and applications for registrations thereof, (c) copyrights (including in any software), semi-conductor topography rights, rights of extraction relating to databases, and all other similar proprietary rights which may subsist in any part of the world, (d) all rights in World Wide Web addresses, URL's and domain names and applications and registrations therefor, and trade secrets and confidential, technical or business information including know-how, manufacturing and production processes and techniques.

Order Form: shall mean the individual agreement between the Parties (or in case of a Participating Affiliate: between Nexxiot and such Participating Affiliate) made under these Terms & Conditions relating to the provision of Services.

Nexxiot App: App to pair the Devices and access instructions to mount the Device in the form released by Nexxiot from time to time.

Operating Manual: An electronic instruction document in English, which explains how to install the Devices onto the Assets, access the interfaces, the web portal and the Nexxiot App.

Participating Affiliate(s): shall mean the Affiliates of Client

Personal Data: As defined in Section 13.1.

Service Level Agreement: Means Annex 3.

Services: Means the products and services ordered by the Client under the Order Form(s) and made available by Nexxiot to Client.

Service Specifications: Means Annex 4.

Software Components: Mean the software or firmware or Nexxiot App or parts thereof which Nexxiot chooses to employ or use to render Services.

Subscription Term: As defined in the Order Form.

Support: As defined in the Service Levels.

Third Party Content: Means information obtained by Nexxiot from publicly available sources or third party content providers and made available to Client through the Services.

1 Service Levels

1.1 Services covered.

The Service Level Agreement sets out the full scope of Nexxiot's obligations to provide support and maintenance for the following service(s):

- Nexxiot Connect Console (UI)
- Nexxiot Connect REST API(s)
- Nexxiot Connect ITSS Push

1.1.1 Nexxiot Connect Console (UI)

This is a policy governing the use of Nexxiot Connect Console, the web-based user interface (UI) of Nexxiot Connect and applies separately to each tenant using Nexxiot Connect Console. This SLA applies to each geographical region (computing center) that Nexxiot Connect is deployed and each region is monitored and reported separately.

SLA Metric	Uptime
Availability (A)	99.5%
Success Ratio (S)	99.5%

Disclaimer

This SLA only covers service availability according to the definitions below and provides no user interface backward or forward compatibility guarantees. Any abuse or violation of the fair use policy (as defined below) will void this SLA for the affected monthly billing cycle. Nexxiot might introduce per tenant and/or per user rate limits anytime to ensure high service quality for all tenants and users of the Nexxiot Connect Console and to protect against misbehaving user agents.

Definitions

- Availability (A) means the ingress infrastructure is up and running, ready to forward API and Web User Interface request from clients to the corresponding endpoints. The Availability is measured by issuing a health check request once per minute.
- Client Error means HTTP requests which failed due to wrongly configured or misbehaving clients, usually resulting in HTTP responses with status codes 4XX as defined in section 6.5. "Client Error 4xx" of RFC 7231[3], status code 501 Not Implemented or status code 505 HTTP Version Not Supported. Also client requests which fail due to server-side rate-limits are considered Client Errors.
- Server Error means HTTP requests which failed with a server error as indicated by HTTP status codes 5XX as defined in section 6.6. "Server Error 5xx" of RFC 7231[4], excluding server error caused by misbehaving clients trying to access non-existing endpoints (501 Not Implemented), using unsupported HTTP protocol versions (505 HTTP Version Not Supported) or any other Client Errors.
- Client Error and Server Error together or individually are defined as "Error(s)".
- Failure Rate (F) means the rate of HTTP requests which failed with a Server Error.
- Request Rate (R) means the rate of all HTTP requests, no matter whether they resulted in a Server Error or not.
- Success Ratio (S) means the relation between successful requests (R-F) and all requests (R) as expresses by the following formula: $S = (R-F) / R$.

Remedy

If, in any month, the Availability is not met, then Nexxiot shall provide, a credit ("SLA Credit") on a pro rata basis where the service is unavailable. Each SLA Credit will be calculated by the prorated monthly Data Fee charged for the affected downtime. (e.g., Availability is 99% and therefore the goal of 99.5% is not met. The Data Fee will be credited pro rata with the next invoice for the 0.5% downtime.)

Notice Required

If Client does not give Nexxiot written notice that it is eligible for SLA Credit within 30 business days' after the end of a month it is eligible to receive SLA Credit, Nexxiot will not be required to provide SLA Credit for that month.

Fair use policy

While Nexxiot is committed to ensure its user interface (UI) scales with load on demand, such automatic scaling is not always possible respectively might only happen with a certain delay. To ensure high quality of service for all users of the Nexxiot Connect Console it is important that all users adhere to the following fair use policies:

- Users must not conduct any performance or load benchmarks against the Nexxiot Connect Console. Such activity will be considered a denial of service attack (DOS) and might result in request throttling or complete service shutdown for the causative tenant
- Users must not run any manual or automated UI tests against Nexxiot Connect Console without written consent from Nexxiot. In case of written consent from Nexxiot, such tests must not cause unnecessarily excessive load and must run at a reasonable interval (low frequency)

1.1.2 Nexxiot Connect REST API(s)

This is a policy governing the use of Nexxiot Connect REST API(s) and applies separately to each tenant using Nexxiot Connect REST API(s). This SLA applies to each geographical region (computing center) that Nexxiot Connect is deployed to, whereby each region is monitored and reported separately. This SLA applies to all Nexxiot public API endpoints for which there is no more specific SLA provided.

SLA Metric	Uptime
Availability (A)	99.5%
Success Ratio (S)	99.5%

Disclaimer

This SLA only covers service availability according to the definitions below and provides no API backward or forward compatibility guarantees. Nexxiot undertakes to inform the Client 3 months in advance about breaking API changes (e.g. by email). Any abuse or violation of the fair use policy (as defined below) will void this SLA for the affected monthly billing cycle and the tenant will not be eligible for any service level credits. Nexxiot might introduce per tenant and/or per user rate limits anytime to ensure high service quality for all tenants and users of the Nexxiot Connect REST API(s) and to protect against misbehaving API clients.

Definitions

- Availability (A) means the ingress infrastructure is up and running, ready to forward API and Web User Interface request from clients to the corresponding endpoints. The Availability is measured by issuing a health check request once per minute.
- Client Error means HTTP requests which failed due to wrongly configured or misbehaving clients, usually resulting in HTTP responses with status codes 4XX as defined in section 6.5. "Client Error 4xx" of RFC 7231[5], status code 501 Not Implemented or status code 505 HTTP Version Not Supported. Also client requests which fail due to server-side rate-limits are considered Client Errors.
- Server Error means HTTP requests which failed with a server error as indicated by HTTP status codes 5XX as defined in section 6.6. "Server Error 5xx" of RFC 7231[6], excluding server error caused by misbehaving clients trying to access non-existing endpoints (501 Not Implemented), using unsupported HTTP protocol versions (505 HTTP Version Not Supported) or any other Client Errors.
- Client Error and Server Error together or individually are defined as "Error(s)".
- Failure Rate (F) means the rate of HTTP requests which failed with a Server Error.
- Request Rate (R) means the rate of all HTTP requests, no matter whether they resulted in a Server Error or not.
- Success Ratio (S) means the relation between successful requests (R-F) and all requests (R) as expresses by the following formula: $S = (R-F) / R$.

Remedy

If, in any month, the Availability is not met, then Nexxiot shall provide, a credit ("SLA Credit") on a pro rata basis where the service is unavailable. Each SLA Credit will be calculated by the prorated monthly Data Fee charged for the affected downtime. (e.g., Availability is 99% and therefore

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[3] https://www.rfc-editor.org/rfc/rfc7231#section-6.5.
[4] https://www.rfc-editor.org/rfc/rfc7231#section-6.6.

[5] https://www.rfc-editor.org/rfc/rfc7231#section-6.5.
[6] https://www.rfc-editor.org/rfc/rfc7231#section-6.6.

the goal of 99.5% is not met. The Data Fee will be credited pro rata with the next invoice for the 0.5% downtime.)

<u>Notice Required</u>

If Client does not give Nexxiot written notice that it is eligible for SLA Credit within 30 business days' after the end of a month it is eligible to receive SLA Credit, Nexxiot will not be required to provide SLA Credit for that month.

Fair use policy

While Nexxiot is committed to ensure its REST API(s) scale with load on demand, such automatic scaling is not always possible respectively might only happen with a certain delay. To ensure high quality of service for all users of the Nexxiot Connect REST API(s) it is important that all API clients adhere to the following fair use policies:

- API Clients must not create unpredictable or unnecessarily excessive load on Nexxiot Connect REST API(s), especially recurring and polling API clients must run at a reasonable interval (low frequency) and use pagination or streaming whenever possible. This also applies to Client specific availability or performance monitoring systems.

- API Clients must not conduct any performance or load benchmarks against the Nexxiot Connect REST API(s). Such activity will be considered a denial of service attack (DOS) and might result in request throttling or complete service shutdown for the causative tenant.

1.1.3   Nexxiot Connect ITSS Push

This is a policy governing the use of Nexxiot Connect ITSS Push service and applies separately to each tenant using Nexxiot Connect ITSS Push service. This SLA applies to each geographical region (computing center) that Nexxiot Connect is deployed and each region is monitored and reported separately.

SLA Metric	Uptime
Monthly Delivery Attempt Rate	99.5%

Disclaimer

This SLA only covers service availability according to the definitions below and provides no ITSS Push version backward or forward compatibility guarantees. Nexxiot undertakes to inform the Client 3 months in advance about breaking ITSS Push version changes (e.g. by email). Any abuse or violation of the fair use policy (as defined below) will void this SLA for the affected monthly billing cycle and the tenant will not be eligible for any service level credits.

Definitions

Monitoring Query means: query issued by our monitoring system to check whether ITSS Push scheduler service is running and effectively attempting to deliver messages to endpoints. It only covers the First Delivery Attempt for each message.

First Delivery Attempt means: the initial attempt to deliver a processed message from the ITSS Push service to the endpoint as configured by the customer, only if the endpoint is known to be functional (see Exclusions) If it fails to deliver because of an issue on the customer side, no further delivery attempts are considered for the purpose of calculating the Monthly Delivery Attempt Rate.

Error Rate means: (i) the total number of monitoring queries which reported that the ITSS Push service scheduler is unable to process and deliver messages in the defined time frame divided by (ii) the total number of processing messages during a 2-hour interval. We will calculate the Error Rate as a percentage for each 2-hour interval in the monthly billing cycle.

Monthly Delivery Attempt Rate is calculated by subtracting from 100% the average of the Error Rates from each 2-hour interval in the monthly billing cycle.

<u>Remedy</u>

If, in any month, the Monthly Delivery Attempt Rate is not met, then Nexxiot shall provide, a credit ("SLA Credit") on a pro rata basis where the service is unavailable. Each SLA Credit will be calculated by the prorated monthly Data Fee charged for the affected downtime. (e.g., Availability is 99% and therefore the goal of 99.5% is not met. The Data Fee will be credited pro rata with the next invoice for the 0.5% downtime.)

<u>Notice Required</u>

If Client does not give Nexxiot written notice that it is eligible for SLA Credit within 30 business days' after the end of a month it is eligible to receive SLA Credit, Nexxiot will not be required to provide SLA Credit for that month.

Exclusions

Malfunctional or misconfigured ITSS Push delivery endpoints lie outside of Nexxiot's control and are not covered by this SLA. ITSS Push delivery endpoint configuration is managed by Client (not Nexxiot) and therefore responsibility lies with Client.

Fair Use Policy

To ensure high quality of service for all Nexxiot Connect ITSS Push endpoints (subscriptions), it is important that all such endpoints adhere to the following fair use policies:

1.2   Endpoints must be alive and accept ITSS Push messages with reasonable low latency.

1.3   Endpoints must scale with the expected load to provide sufficient throughput to accept all posted messages with reasonable low latency.

1.4   **Dates and Reviews.**

Client and Provider agree to review the completeness of the "HTTP Status Codes as part of the definition of "Error Rate", six months after the signature date and agree further, to amend and adjust them if required.

1.5   **Exclusions.**

Nexxiot is not liable for any Incident Service or obligated to provide any Incident Management relating to Errors caused by:

- Client's use of the Services outside the Approved Contract Purpose or Client's non-compliance with use instructions contained in the Contractual Document;

- Dysfunctional third-party systems related to external sensors or services; especially replacement of mobile networks;

- Any alterations of or additions to the Software Components or the Devices by anyone other than Nexxiot, unless such alternations or additions are made at the written direction, or written approval of, Nexxiot;

- Placement of Devices in areas where GSM reception is generally unavailable

- Disruption to Services caused by stolen or damaged Devices, provided the theft of or damage to those Devices is not attributable to Nexxiot;

- Maintenance carried out within the Maintenance Window (to the extent that the Error occurs during and as a result of such maintenance).

- Scheduled maintenance carried out outside the Maintenance Window but with the prior consent of the Client (to the extent that the Error occurs during and as a result of such maintenance

1.6   **Business Hours.**

The timing of the Incident management provided will be based on the Severity Level of the Incident. Notwithstanding Client's evaluation of the Severity Level of the Incident, Nexxiot, at its own reasonable discretion, will categorize the Severity Level. The Business Hours will cover the time from 9:30 a.m. until 17:30 p.m. CET/CEST on Mondays to Fridays, excluding official holidays of the City of Zurich and Frankfurt.

1.7   **Support Service Availability.**

The "Targeted Response Times" and "Targeted Recovery Times only apply to incidents where the Services do not fulfil the applicable Service Specifications in this SLA.

Severity Level	Description	Targeted Response Time	Targeted Recovery Time
Level 1: **Production system down**	Your business is significantly impacted. Important functions of the Service are unavailable.	4 business hours	8 business hours
Level 2: **Production system impaired**	Important functions of the Service are impaired or degraded.	9 business hours	27 business hours

Level 3: **System impaired**	Non-critical functions of the Service are behaving abnormally, or you have a time-sensitive development question.	27 business hours	48 business hours

Based on the classification of the Incident by Nexxiot into one of the above Severity Levels, Nexxiot will respond to reported incidents and will use commercially reasonable efforts to resolve Severity Level 1 and 2 Errors reported by the Client within the applicable Recovery Time specified in the table above.

"**Response Time**" is the time it takes for Nexxiot to confirm that the reported Incident has been registered. The Response Time will be calculated from the receipt of an Incident report containing all information. Nexxiot will confirm receipt of the Incident report to the Client.

"**Recovery Time**" is the time it takes beginning with the Response Time for Nexxiot to investigate and implement a resolution for an Error reported by Client either in form of a Permanent Fix or in form of a Workaround.

1.8   **Replacement.**

Client shall return defective or inoperable Devices, if the Device's condition allows it, to Nexxiot at a determined destination (DDP INCOTERMS 2020). If Client is not able to access the Services due a defective or inoperable Device, Nexxiot will repair the Device at Nexxiot's own discretion or provide a replacement Device delivered to an address provided by Client, as soon as reasonably practicable after receiving Client notification. Client shall remain responsible for de-installation of the defective Device as well as for the installation of the repaired Device or the replacement Device. In addition, the following shall apply:

If Nexxiot is responsible for the Device being defective or inoperable, Nexxiot will bear the costs of repair or replacement (except for the costs of installation and de-installation). In such case, Nexxiot will reimburse Client the Data Fees paid for the Services associated with the defective Device during the period of inoperability only. The reimbursed amount shall only cover the period of inoperability which ends upon receipt of the repaired Device or the replacement Device at the designated address, irrespective of when Client installs the repaired Device or the replacement Device at the affected Asset. Nexxiot's obligation to perform the Services for the affected Asset re-starts once Client has correctly installed the repaired Device or the replacement Device, and informed Nexxiot about such installation. Further claims to reduction or retention of the Data Fee as well as reimbursement of installation costs are excluded.

If the Device is defective or inoperable due to any other reason, including, but not limited to, loss, damages due to lack of diligence or handling or use in violation of the Contractual Documents by Client or third parties, Client bears the costs for de-installation of the defective Device and costs for installation of the repaired or replacement Device. Client shall continue to be liable for the agreed Data Fee for the Services for the affected Asset until the end of the respective Subscription Term. A new Subscription Term for the affected Asset will commence upon receipt of the repaired or replacement Device by Client.

During the repair / replacement process as described above, Nexxiot's obligations under the Order Form or the Terms & Conditions related to the affected Assets shall be suspended. Nexxiot's obligations to perform the Service related to the affected Asset re-start once the repaired Device or the replacement Device has been installed and Client informed Nexxiot about such installation.

1.9   **Maintenance Work**.

Activities that lead to an unavoidable service degradation or outage (unavailability) are considered to be *maintenance work*. This includes activities like upgrading and migrating database systems, replacing underlying hardware components or networking equipment. Rolling upgrades or atomic service upgrades which happen instantaneously without significant interruption of services are not considered to be maintenance work, such operation activities are considered to be *regular work. Regular work* might be conducted anytime without special notice.

- Service unavailability caused by maintenance work is excluded from SLA and does not count towards the corresponding SLA metrics if (a) Client has been notified (informed) about the planned schedule at least 48 hours in advance or (b) Client has agreed (consented) to those activities (e.g. per email).

- Service unavailability caused by *maintenance work* is included in SLA and counts towards the corresponding SLA metrics if (a) Client has not been notified (informed) about the planned work upfront and (b) Client has not otherwise agreed to those activities.

- Service unavailability caused by *regular work,* such as rolling upgrades or atomic upgrades, are included in SLA and count towards the corresponding SLA metrics.

Maintenance Windows

The Client acknowledges and agrees that *scheduled maintenance work* will be carried out at regular intervals and such *maintenance work* may impair the functionality and availability of the Services. Nexxiot will use commercially reasonable efforts to carry out *maintenance work* during off-peak times ("**Maintenance Window**"). This shall also apply for unscheduled *maintenance work* which should – if possible – also take place within the Maintenance Window. The following table lists the region-specific off-peak times:

Region	Maintenance Window
Central Europe	- 21:00 – 05:00 CET respectively CEST - Saturday and Sunday whole day

1.10   **Client Support.**

Client Support is to assist Clients in making correct use of a product. It includes assistance in installation, training, troubleshooting and maintenance of the Service. For all incidents Client will contact Nexxiot as specified below:

Service Ticketsystem

Email: support@nexxiot.com

The Service Desk accepts, and documents incidents or service requests and monitors their processing and provide Client with updates regarding its progress toward resolution at regular intervals until the Incident is solved or a permanent fix or workaround is established.

An escalation regarding the processing of an incident or service requests, initiated by users whose incidents or requests are only processed with delay or not at all is related to according Communication Matrix (last known state).

1.11   **Responsibilities.**

The Client agrees that:

Client (only) shall register, consolidate and evaluate incident reports (for itself, its Clients and any other stakeholders) and then forward them to Nexxiot.

If requested, Client shall provide Nexxiot's employees with additional information (for example, the execution of user activities and the provision of sample data) to assist Nexxiot's remedy of an Incident.

1.12   **Service Availability Reporting and Reviewing.**

Nexxiot prepares a service availability report of each month for the previous month on the agreed service availability upon request of the Client. In the case of non-availability of the service, these reports must sufficiently represent the reason for the respective non-availability.

This document specifies the Service of Nexxiot (i.e., the software and hardware capabilities, hereinafter "Service Specifications").

1 Definitions

"API" refers to an application programming interface

"Client" refers to the party contracting with Nexxiot for the usage of Devices and the Nexxiot Connect Intelligent Cloud

"CSV" refers to a file format and stands for comma-separated values

"Data Sheet Edge" refers to the Nexxiot GH Edge Datasheet provided additionally

"Data Sheet Globehopper" refers to the Nexxiot Crossmodal 3.0 data sheet provided additionally

"Data Sheet ITSS Interface IF1" refer to the ITSS Standard Specification (ITSS Interface IF1) provided additionally

"Data Sheet Kingpin" refers to the Nexxiot Kingpin Monitor 1.0 Datasheet provided additionally

"Data Sheet Loadtracker" refers to the Nexxiot Loadtracker 1.0 Datasheet provided additionally

"Data Sheet Temperature Monitor" refers to the Nexxiot TM 1.0 Datasheet provided additionally

"Devices" refers to devices originating from Nexxiot, including Gateways and Sensors

"Edge" refers to the Edge gateway devices

"Globehopper" refers to Globehopper Crossmodal gateway devices

"GNSS" refers to the global navigation satellite systems including GPS, BEIDOU, Glonass, and Galileo

"ITSS" stands for "Industrieplattform Telematik und Sensorik im Schienengüterverkehr" and refers to the industry platform for telematics and sensor technology in rail freight transportation

"Nexxiot APIs" refers to APIs provided to the Client specified by Section 2.2 of this Service Specifications

"Nexxiot Connect Intelligent Cloud" refers to the cloud platform that presents and provides access to software services and capabilities including the processed data and the backend of the platform

"Nexxiot Mounting App" refers to the mobile application provided to enable the pairing of Globehopper and Edge devices as well as Sensors to Assets

"NFC" refers to near field communication

"Roaming Agreements" refers to contracts that Nexxiot's telecommunication provider enters with foreign telecommunication providers without the involvement and responsibility of Nexxiot

"Sensors" refer to loadtracker, temperature monitor and kingpin sensor systems

2 Software Capabilities

2.1 Nexxiot Connect Intelligent Cloud

2.1.1 Main features

a. Dashboard

The dashboard shows the latest available asset location on a world map, the asset name, and the motion status ("moving", "idle"). Multiple Assets can be clustered if their Globehoppers' or Edge's last sent geolocation messages are close to each other. The geolocation is visible on a world map which is zoomable and can be customized in style including but not limited to transport map, train map, and satellite map. The dashboard provides certain filtering options which are asset name or location. The Assets shown can be exported as CSV and Excel file which includes the latest location (longitude, latitude, time and date stamp, Asset name and Asset type).

b. Explore

The Assets view provides the list of Assets and their attributes, including the Asset name, current motion status, time and date stamp of the last update, and the last location. This list can be exported as CSV file. The Asset section also enables the Client to virtually pair Assets to a new Gateway module. An instruction manual is provided in the download field. Filters allow the selective display of assets based

on different properties.

c. Asset Details

The individual Asset view (also referred to as "Asset Details") gives access to the historical data for the duration defined in Section 2.1.2 of this Service Specifications. The historical location of the Asset is visualized in a map view which includes similar map styles as outlined above in the Dashboard description. Asset-related

documents such as mounting pictures and maintenance documents can be attached in the document section. The Asset view also shows the cumulative mileage in the chosen time range.

Assets of type "Train" have their geolocation specially processed such that the rail tracks onto which the Asset travelled are highlighted. To calculate the route of the Asset, the data is processed in Nexxiot's backend. When sufficient data points are available the approximated Asset travel route and thereof calculated total mileage are displayed in the map view.

The Asset view enables the Client to record asset-related metadata in the form of key-value pairs and to edit them individually. Historical Asset events for configured triggers are provided in the form of a list and provide information such as the date and time stamps of the event, conditions met which triggered the generation of the event, trigger name responsible for generating the event, configured severity such as information, warning or alert and location of the event. Clicking on the event will highlight on the map where the event occurred alongside relevant information such as the date and time stamp and name of the trigger. Events with shock conditions have a special display where the shock curve for each axis is displayed.

d. Events

The events section lists all events generated from any manually defined trigger as described above that occurred in a selected time range, which is set to the current day by default. This page can be exported into a CSV file using the export functionality on the page.

e. Geofences

The geofences section allows the Client to create customized geofences which describe a virtual border of an area of interest. These geofences can be adjusted manually if needed. Metadata such as contact person, geofence type, and more can also be added.

f. Triggers

The triggers section provides the possibility to create customized triggers. The trigger engine recognizes a manually defined set of conditions and will generate a corresponding event which will be displayed in the user interface. The following conditions can be triggered:

- Any Asset is entering/ leaving/ crossing one or more individual geofences or all geofences;
- Any Asset is entering/ leaving any country or a defined country;
- Any Asset is exceeding a certain speed limit;
- Any Asset recording a shock above a certain customizable value measured in g's;
- Any Asset's Globehopper's or Edge's internal temperature exceeds or falls below a certain temperature or falls in between a certain temperature range or changes by a certain number of units within a certain period of time;
- And all other sensors (door, hatch, kingpin, LT, handbrake, a.s.o.) and their respective states and values.

The above conditions can also be combined with logical operators AND and OR. Triggers can be activated and deactivated. It is also possible to be notified by e-mail or push notifications (only available on Android phones) for any newly generated trigger event.

g. Devices

The devices section displays all Devices registered with the Client account along with related attributes including but not limited to device identifier, product identified, battery status, date, and time stamp when it was mounted to an Asset.

h. Reports

The reports section provides a list of predefined reports which will display historical data according to a selected time range. The following list of reports is enabled by default:

- Asset mileage report: provides cumulative mileage data for each individual Asset according to the selected time range. The report can be exported to CSV or Excel file and exported columns and file names can be customized. For each Asset, for the selected time range, the following fields are displayed:
  - Asset name
  - Availability (I.e., whether the mileage is subject to correction or not – typically for a few days only)
  - Total mileage
  - Average daily mileage
  - Percentage of time in moving state
- The fleet mileage and utilization report provide a collection of interactive charts about aggregated mileage and utilization for the whole fleet. The data

is generally splitable by day, month, or year. Each individual chart is exportable to CSV format.

2.1.2 Data storage

The data for individual Assets will be stored and available for 24 months and accessible in the Nexxiot Connect Intelligent Cloud.

2.1.3 User Management

Client gets access to the interface of the Nexxiot Connect Intelligent Cloud through individual user accounts with personalized access rights. The manage users section shows a list of user accounts and allows to view, create, edit, and delete user accounts, their data, and their permissions. The list of users can be exported into a CSV and exported columns can be customized.

User data includes the users' name, phone number, and e-mail address which is used to login into Nexxiot Connect Intelligent Cloud.

The types of permissions that can be granted are as follows:

- Pairing user: The user can pair and unpair Devices using the Nexxiot Mounting App.
- Read-only: The user can view a list of the triggers and geofences, view Assets and Devices, and view a list of the notifications.
- Read/write: The user can manage triggers and geofences, manage groups, view, and edit Assets and Devices, and view a list of notifications.
- Administrator: The administrator can manage user accounts, manage triggers and geofences, manage groups, view, and edit Assets, and view a list of notifications.
- Restricted access: In addition to the above-mentioned general permissions, these permissions can also be granted to members of a group limited to the extent of the group as set forth in Section 2.1.4 of this Service Specifications, creating the additional permissions of group read-only, group read/write, and group administrator.

2.1.4 Group Management

When a user is created with the permission restricted access mentioned above in Section 2.1.3 of this Specifications and thus assigned to one or more groups, this user can only access resources within those groups. The manage groups section, available to administrators or group administrators, shows a list of created groups within the account and allows to view, create, edit, or delete the groups. A group allows to include resources such as users, unpaired Devices, assets, and geofences. A resource can be added to multiple groups, in which case the members of all groups can see and access the resource.

A group can contain an arbitrary number of subgroups, in which case it is referred to as a parent group. The parent group always has access to all resources within its own subgroups. Across the Nexxiot Connect Intelligent Cloud, if available, a subgroup can be selected, limiting the visibility and accessibility of the resource to that subgroup and its parent group.

If a group is not visible, neither the group and its composition can be viewed, nor are the resources therein accessible. A group can be created with the following visibility settings:

- Non-public (default): The group is not visible to other groups and its resources are not accessible to other groups, except for its parent group.
- Visible to all groups: The group is visible to all other groups.
- Visible to some groups: The group is visible to a selected number of groups.

Groups can be created with a name, a description, and a color, allowing to distinguish groups more easily within the list of groups in this section.

2.1.5 Configurations

The configuration section allows configurations that are valid across the Nexxiot Connect Intelligent Cloud. This section includes various user interface and application options as well as options to configure the ITSS push service. Configurations can be set at each level individually: (a) the totality of the client's accounts, (b) each parent group, and (c) each subgroup.

The ITSS IF1 push service allows sending data in ITSS IF1 format to a customizable endpoint. The types of data and the endpoint can be configured in the configuration section. The Data Sheet ITSS Interface IF1 provides more information about the possible types of data and the ITSS IF1 format.

2.2 Nexxiot APIs

2.2.1 Track and Trace API

The track and trace API allows retrieval and manipulation of data outside of the common user interface of the Nexxiot Connect Platform. It enables to create, read, update, delete, and export events, geofences, and triggers as set forth in Section 2.1.1 of this Service Specifications; To create, and read desktop notifications on Android only; To get reports including Asset mileage reports, fleet mileage, and utilization, transits in the boundaries of and between geofences.

2.2.2 Connect API

The connect API supports the Device installation process and enables the retrieval of data provided by installed Devices.

2.2.3 ITSS IF1 ingress API

The ITSS ingress API enables receiving device data provided by 3rd parties. The data must be in accordance with the Data Sheet ITSS Interface IF1 supported by Nexxiot to be compliant.

2.3 Nexxiot Mounting App

The client receives access to the Nexxiot App which enables the individual user to virtually match, i.e., "pair" the asset with the Globehopper. The Nexxiot App can be downloaded from the Google Play Store and Apple App Store according to the description in the manual for the Nexxiot App.

The process of pairing can be done using NFC technology or QR codes.

3 Hardware & Firmware Capabilities Globehopper

3.1 Functionality

The Globehopper collects location and sensor data and uploads it to the Nexxiot Connect Intelligent Cloud. By default, data is transmitted every 5 minutes when the Asset is moving and every 12 hours when the Asset is stationary. Interval settings can be adjusted in agreement with Nexxiot. The Globehopper may deviate from default sending intervals when the conditions for a sending trigger are met. For the Globehopper, this can be Scanning of the NFC, Recording of a shock above a certain value measured in g, a change between moving and idle state of the Asset (if enabled), or the receipt of certain external sensor alarms. When the battery is low the Globehopper switches to the low battery mode and resumes sending when it is charged sufficiently. If no mobile network connectivity is available, the black box mode is activated, and all data is collected for up to 30 days and transmitted as soon as the Globehopper can again establish a mobile network connection.

The GNSS module determines the asset location regularly with a nominal deviation of +/- 50 meters. The positioning accuracy depends on atmospheric and geographical conditions as it depends on a clear sky view for satellite data reception to decode the position. Occasional outliers and outages may occur where GNSS is unavailable. In case of GNSS unavailability, the location is determined by mobile network triangulation. The GNSS module is turned off by factory default when the Globehopper is shipped and is activated during the pairing process. Firmware updates are performed over the air.

3.2 Certifications

The Globehopper carries the certifications set forth in the Data Sheet Globehopper.

3.3 Pairing and Mounting

Upon pairing of a Globehopper the GNSS module is activated, and the regular default sending intervals according to Section 3.1 of this Service Specifications are configured automatically.

Mounting shall be done according to the user manuals provided for the Globehopper. Failure to do so leads to inferior performance of the Globehopper in terms of location accuracy, communication reliability, charging and other functionalities.

The Globehopper is provided with an integrated mounting plate and mounting accessories, such as rivets on request.

3.4 Cellular Coverage

The Globehopper uses 4G/5G (Cat-M1 and NB-IoT) connectivity with a fallback to 2G. Mobile network connectivity depends on the availability of local mobile networks and Roaming Agreements enabling connectivity in the corresponding area. If no mobile network connectivityis available, the Globehopper switches to the black box mode as set out in Section 3.1 of this Service Specifications.

4 Hardware & Firmware Capabilities Edge

4.1 Functionality

The Edge collects location and sensor data and uploads it to the Nexxiot Connect Intelligent Cloud. By default, data is transmitted every 60 minutes when the Asset is moving and every 24 hours when the Asset is stationary to preserve energy. Interval settings can be adjusted in agreement with Nexxiot. The Edge can deviate from the default sending intervals if the conditions for a sending trigger are met. When the battery is low, the Edge switches to the low battery mode and resumes sending when it is charged up sufficiently. If no mobile network connection is available, the black box mode is activated, all data is collected for up to 30 days and transmitted as soon as the Globehopper can again establish a mobile network connection.

The GNSS module determines the asset location regularly with a nominal deviation of +/- 50 meters. The positioning accuracy depends on atmospheric and geographical conditions as it depends on a clear sky view for satellite data reception to decode the position. Occasional outliers and outages may occur where GNSS is unavailable. In case of GNSS unavailability, the location will be determined by mobile network triangulation. The GNSS module is turned off by factory default when the Edge is shipped and is activated during the pairing process.

Firmware updates are performed over the air.

4.2   Certifications

The Edge carries the certifications set forth in the Data Sheet Edge.

4.3   Pairing and Mounting

Upon pairing of an Edge, the GNSS module is activated, and the default sending intervals according to Section 4.1 of this Specifications are configured automatically.

Mounting shall be done according to the user manuals provided for the Edge. Failure to do so leads to inferior performance of the Edge in terms of location accuracy, communication reliability, charging and other functionalities.

The Edge is provided with mounting accessories, such as rivets, on request.

4.4   Cellular Coverage

The Edge uses 4G/5G (CAT-M1 and NB-IoT) connectivity with a fallback to 2G. Mobile network connectivity depends on the availability of local mobile networks and Roaming Agreements enabling connectivity in the corresponding area. If no mobile network connectivityis available, the Edge switches to the black box mode as set out in Section 4.1 of this Service Specifications.

5   Hardware & Firmware Capabilities Kingpin

5.1   Functionality

The kingpin sensor system ("Kingpin") consists of three individual sensors that measure the trailer loading status on a pocket wagon. Those three sensor values are sent to the Globehopper which in turn sends this to the Nexxiot Connect Intelligent Cloud, where the data is aggregated and a combined state (e.g., unsafe loading) is computed. The Kingpin can store measurement data for 24 hours if it is disconnected from a Globehopper. An active connection to a Globehopper is necessary to store data for a longer period of time and upload it to the Nexxiot Connect Intelligent Cloud. The transmission of data to and availability on the Nexxiot Connect Intelligent Cloud depend on the transmission intervals and their exceptions of the Globehopper as defined in Section 3 of this Service Specifications. The individual sensors perform the following functionalities:

- The inductive sensor measures whether the kingpin of a trailer is inside or outside of the hitch funnel. The transmission of data to the Globehopper is performed every 60 minutes or upon change.

- The reed sensor measures whether the hitch lock is open or closed. The transmission of data to the Globehopper is performed every 60 minutes or upon change.

- The ultrasonic sensor measures whether the wheel of a trailer is present in the pocket or not. The transmission of data to the Globehopper is performed for every measurement, nominally every 20 minutes.

5.2   Certifications

The Kingpin carries the certifications set forth in the Data Sheet Kingpin.

5.3   Pairing and Mounting

Upon pairing of the Kingpin to the Globehopper the individual sensors start reporting their sensor values to the Globehopper in their defined sending interval. For the storage of measurement data and upload to the Nexxiot Connect Intelligent Cloud, an active connection of each Kingpin to a Globehopper must be established. If no connection is possible due to radio interference or if the Kingpin is out of range, the functionality of the Kingpin can be impaired. Mounting shall be done according to the user manuals provided for the Kingpin. Failure to do so leads to inferior performance of the device affected, and measurements are not correct.

6   Hardware & Firmware Capabilities Loadtracker

6.1   Functionality

The Loadtracker EX / ASL.1A ("Loadtracker") is an intelligent sensor device for load status measuring of mobile installations. The device is equipped with a battery. The device is particularly suitable for load status measuring of railway vehicles. It measures the distance to a reflective surface using ultrasonic pulses. It performs a distance and temperature measurement every 15 minutes. The Loadtracker can store measurement data for 24 hours. An active connection to a Globehopper is necessary to store data for a longer period of time and upload it to the Nexxiot Connect Intelligent Cloud. The transmission of data to and availability on the

Nexxiot Connect Intelligent Cloud depend on the transmission intervals of the Globehopper as defined in Section 3 of this Service Specifications.

6.2   Certifications

The Loadtracker carries the certifications set forth in the Data Sheet Loadtracker.

6.3   Pairing and Mounting

Mounting shall be done according to the user manuals provided for the Loadtracker. Failure to do so leads to inferior performance of the device affected, and measurements are not correct. For the storage of measurement data and upload to the Nexxiot Connect Intelligent Cloud, an active connection of each Loadtracker to a Globehopper must be established. If no connection is possible due to radio interference or if the Loadtracker is out of range, the functionality of the Loadtracker can be impaired.

7   Hardware & Firmware Capabilities Temperature Monitor

7.1   Functionality

The temperature monitor 1.0 ("Temperature Monitor") is a battery powered digital thermometer for any Asset containing a tank, which provides reliable, economic and accurate temperature monitoring for a wide range of industrial applications in hazardous process areas, where potentially explosive atmospheres may be present. The Temperature Monitor has a temperature measurement range from -50°C to +150°C and a battery life of 6 years with no maintenance. The Temperature Monitor measures temperature every two minutes and sends it to the Globehopper. The Temperature Monitor can store measurement data for 12 hours in a black box mode. An active connection to a Globehopper is necessary to store data for longer and upload it to the Nexxiot Connect Intelligent Cloud. The transmission to and availability on the Nexxiot Connect Intelligent Cloud depends on the transmission intervals and exceptions of the Globehopper as defined in Section 3 of this Service Specifications.

7.2   Certifications

The Temperature Monitor carries the certifications set forth in the Data Sheet Temperature Monitor.

7.3   Pairing and Mounting

Mounting shall be done according to the user manuals provided for the Temperature Monitor. Failure to do so leads to inferior performance of the device. For the storage of measurement data and upload to the Nexxiot Connect Intelligent Cloud, an active connection of each Temperature Monitor to a Globehopper must be established. If no connection is possible due to radio interference or if the Temperature Monitor is out of range, the functionality of the Temperature Monitor can be impaired.

8   Zones

This list clarifies the countries included in the tariff zones as mentioned in the IoT-Subscription Agreement. This document only uses this information for pricing. Actual cellular coverage depends on third parties (roaming partners) and environmental factors, as explained in Sections 3.4 and 4.4 of this Service Specifications.

8.1   Zone A

Albania, Andorra, Argentina, Australia, Belgium, Belarus, Bosnia Herzegovina, Brazil, Bulgaria, Chile, China, Canada, Costa Rica, Columbia, Croatia, Denmark, Dominican Republic, Ecuador, Germany, Estonia, Faroe Isles, Finland, France, Gibraltar, Greece, Great Britain, Guatemala, Guernsey, Hong Kong, India (Provider Vodafone, IDEA, Bharti, Aircel), Indonesia, Ireland, Iceland, Isle of Man, Italy, Japan, Jersey, Kosovo, Latvia, Lithuania, Luxemburg, Macedonia, Morocco, Montenegro, Malaysia, Malta, Mexico, Monaco, Netherlands, New Zealand, Norway, Austria, Peru, Philippines, Poland, Portugal, Romania, Russia (Provider MTS, Vimpelcom, Megafon), San Marino, Serbia, South Korea, Sweden, Switzerland, Singapore, Slovakia, Slovenia, Spain, Taiwan, Thailand, Turkey, Czech Republic, Hungary, USA, Vatican City, Vietnam, Ukraine, Cyprus.

8.2   Zone B

Egypt, Armenia, Azerbaijan, Bahrain, Bolivia, Ivory Coast, El Salvador, French Antilles, French-Guyana, Georgia, Ghana, Guyana, Haiti, Honduras, Israel, Jamaica, Cambodia, Cameroon, Kazakhstan, Qatar, Kenya, Kyrgyzstan, Cuba, Kuwait, Macao, Maldives, Mauritius, Moldova, Nicaragua, Nigeria, Panama, Papua New Guinea, Paraguay, Reunion Island, Puerto Rico, Saudi-Arabia, Senegal, Sri Lanka, South Africa, Suriname, Swaziland, Tajikistan, Trinidad and Tobago, Tunisia, Uruguay, Uzbekistan, Venezuela, United Arab Emirates.

8.3   Zone C

All other countries, not listed in the Sections 8.1 and 8.2 of this Service Specifications are considered to be in Zone C.

1 Parties to the agreement

The Controller: Client

The Processor: Nexxiot AG, Hardstrasse 201, 8005 Zürich

2 Scope and roles

2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by the Processor on behalf of the Controller.

2.2 For purposes of this agreement, The Controller and Nexxiot AG agree that Client is the Controller of the Personal Data and Nexxiot AG is the Processor of such data. In the case where Client acts as a Processor of Personal Data on behalf of a third party, Nexxiot AG shall be deemed to be a Sub-Processor.

2.3 These Terms do not apply where Nexxiot AG is a Controller of Personal Data.

3 Definitions

3.1 For the purposes of this Agreement, the following definitions shall apply:

TERM	DEFINITION
Agreement	This data processing agreement
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
Personal data	Data meeting the definition of "personal data" as defined in Article 4 of the GDPR, that is provided by Client to Nexxiot AG in order to perform the processing as defined in Schedule 1 of this Agreement.
Sub-processor	A natural or legal person, public authority, agency or body other than the data subject, Controller and Processor who, under the direct authority of the Processor, are authorised to process Personal Data for which Client is the Controller.

Terms used but not defined in this Agreement (e.g., "processing", "controller", "processor", "data subject") shall have the same meaning as in Article 4 of the GDPR.

4 The processing

The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of data subjects shall be as defined in Schedule 1 of this Agreement.

5 Obligations and rights of the controller

5.1 Considering the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organizational measures to ensure and to be able to demonstrate that Processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.

5.2 Where proportionate in relation to Processing activities, the measures referred to in paragraph 5.1 shall include the implementation of appropriate data protection policies by the Controller.

5.3 The Controller shall implement appropriate technical and organizational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. Such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

6 Obligations of the processor

6.1 The Processor shall:

6.1.1 Process the Personal Data only on documented instructions from the Controller, which are set out in the Contractual Documents;

6.1.2 Ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

6.1.3 Take all measures required pursuant to Article 32 of the GDPR, namely to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk to the rights and freedoms of natural persons including, as a minimum, the measures according to the data protection and data security concept of Nexxiot provided as part of Documentation;

6.1.4 Respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor, namely the Processor is given general authorization to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Controller, provided that the Processor notifies the Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Controller wishes to object to the relevant Sub- Processor, the ata Controller shall give notice hereof in writing within ten (10) business days from receiving the notification from the Processor. Absence of any objections from the Controller shall be deemed consent to the relevant Sub-Processor. Those Sub-Processors that are authorized by the Controller at the date of this agreement are listed in Schedule 2. In cases where another Processor is engaged, the Sub-Processor must be subject to the same contractual terms as described in this Agreement;

6.1.5 Assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

6.1.6 Assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;

6.1.7 At the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data;

6.1.8 Make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;

7 Duration

7.1 This Agreement shall continue in effect for so long as the Processor is processing Personal Data on behalf of the Controller.

Schedule 1: Description of the Processing

NATURE AND PURPOSE OF THE PROCESSING	**Technical Data** This data is solely used for enabling the access and use of the Platform and for the assessment and improvement of Nexxiot's offer without allowing a direct conclusion on the person of the end-user. This data is not matched to other sets of data provided by Controller or end-user. The processing of this data is necessary for fulfilling Nexxiot's contractual obligations towards the Controller as well as for the protection of Nexxiot's justified interest in the provision of our services and improvement of the Platform This data is deleted by us as soon as it is not required for these purposes anymore. **Account Data** This data is solely processed for the purpose of providing the Account and enabling the end-user to use the Platform and is thus necessary for the execution of the IoT-Subscription Agreement or for protecting Nexxiot's justified interests in providing the Platform to the end-users. The Account data of the end-user is deleted as soon as the Account of the end-user is terminated or the end-user corrects or changes the relevant data. **Contract Data** Nexxiot uses this data solely for the fulfilment of the IoT-Subscription Agreement. This contract-related data will be stored by Nexxiot even after the respective activity has ended. This information only be deleted after the termination of the respective Account or the expiration of statutory retention periods (whichever is later). This data may potentially be used in anonymized or aggregated format in order to better understand the use of the Platform and to improve the Platform.
TYPE OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS	**Technical Data** Error-free operation and provision of the Platform requires capture of certain technical information, which is automatically transferred from the computer or device of the end-user. In this context Nexxiot stores in particular access data like the IP Address, browser type and version, name of the operating system, name of the internet access provider of the end-user, the referring page from which the Platform is visited or the name of the requested files as well as data and time of the access. **Account Data** The use of the Platform is only possible via a personalized account of the end-user ("Account") which is set up by Nexxiot after finalizing the registration process. In this process the name, email address of the end-user will be collected. After setting up the Account personal information of the end-user will be stored. This data comprises the name, business email address and phone number of the end-user and information concerning his or her employer as well as an individual end-user name and password. It is also possible to add further personal information to an Account, e.g. mobile phone number. The end-user provides such data voluntarily and in his or her own discretion and such data is not required for the use of the Platform. It may be necessary for Nexxiot's support or commercial team members to access the Account of a end-user for support purposes and validate the visible information in the Account. **Contract Data** For the use of the Platform it is required to log in with a personal Account. This requires provision of the end-user name and the personal password. The individual activities of the end-user on the Platform will be matched to the specific Account. The platform's user interface (UI) uses map tile services from different map tile providers. For displaying maps (e.g., satellite or road maps) on the Platform certain technical data (in particular IP addresses, browser and device type, operating system, referring web page, date and time of page visit) may be automatically transferred from the device of the end-user to the map tile provider respectively its content delivery network operator. The data may be transferred to servers located outside the European Economic Area. This transfer of data is required to provide the tools of the Platform to the end-user which are based on those map tile services and are thus to fulfill Nexxiot's contractual obligations. The above data will be stored on servers in Germany.

Schedule 2: Sub-processors

As at the date of this agreement, the following additional Sub-Processors have been notified by the Processor to the Controller with respect to the Processing:

Processor	Purpose
Amazon Web Services (AWS) Amazon Web Services EMEA SARL 38 avenue John F. Kennedy, L-1855 Luxembourg	Public Cloud Provider, infrastructure as a service provider for the operations of IT systems.
Amplitude Inc. 631 Howard St. Floor 5 San Francisco, CA 94105, US	Software failure and usage analytics.
Atlassian 341 George Street Sydney, Australia	Confluence (Wiki) and Jira (issue and ticket management).
MailerLite MailerLite, Inc. 548 Market St, PMB 98174, San Francisco California 94104-5401, US	Customer mailings and public relations.
Cockroach Labs 53 W 23rd Street 8th Floor New York, NY 10010, US	Database as a Service (DBaS) provider.
MapTiler AG Höfnerstrasse 98 6314 Unterägeri, Switzerland	Satellite map and tiles provider.
Maxar 1300 W 120th Avenue Westminster, CO 80234	Satellite map and tiles provider.