



Wirelane

WIRELANE

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

A. INTRODUCTORY REGULATIONS

1. SUBJECT MATTER OF THE GTC

- 1.1 These General Terms and Conditions apply to (i) the sale of WIRELANE charging stations with accessories, RFID cards and other products ("**products**"), (ii) the installation and commissioning of WIRELANE charging stations ("**installation services**"), (iii) the provision of software as a service ("**SaaS Services**"); and (iv) the provision of support and other service level performances for WIRELANE charging stations ("**support services**") by WIRELANE GmbH ("**WIRELANE**").
- 1.2 The GTC apply to the purchase of products and the commissioning of services by entrepreneurs. An entrepreneur is a natural or legal person or a partnership with legal capacity who, in commissioning WIRELANE, acts in the exercise of its commercial or self-employed professional activity. Legal entities under public law and special funds under public law shall also be deemed to be entrepreneurs within the meaning of the GTC.
- 1.3 Other regulations, in particular any GTC of the customer, shall not apply even if they have not been expressly rejected by WIRELANE or if WIRELANE accepts or performs a service without reservation in knowledge of them.

2. SUPPLEMENTS AND EXTENSIONS OF SERVICES

- 2.1 WIRELANE reserves the right to supplement or extend the services which are the subject matter of the GTC and to add new services and, in these cases, to supplement or extend the GTC and the service descriptions referenced in the GTC ("**service descriptions**") accordingly. Obligations for the customer shall only arise as a result of this if the customer concludes a contract with WIRELANE for supplemented or extended services.
- 2.2 WIRELANE will inform the customer of the additions or extensions in writing or text form at least four (4) weeks before they take effect.

B. GENERAL REGULATIONS

1. DEFINITIONS

"App" is the application made available by WIRELANE to end users of SaaS Services;

"Authorised users" are employees of the customer who are registered by the customer with WIRELANE for the use of the SaaS software;

"Back-end" or "back-end application" means the layer of the WIRELANE SaaS platform that connects to a charging point and through which communication between the back office and the charging point is established. The back-end application is to be licensed if the customer books support and other service level performances. As part of the support services, the back-end transmits the monitoring and diagnostic data from a charging point into the ticket system;



"Back office" or "Back office application" means the layer of the WIRELANE SaaS platform on which functions and SaaS services are located, which allow, for example, the definition and creation of tariffs, the management of organisations, charging points and end users, and the billing of SaaS software charging processes;

"Business days" are the days from Monday to and including Friday;

"Charging point" means the respective charging device via which electric vehicles can be charged. Every charging point communicates with the back end, which is used to import firmware updates for the charging point. The SaaS software must be licensed separately for each charging point. A charging point can have several sockets;

"Charging station" means the electric vehicle charging station manufactured by WIRELANE, which has one or more charging points;

"Configuration" means the parameters individually selectable by the customer and to be set by WIRELANE for a charging point;

"Contractual services" are the services which are provided by WIRELANE or third parties commissioned by WIRELANE on the basis of individual contracts entered into between WIRELANE and the customer;

"Cost estimates" are the cost calculations to be prepared by WIRELANE or a third party commissioned by WIRELANE in advance of contractual services on behalf of the customer;

"CPO" stands for "charge point operator". The CPO is the operator and, if applicable, also the owner of charging stations. The CPO may act as EMP himself or appoint one or more third parties;

"EMP" stands for electro-mobility provider. The EMP is a customer of the WIRELANE customer and provider of e-mobility, including SaaS services, which the EMP offers to its own end users;

"End users" are the end customers of the customer or their EMP who use the charging points to recharge their e-vehicles;

"GTC" means these General Terms and Conditions;

"Individual contract" is the contract to be concluded between WIRELANE and the customer for the provision of each of the services offered;

"Installation acceptance" means the acceptance by the customer of the installation and commissioning services;

"Installation services" shall mean the services described in more detail in part D in connection with the installation and commissioning of the products;

"Payment services" means the processing of payments offered by a PSP commissioned by WIRELANE in the context of the use of a charging point by an end user;

"Payment services framework contract" means the contract concluded on behalf and in the name of the customer but for the account of WIRELANE between WIRELANE and a payment service provider which governs the payment services.



"Payment service provider" means a PSP or a bank with which WIRELANE has concluded a payment services framework contract for the provision of payment services.

"Place of performance" is the place where installation, support and service level performances are provided;

"Planned downtimes" are SaaS software downtimes planned by WIRELANE due to support, development, change or update work;

"Planned downtime period" is the time period within which the services of the planned downtimes are provided;

"Products" means the products manufactured and distributed by WIRELANE and offered for sale to the customer;

"PSP" or "payment services provider" means an authorised payment service provider that provides the payment services;

"Reserved goods" means the products delivered by WIRELANE under reservation of title;

"SaaS" refers to WIRELANE's offer to use "software as a service" via the WIRELANE SaaS platform when operating the charging points;

"SaaS documentation" is the documentation of the SaaS services provided to the customer in electronic form;

"SaaS reduction" means the reduction of agreed monthly fees for SaaS services if the agreed availability of the services is not reached. One-time fees and transaction fees are excluded from the SaaS reduction;

"SaaS services" means the services described in more detail in part E that are offered to the customer for the products;

"SaaS service and operation levels" are the availabilities of the SaaS services defined in the SaaS service description;

"SaaS software" is the WIRELANE software that runs on the back-end of WIRELANE and includes SaaS services and charging point features;

"SEPA PDD" means the electronic SEPA paperless direct debit scheme by means of which payments can be collected from end-users for the use of a charging point;

"Service description" means the description of the service offer included in the individual contract;

"Socket" is a plug connection at a charging point via which an electric vehicle is charged;

"Support acceptance" means the acceptance by the customer of the support services provided;

"Support services" means the support and service level performances described in more detail in part F, which are offered to the customer for the products;



"Technical requirements" are the cabling and connections to be produced and provided by the customer for the respective contractual services as well as other software and hardware requirements to be met by the customer, as described in the order confirmation, the individual contract, the service description or other instructions provided by WIRELANE;

"WIRELANE SaaS platform" means the SaaS platform operated by WIRELANE on which the back office with the SaaS software and the back end are hosted;

"WIRELANE systems" means the SaaS services offered by WIRELANE, the back end, the back office and other software or hardware provided by WIRELANE in connection with the contractual services;

"working days" are the days from Monday to including Friday, excluding national holidays in Germany

2. INDIVIDUAL CONTRACTS

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

2.2 Offers made by WIRELANE are non-binding.

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

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

2.5 The content and scope of the agreed services shall be determined in the following order:

(i) the individual contract and its annexes;

(ii) the order confirmation;

(iii) the referenced service descriptions;

(iv) these GTC; and

(v) the applicable legal provisions.

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

3. COST ESTIMATES

3.1 If agreed in the order confirmation and in the individual contract, WIRELANE may charge a fee for cost estimates made in the context of the contractual services.



- 3.2 Cost estimates are not binding. They refer exclusively to the information available to WIRELANE at the time they were created. WIRELANE does not guarantee the accuracy of cost estimates.
- 3.3 If it becomes clear that a cost estimate is exceeded by 20% or more, WIRELANE will inform the customer immediately in writing or in text form.
- 3.4 The termination of the respective individual contract by the customer is only possible if a cost estimate is exceeded by more than 20%. Terminations must be in writing to be effective.

4. NATURE AND CHARACTERISTICS OF THE PRODUCT/SERVICES, GUARANTEES, CHANGES

- 4.1 All information and data relating to the contractual services, in particular a reference to technical standards (e.g. DIN standards) as well as images, drawings and technical information provided by WIRELANE in a public manner, in particular in advertising, brochures or other documents, are not part of the agreed characteristics, unless they are expressly agreed as statements on quality in the order confirmation or in the individual contract.
- 4.2 Guarantees are only binding for WIRELANE if they are expressly agreed as a guarantee in the individual contract and WIRELANE's obligations under the guarantee are defined in detail.
- 4.3 WIRELANE reserves the right to make changes and improvements to the contractual services in the event of changes in the services provided by producers, suppliers or subcontractors and if these changes lead to changes in the subject matter of the services which are not insignificant. In addition, WIRELANE reserves the right to make changes and improvements to the contractual services within the framework of further technical development or due to changed legal requirements, provided that they do not impair the usability of the products and services for the contractually intended purpose and that they are reasonable for the customer, taking into account the interests of both parties. WIRELANE will inform the customer of the change or improvement in writing or text form in advance.

5. PROVISION OF SERVICES

- 5.1 Performance periods and performance deadlines are non-binding, unless they are expressly described as binding in the order confirmation, individual contract or performance description. Two (2) weeks after the expiry of a non-binding performance period or a non-binding service date, the customer may send a written request WIRELANE to perform the service. After receipt of the written request, WIRELANE shall be in default unless WIRELANE is not at fault.
- 5.2 Partial services are permissible insofar as these are reasonable for the customer, in particular if the provision of the contractual services is otherwise ensured and the customer does not incur any significant additional work or costs as a result. Any partial performance permitted or approved in this sense may be invoiced separately.
- 5.3 The customer shall be in default of acceptance if they do not accept the offered product or the contractually provided service upon expiry of the binding performance period or on the agreed performance deadline. In the case of non-binding performance periods or performance deadlines, WIRELANE may notify the customer that the contractual service can now be provided; if the customer does not accept the contractual service within two (2) weeks of receipt of the notification of provision, they will be in default of acceptance. In the above cases, default of acceptance shall also occur if WIRELANE stores products at the request of the customer.





6. GENERAL (COOPERATION) OBLIGATIONS OF THE CUSTOMER, APPROVALS

- 6.1 The customer is obliged (i) to carry out at their own expense the cooperation acts necessary for the provision of the contractual services and (ii) on request, to provide WIRELANE without charge with the information and objects required by the customer for the provision of the contractual services; WIRELANE is entitled to use these for the purposes of the provision of the services.
- 6.2 Insofar as the customer does not provide the necessary cooperation or does not provide it in time, the performance periods shall be extended or the performance deadlines postponed by a corresponding period of time, plus an appropriate start-up period. If the delay on the part of the customer lasts for two weeks or more, WIRELANE may withdraw from the respective individual contract, without prejudice to its other rights.
- 6.3 The customer is obliged to comply with all legal and regulatory requirements applicable to them in connection with the contractual services. The customer must obtain all necessary approvals and submit all the necessary applications in connection with the installation and operation of the products in good time before performance of the service. WIRELANE is entitled to withhold contractual services from the customer if the customer is in breach of the above obligations.

7. PRICES AND FEES

- 7.1 The prices and fees agreed in the order confirmation and in the individual contract shall apply.
- 7.2 Any VAT that may be incurred will be charged separately at the statutory rate applicable at the time and is payable by the customer.

8. PAYMENTS, PAYMENT IN DEFAULT, DETERIORATION OF ASSETS

- 8.1 Invoices can be issued from the time of performance or default of acceptance, unless otherwise agreed between the parties. Unless otherwise agreed, invoices shall be paid within 21 days of the invoice date without deduction to the account indicated by WIRELANE. Payments must be made in Euro. Bank charges shall be borne by the customer.
- 8.2 If the payment deadline is exceeded, the customer is in default without further reminder. The receipt of the invoice amount in the account indicated by WIRELANE is decisive for the timeliness of payment.
- 8.3 In the event of payment in default, WIRELANE shall be entitled to charge interest on arrears at a rate of nine percentage points above the applicable base rate. The assertion of further damages remains unaffected.
- 8.4 If it becomes apparent that, due to the financial situation of the customer, the fulfilment of their (existing or future) payment obligations is endangered (in particular, but not only, if (i) the customer ceases making payments, (ii) insolvency proceedings are opened over the assets of the customer, an application for such proceedings is filed or the proceedings are not opened due to lack of assets, (iii) seizure or execution measures are taken against the customer; (iv) bill or cheque protests are raised; or (v) direct debits are returned, also in respect of and/or to third parties), WIRELANE is entitled, at its own discretion, to withhold the contractual performance until the agreed remuneration or fee has been paid in advance or until a reasonable security has been provided. This shall also apply if the customer is repeatedly in default of payment (at least in two (2)



consecutive calendar months or in three (3) calendar months within a period of twelve (12) months) and as a result there are reasonable doubts about the customer's solvency or creditworthiness.

C. SALES OF PRODUCTS

1. SCOPE OF PART C

This part C regulates exclusively the purchase of the products by the customer.

2. NATURE AND CHARACTERISTICS OF THE PRODUCTS

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

2.2 Some products, especially the charging stations, can be configured by the customer according to the parameters specified by WIRELANE. To the extent that the customer chooses a certain configuration, it results from order confirmation and individual contract.

3. TERMS OF DELIVERY

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

3.2 WIRELANE may, at the request of the customer and at WIRELANE's discretion, arrange the shipping of the goods on behalf of the customer. The dispatch shall be at the risk of the customer in this case as well. WIRELANE reserves the right to charge the customer for the shipping costs.

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

4. PRICES, PAYMENTS

4.1 The prices of the selected products are stated in the order confirmation and/or the individual contract.

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

4.3 The purchase price of a charging station is due upon delivery even if the customer orders further contractual services for these.

5. RESERVATION OF TITLE

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



- 5.2 Any processing or alteration of the reserved goods by the customer is carried out on behalf of WIRELANE. If this takes place with third-party items which do not belong to WIRELANE, or if the reserved goods are inseparably combined with such foreign objects, WIRELANE shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the third-party items; the same shall apply to the new object as to the reserved goods. If a connection is made in such a way that the customer's item is to be regarded as the main item, the customer will transfer co-ownership to WIRELANE on a pro rata basis.
- 5.3 The customer is prohibited from selling, pledging or assigning the reserved goods as security before acquiring ownership of the reserved goods. The customer is obliged, in the event of compulsory seizure and other impairments of the owner's interests, to inform the relevant party of WIRELANE's ownership of the reserved goods and to inform WIRELANE of this immediately in writing.
- 5.4 In cases of part B, clause 8.4, WIRELANE shall be entitled, after the unsuccessful expiry of a grace period of two (2) weeks, to take back the reserved goods, excluding any rights of retention of the customer, and to enter the business premises of the customer during normal business hours for this purpose; in the cases of part C, clause 5.2, WIRELANE shall be entitled to take back goods in proportion to its co-ownership shares.

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

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

6. NOTIFICATION OF DEFECTS

- 6.1 The rights of the customer in respect of defects are subject that the customer fulfils their obligations resulting from section 377 of the German Commercial Code (HGB) and properly notifies WIRELANE of any defects discovered. Acceptance of the products may not be refused due to insignificant defects.
- 6.2 Any complaints must be made to WIRELANE in writing or in text form, stating the defect. If the products are delivered directly from a supplier of WIRELANE to the customer, any complaints by the customer must be addressed to both WIRELANE and the supplier.
- 6.3 Complaints due to incomplete delivery and other, obvious defects must be submitted to WIRELANE without delay, but at the latest within seven (7) days after delivery or within 24 hours after installation and commissioning. Other defects must be reported immediately, but at the latest within seven (7) days of their discovery.
- 6.4 The above provisions shall also apply if the customer orders other contractual services for the products.



7. WARRANTY AND LIABILITY

- 7.1 Defective products must be made available to WIRELANE for inspection upon request. Section 439 (2) of the German Civil Code (BGB) remains unaffected by this.
- 7.2 WIRELANE shall provide subsequent performance for defective products, at its own discretion, either by remedying the defect (rectification) or by delivering a defect-free item (subsequent delivery).
- 7.3 If a product infringes a patent, copyright or other industrial property right of a third party, WIRELANE may, at its discretion, modify or exchange the product in such a way that the rights of third parties are no longer infringed, but the product continues to fulfil the contractually agreed functions, or obtain the right of use or ownership owed to the customer by concluding a licence agreement.

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

- 7.4 The period of limitation for defect rights is one (1) year from delivery. However, this limitation shall not apply if (i) a defect has been maliciously concealed; or (ii) a guarantee has been given for the quality of a product (in this respect, the claims arising from a given guarantee shall apply). In the case of claims for damages, this limitation shall furthermore not apply in the following cases: (i) liability under the Product Liability Act, (ii) injury to life, body or health, (iii) in the event of intent; and (iv) gross negligence on the part of management bodies or executives of WIRELANE.
- 7.5 Apart from that, the customer's warranty and liability claims shall be governed by the provisions in part G, clause 1.

D. INSTALLATION SERVICES

1. SCOPE OF PART D

This part D exclusively regulates the provision of installation and commissioning services at charging stations by WIRELANE or a third party commissioned by WIRELANE.

2. SERVICE DESCRIPTION

- 2.1 The installation services may include connecting the charging stations with the power cable at the agreed installation site, commissioning the charging stations and testing the hardware available at the installation site for the operation of the charging stations.
- 2.2 The scope of the installation services is defined in the order confirmation, the individual contract and the service description for the installation services referenced in the individual contract, if applicable.
- 2.3 Agreed performance deadlines for the installation services are binding.



3. INSTALLATION ACCEPTANCE

- 3.1 Unless otherwise agreed, a formal installation acceptance has to be carried out by the customer. This is done by signing an acceptance report by the customer on the one hand and by WIRELANE or the installer providing the installation services on the other.
- 3.2 The customer may not refuse acceptance of the installation due to minor defects. An insignificant defect in the sense of this regulation is a defect which does not restrict the use of the charging station for its intended purpose and which does not give rise to any fear of consequential damage to devices and equipment connected to the charging station.
- 3.3 If the charging station is sold by WIRELANE to the customer, part C, clauses 3.1 and 5 apply to the transfer of risk and ownership of the charging stations.

4. PAYMENTS

The full remuneration for the installation services shall be due at the latest upon installation acceptance, unless an earlier date has been agreed in the order confirmation or in the individual contract. WIRELANE may request partial payments according to the progress of the work.

5. SPECIFIC DUTIES OF COOPERATION OF THE CUSTOMER

- 5.1 The customer is obliged to provide WIRELANE with the exact data of the place of performance before the installation services are provided, if necessary by adding appropriate plans.
- 5.2 The customer is obliged to ensure compliance with the technical requirements at their own expense. Any interfaces/connections to be provided by the customer will be specified in the order confirmation, the individual contract or the installation service description.
- 5.3 The customer is obliged to confirm in writing to WIRELANE before commencing the installation services, if necessary using a form provided to the customer by WIRELANE, that (i) the technical requirements have been properly met, their unrestricted functioning has been tested and that they are suitable for the installation and operation of the charging stations; (ii) the place of performance is suitable for the number of charging stations envisaged, in particular, that it can support the envisaged number of charging stations; and (iii) the customer's internet connection has the capacity necessary to use the services booked.
- 5.4 The customer is obliged (i) to provide WIRELANE with access to the place of performance required for the provision of the installation services; (ii) to establish road safety at the place of performance with regard to the installation services (including any necessary construction site safety measures); (iii) to coordinate the provision of the installation services with other trades at the place of performance; and (iv) to provide the cooperation services provided for in the installation service description at the agreed times at their own expense. Further information can be found in the order confirmation, the individual contract or the installation service description.
- 5.5 Unless otherwise agreed, the customer is responsible for the proper disposal of residual materials and waste in connection with the installation services.



6. WARRANTY CLAIMS, LIABILITY

- 6.1 If installation services ordered are carried out in a defective manner, WIRELANE will provide subsequent performance by providing the installation services free of defects.
- 6.2 Rights arising from defects shall lapse one (1) year from installation acceptance. This limitation shall not apply if (i) a defect has been maliciously concealed; or (ii) a guarantee has been given for the quality of an installation service (in which case the claims arising from the guarantee shall apply). In the case of claims for damages, this limitation shall furthermore not apply in the following cases: (i) injury to life, body or health, (ii) intent and (iii) gross negligence on the part of WIRELANE's management bodies or executives.
- 6.3 Apart from that, the customer's warranty and liability claims shall be governed by the provisions in part G, clause 1.

E. SAAS SERVICES

1. SCOPE OF PART E

This part E exclusively regulates the SaaS services.

2. SERVICE DESCRIPTION

- 2.1 SaaS services include the online provision of the SaaS software and the provision of related payment services.
- 2.2 The scope and content of the SaaS services are defined in part E, clauses 3 to 8, the provisions of the respective individual contract and the service description for the SaaS services.
- 2.3 The SaaS services are licensing and other services in the sense of sections 611 et seqq. of the German Civil Code (BGB).

3. SAAS SOFTWARE

- 3.1 WIRELANE makes the SaaS software available online to the customer on the WIRELANE SaaS platform. The SaaS software can be licensed as a back-office application, as a back-end application, or as a back-office application together with the back-end application. The scope of SaaS services licensed to the customer is specified in the respective individual contract.
- 3.2 The SaaS software may be hosted on a WIRELANE server, hosted on behalf of WIRELANE on third-party servers or offered as a cloud solution, at the choice of WIRELANE. No object code, source code or physical data carriers are made available to the customer, unless expressly agreed otherwise in the individual contract.
- 3.3 The version of the SaaS software licensed to the customer is specified in the order confirmation and/or the individual contract.
- 3.4 WIRELANE provides the customer with standard documentation for the SaaS software in electronic form, written in English.



4. REGISTRATION, CUSTOMER ACCOUNT

- 4.1 To use the SaaS software, the customer must register on the WIRELANE SaaS platform. To do so, the customer must correctly specify the data requested on the WIRELANE SaaS platform and create a password.
- 4.2 After successful registration, WIRELANE shall create an account for the customer.

5. USAGE OF THE SAAS SOFTWARE

- 5.1 The scope of use of the SaaS software is determined by the SaaS service description, the product description, the provisions of the individual contract, the orders placed by the customer for an EMP or CPO and the provisions of these GTC.
- 5.2 WIRELANE grants the customer a non-transferable, non-sublicensable and non-exclusive right, limited to the term of the respective individual contract and geographically restricted to the territory of the EEA, to access the SaaS software in accordance with the provisions of the respective individual contract and its appendices, these GTC, the SaaS documentation and the SaaS service description and to use it by means of remote access for the charging points defined in the individual SaaS contract.
- 5.3 The customer may register employees as authorised users who may access and use the SaaS software in accordance with these provisions, provided that the customer obligates the authorised users in writing to comply with the provisions applicable to the use of the SaaS services. No contractual relationship shall then be established between WIRELANE and the authorised users.
- 5.4 The customer is not entitled (i) to grant licences or sub-licences for the SaaS software, or to sell, rent, outsource or otherwise make it available to third parties, unless this is expressly permitted in the individual contract or in the GTC; and (ii) to translate, decompile, reverse engineer or otherwise modify, use or exploit the SaaS software.
- 5.5 The customer is liable for all acts and omissions of authorised users and third parties who access the SaaS software via their customer account, as for their own actions or omissions.

6. PAYMENT SERVICES, PAYMENT PROCESSING

- 6.1 WIRELANE provides the agreed payment services during the term of the individual contracts concluded for this purpose to the extent booked in each case.
- 6.2 Payment services are offered by WIRELANE in accordance with the following provisions:
 - (i) WIRELANE will calculate the payments due to the customer, the CPO and/or the EMP for the charging operations at the respective charging point. It shall correctly allocate the remuneration to be paid by the end user for the use of the service offerings to them.
 - (ii) A PSP appointed by WIRELANE will, on behalf of the customer, handle the billing and the forwarding of payments from end-users to the customer and/or CPOs or EMPs appointed by the customer. The services to be provided here can be described in more detail in the individual contract and the SaaS service description.



- (iii) The customer is to provide the PSP with a bank account to which payments made by the end users are to be made.
- (iv) WIRELANE shall provide the payment service provider with the information on the transactions carried out at a charging point necessary for the processing of the payment.
- (v) In order to engage the services of the payment service provider, the customer authorises WIRELANE to conclude a payment services framework contract for credit card acquiring services and/or a payment services framework contract for SEPA PDD with a legitimate payment service provider in their name but on WIRELANE's account. The payment services framework contract between the payment service provider and the customer shall be free of charge. WIRELANE shall bear the costs of the payment service provider's services resulting from the credit card transactions or SEPA direct debit transactions.
- (vi) Payments shall be settled directly between the payment service provider and the customer. The customer shall provide the cooperation required for the proper execution of the contract and the handling of payments in accordance with the statutory provisions, both to PSP and to WIRELANE. In particular, they will conclude appropriate acceptance agreements with the payment service provider for the processing of credit card and SEPA PDD payments. The agreements shall be made available to them by the payment service provider.

6.3 WIRELANE is expressly not liable for charging solutions used by the customer which have not been produced by WIRELANE fulfilling the requirements for connecting the hardware to the WIRELANE SaaS platform. The customer or the respective manufacturer of the charging solution is solely responsible for testing and, if necessary, adapting the hardware.

6.4 Insofar as WIRELANE provides services in connection with the integration of third party charging solutions to the back-end, the parties shall regulate the services to be mutually provided in a separate contract.

6.5 The app shall be a part of the SaaS services provided by WIRELANE. Details regarding and functions of the app can be found in the SaaS service description.

6.6 Note: Certain functionalities and SaaS services described in the SaaS service description or the SaaS documentation may not yet be available when the individual SaaS contract is concluded. The scope of services booked by the customer results from the order confirmation and the individual SaaS contract.

7. END USERS

7.1 In order to be able to use the functions of a charging point and the services offered via the app, end users must register on the WIRELANE SaaS platform. Access to the WIRELANE SaaS platform is usually made available to the end user via a link on the EMP website or via the app. In addition, the end user can book the SaaS services via a transmitted QR code or a cooperation partner approved by WIRELANE. The use of the charging point by the end user is governed by the EMP's terms of use applicable to the respective charging point.

7.2 Dealings of the customer with their contractual partners shall be in their own name, on their own account and under their own responsibility. They are not authorised to represent WIRELANE or to



make declarations on behalf of WIRELANE to end users. The customer is free to set prices vis-à-vis their contractual partners.

7.3 Payments by the end users shall be made in accordance with part E, clause 6 to the bank account designated by the customer.

8. AVAILABILITY, DOWNTIMES

8.1 The SaaS service and operation levels apply with monthly availability according to the provisions of the individual contract and the SaaS service description.

8.2 For planned downtimes, WIRELANE can use the planned downtime period provided for this purpose in the SaaS service description. WIRELANE will inform the customer of planned downtimes with reasonable advance notice in writing or in text form.

8.3 Unscheduled downtimes may occur in urgent cases (e.g. if the security of the SaaS services is at risk), in the event of system overloads and system failures or in the event of force majeure.

8.4 If WIRELANE fails to meet agreed SaaS service and operating levels in a given calendar month, the customer will be granted a **SaaS reduction** in accordance with the following provisions:

- (i) In case of a monthly availability between 97.0% and 99.5%: Reduction of the monthly fees for the respective calendar month by 10%;
- (ii) in case of a monthly availability from 90.0% to 96.9%: Reduction of the monthly fees for the respective calendar month by 25%;
- (iii) in case of a monthly availability of less than 90%: Reduction of the monthly fees for the respective calendar month by 100%.

Planned or unplanned downtimes are not counted towards availability.

8.5 Availability is calculated separately for each calendar month in view of the SaaS reduction. Any SaaS reduction only applies to the calendar month in question. The calculation starts anew for each subsequent calendar month (for example: If an availability of 95% is reached in a given calendar month and a corresponding SaaS reduction is granted for this calendar month, but the availability achieved in the following calendar month is above the monthly availability agreed in the individual contract, the increased availability in the following calendar month is offset accordingly).

8.6 The customer shall provide WIRELANE with a proper invoice for the SaaS reduction.

8.7 Within 30 days of receipt of the invoice from the customer, WIRELANE will, at its own discretion, either (i) deduct the SaaS reduction from the next invoice that WIRELANE sends to the customer; or (ii) pay an amount corresponding to the SaaS reduction to the customer; or (iii) grant the customer a credit note to that amount.

8.8 Insofar as not otherwise defined in part G, clause 1, the claims in accordance with part E, clauses 8.4 to 8.8, are the only claims of the customer insofar as SaaS services are not provided in accordance with the contract. All other claims and rights of the customer in the event of non-contractual provision of the SaaS services and non-compliance with the availability of SaaS services are excluded.





9. SPECIFIC DUTIES OF COOPERATION OF THE CUSTOMER

- 9.1 The customer must set up or provide all technical requirements and necessary hardware required for the use of the SaaS services at their own expense. In particular, the customer is obliged (i) to acquire all third-party software and related licences (including browser software and the licences required for this) necessary for using the SaaS services; and (ii) to establish the connection needed to the WIRELANE SaaS platform.
- 9.2 The customer is obliged to comply with the requirements defined by WIRELANE for the use of the SaaS services, in particular the applicable security guidelines and policies in accordance with the SaaS documentation and any other security guidelines and policies communicated to the customer by WIRELANE.
- 9.3 The customer is obliged to change their password at regular intervals. Disclosing this password to third parties is not permitted. If the Customer knows or suspects that a third party has obtained knowledge of his password, the Customer must inform WIRELANE immediately in writing or in text form and change his password. Reference is made to part E, clause 4.
- 9.4 The customer must ensure that their data and the software used by them are free of viruses, Trojan horses and similar content which could damage the WIRELANE systems. In particular, the customer must not (i) use or transmit malicious software; (ii) circumvent WIRELANE's security measures; (iii) access information which they are not authorised to access, in particular information of other customers of WIRELANE; (iv) violate copyrights, industrial property rights and trade and business secrets of WIRELANE or third parties; (v) send spam or other inappropriate content (e.g. insulting comments); and (vi) set deep links to the WIRELANE SaaS platform.
- 9.5 In so far as the customer discovers a defect in the SaaS services, they shall immediately report these to WIRELANE and support WIRELANE to a reasonable extent and free of charge in eliminating the defects. If, in the course of WIRELANE's examination of the defect reported by the customer, it is established that the defect did not occur within the area of responsibility of WIRELANE, WIRELANE shall be free to charge the customer for the costs of the examination of the defect at the then applicable rates. This does not apply if the customer was unable to recognise that the defect did not occur within the sphere of responsibility of WIRELANE, even when applying the reasonable and necessary care.
- 9.6 In the event of a violating of part E, clause 9, the customer shall bear all costs and expenses incurred by WIRELANE. In addition, the customer shall indemnify WIRELANE against all claims of third parties in this connection at first request.

10. TERM AND TERMINATION

- 10.1 Unless otherwise agreed in the order confirmation or the individual contract, the initial contract term for the use of SaaS services is 24 months from receipt of the order.
- 10.2 The initial contract term for the SaaS services is automatically extended by twelve (12) months in each case, unless the contract is terminated by one of the parties with six (6) months' notice to the end of the initial contract term or the respective extension period.
- 10.3 The right of both parties to terminate for good cause remains unaffected.



- 10.4 Good cause for termination by WIRELANE shall be deemed to exist in particular if the conditions of the provisions in part B, clause 8.4 are met.
- 10.5 Terminations must be in writing to be effective.
- 10.6 Upon termination of the contractual relationship, for whatever reason, the parties are obliged to duly wind up the contractual relationship. To this end, WIRELANE will in particular
- (i) return the customer's data stored in the context of the contract to the customer or transfer them to a third party designated by the customer at the customer's expense and in a form chosen by WIRELANE, and
 - (ii) erase the customer's data immediately after confirmation of the successful transfer and destroy all copies made thereof, to the extent that these are no longer required for the assertion of WIRELANE's own claims or due to statutory storage obligations.

F. SUPPORT AND SERVICE LEVEL PERFORMANCES

1. SCOPE OF PART F

This part F regulates exclusively the support and service level performances.

2. SERVICE DESCRIPTION FOR SUPPORT SERVICES

2.1 The scope of the support services is defined in the order confirmation, the individual contract concluded between WIRELANE and the customer and the appendices referred to. Level 1 support can also be provided by WIRELANE for charging points from other manufacturers. Precondition is that the customer licenses the back-end application from WIRELANE for these charging points. Level 2 support and standard services are only offered for WIRELANE charging points.

2.2 The service dates for the provision of support services at the place of performance shall be agreed between WIRELANE and the customer. They are binding.

3. SERVICE LEVEL PERFORMANCES

The service levels offered in each case are defined in the individual contract and its appendices.

4. EXCLUSION

No support and service level performances are offered (i) if a malfunction is caused by improper use of a charging point or by using the charging station contrary to the documentation; (ii) in the event of external or third-party damage to the charging point, in particular also in the event of vandalism; (iii) insofar as a malfunction is not due to causes for which WIRELANE is responsible, in particular, but not exclusively, malfunctions and defects caused during installation and commissioning, due to malfunctions in other technical equipment such as the power grid, the customer's electrical equipment, in the event of unauthorised modifications to the charging stations or charging points by third parties; and (iv) in the event of force majeure.



5. SUPPORT ACCEPTANCE

- 5.1 Insofar as support services are provided at a charging point, these are to be accepted by the customer without delay, at the latest, however, five (5) working days after receipt of a notice of completion, which can be given in text form. WIRELANE or the service partner commissioned by WIRELANE will provide the customer with an appropriately prepared report. If the customer does not reject services rendered within five (5) working days after receipt of the notification, stating the reason, the support service shall be deemed accepted. If the customer justifiably rejects the support acceptance, WIRELANE will arrange for the defect preventing acceptance to be remedied and subsequently request the customer to accept the support services. The above provisions shall apply accordingly. With signing of the acceptance report by the customer and WIRELANE or the service partner commissioned by WIRELANE with the provision of services, the respective services are completed.
- 5.2 The customer may not refuse acceptance support due to minor defects. A defect is deemed to be a minor defect in the sense of this contract if the defect does not restrict the use of the product and booked services for the intended use and there is no reason to fear defects in equipment connected with the product.

6. SPECIFIC DUTIES OF COOPERATION OF THE CUSTOMER

- 6.1 The customer is obliged to meet the technical requirements for the provision of the support services at their own expense. The interfaces/connections to be provided by the customer at their own expense are set out in the support and service level performance description.
- 6.2 The customer is obliged (i) to provide WIRELANE with access to the place of performance within the agreed performance times; (ii) to establish road safety at the place of performance with regard to the support services (including any necessary construction site safety measures); (iii) to coordinate the provision of the support services within agreed performance times with other trades at the place of performance; and (iv) to provide the cooperation services provided for in the service description for support and service level performances free of charge on the agreed performance dates. Further information can be found in the support and service level performance description or in the individual contract.
- 6.3 The customer is responsible for the proper disposal of residual materials and waste in connection with the support services.

7. CONTINUED VALIDITY OF THE DEFECT RIGHTS

- 7.1 In so far as the customer does not allow WIRELANE to provide the scheduled support services specified by WIRELANE and this results in damage to the products, the warranty for the product shall be void. The same applies if support services are provided by unauthorised third parties and this results in damage to the products.
- 7.2 Customer's rights regarding defects in products and installation services remain unaffected by the support and service level performances.



8. PAYMENTS

- 8.1 Fees for support and service level performances, which are billed monthly, are payable at the beginning of each calendar month until the 3rd working day of the month for services rendered in the previous calendar month.
- 8.2 Fees for support and service level performances, which are calculated annually, are payable at the beginning of each year until the 3rd working day.
- 8.2 The remuneration for support services provided on site is due at the latest upon acceptance of the support services provided. Advance payments for partial services rendered can be claimed by WIRELANE.

9. TERM AND TERMINATION

- 9.1 Unless otherwise agreed in the order confirmation or the individual contract, the initial contract period for support and SLA services is 24 months from order confirmation or from the commencement of services.
- 9.2 The term is calculated separately for each charging point.
- 9.3 If the parties agree on an initial term for the support and SLA services in the individual contract, the initial term shall be automatically extended by twelve (12) months in each case unless the individual contract is terminated by either party with six (6) months' notice to the end of the initial term or the respective extension period.
- 9.4 The right of both parties to terminate for good cause remains unaffected.
- 9.5 Good cause for termination by WIRELANE shall be deemed to exist in particular if the conditions of the provision in accordance with part B, clause 8.4 are met.
- 9.6 Terminations must be in writing to be effective.

G. CONCLUDING REGULATIONS

1. LIABILITY

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

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

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



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

In case of the sale of products, the period of limitation for claims for damages due to defects shall be governed by part C, clause 7.4. In the case of installation services, the period of limitation for claims for damages due to defects shall be governed by part D, clause 6.2.

- 1.4 To the extent that WIRELANE is liable pursuant to this part G, clause 1, the liability of WIRELANE shall be limited to (i) in case of the provision of installation services, twice the fee for the relevant installation service in connection with which the damage occurred; (ii) in case of support and service level performances, to the fee paid by the customer for the support and service level performances in the twelve (12) months preceding the damaging event; and (iii) in the case of SaaS services, to the fee that the customer paid for the SaaS services in the twelve (12) months preceding the damaging event; however, in the cases of (ii) - (iii), up to a maximum of EUR 5,000.00 per damage event.
- 1.5 The above limitations of liability shall apply to all claims for damages irrespective of the legal grounds, with the exception of claims for damages by the customer (i) due to intent, (ii) under the German Product Liability Act, (iii) due to maliciously concealed defects, (iv) due to defects in respect of which a guarantee of quality has been given (the liability provisions and limitation period resulting from the guarantee or shall apply), (v) for injury to life, body or health or (vi) for gross negligence on the part of management bodies or executives of WIRELANE.
- 1.6 WIRELANE shall only be liable for the loss of data (i) within the scope of the above limitations of liability and (ii) if and to the extent that this loss could not have been avoided by appropriate data backup measures taken by the customer.
- 1.7 The above limitations of liability also apply to claims for damages by the customer against the management bodies, executives, employees or vicarious agents of WIRELANE.
- 1.8 Insofar as WIRELANE offers subsequent performance, this does not constitute an acknowledgement of a legal obligation to do so.
- 1.9 In the event of rectification of defects, the original limitation period relating to the product or service shall continue to run. The same applies in the event of delivery of a replacement product.
- 1.10 If the rectification finally fails, the customer may withdraw from the respective individual contract. The right to reduce the agreed performance is expressly excluded.
- 1.11 In so far as WIRELANE establishes in the course of the rectification of defects that there was in fact no defect in the product or the agreed service, the customer shall pay the reasonable and usual costs of the services provided by WIRELANE. This shall also apply if WIRELANE grants subsequent performance without the conditions for this having been met.
- 1.12 The provisions in part G, clause 1.1 and 1.10, sentence 2 and part C, clause 7.4 shall not apply where the last contract in the supply chain is a contract with a consumer as defined in section 13 of the German Civil Code (BGB). In this case, the statutory provisions shall apply.



2. FORCE MAJEURE

- 2.1 The parties shall not be liable for and shall not be obliged to provide compensation for any damage suffered by the respective other party as a result of the occurrence of an event of force majeure.
- 2.2 A force majeure event is an act, event or circumstance, or a combination of acts, events or circumstances, that meets the following cumulative conditions:
- (i) the event is beyond the control of the parties
 - (ii) it could not have been avoided or remedied by the party concerned acting in a reasonable and prudent manner (including by taking reasonable precautions); and
 - (iii) it has the effect of preventing or delaying performance of the obligations of the affected party under the present contract.
- 2.3 Without limiting the generality of the foregoing, a force majeure event may include one or more of the following events, occurrences or circumstances, or a combination thereof, but only to the extent that it meets the conditions set out in clause 18.2:
- (i) a natural phenomenon, including drought, fire, earthquake, landslide, flood, storm, hurricane, lightning, tornado or other natural disaster;
 - (ii) an epidemic or plague;
 - (iii) a strike in an establishment relating to the services and products covered by the contract;
 - (iv) fire, explosion or radioactive or chemical contamination;
 - (v) a plane crash, shipwreck or train wreck
- 2.4 The following events do not constitute a case of force majeure, unless and to the extent that they are directly attributable to an event of force majeure
- (i) late delivery or interruption in the supply of machinery, equipment, materials or consumables
 - (ii) any delay in performance by a party caused by the failure of the party (or its subcontractors) to use sufficiently qualified subcontractors or workers or an adequate number of workers to carry out the relevant tasks;
 - (iii) wear and tear or accidental defects in products, materials or equipment or breakdown or failure of equipment or machinery.
- 2.5 The occurrence of a force majeure event shall result in the suspension of the performance of the obligations of the party affected by a force majeure event, without that party being liable for the failure to perform or defective performance of its obligations due to the event for the entire duration of the force majeure event.



- 2.6 Each party undertakes to notify the respective other party without delay by registered letter/return receipt of the occurrence of a force majeure event in accordance with the provisions of clause 24.
- 2.7 If a force majeure event lasts for more than two (2) consecutive months, the parties shall agree on the further course regarding performance of an order or the contract as a whole. If they are unable to reach an agreement, either of the parties may terminate the current order or, if continuation of the contract as a whole is deemed no longer feasible, the cancel the entire contract on an extraordinary basis.

3. PROPERTY RIGHTS

- 3.1 WIRELANE shall remain the owner of all patents, copyrights and other industrial property rights in connection with the contractual services, in particular all patents, copyrights and other industrial property rights to the SaaS software and the WIRELANE systems.
- 3.2 The customer shall immediately notify WIRELANE in writing if any claims are made against them due to the infringement of the industrial property rights referred to in part G, clause 3.1.

4. CONFIDENTIALITY

- 4.1 The parties are obliged to treat confidential any and all information they become aware of during the execution of this contract, as well as any knowledge they acquire in the course of the cooperation on matters - e.g. of a technical, business or organisational nature - of the other party and its customers or other partners. Neither during the term nor after termination of this contract may knowledge that has become known be exploited, used or made available to third parties without the prior written consent of the party concerned. The use of information which has become known is limited to the use that is absolutely necessary for the execution of this contract.
- 4.2 The parties shall apply the same level of care with regard to the protection of the know-how of the other party as they apply to the protection of their own confidential information, but in any case at least the care of a prudent businessperson.
- 4.3 This confidentiality obligation covers all know-how, including all documents, materials, drawings, data and articles which the parties have already made available and/or will make available to each other.
- 4.4 The receiving party is not entitled to use the know-how for its own purposes or for the purposes of third parties. Likewise, the receiving party is prohibited from applying for industrial property rights for the know-how or parts thereof.
- 4.5 The foregoing obligations shall apply for a period of five (5) years from receipt of the respective information.
- 4.6 Once the receiving party no longer requires the confidential information, it and all copies thereof shall be returned to the other party or deleted.
- 4.7 This confidentiality obligation does not cover (i) know-how which has been and/or will be independently developed by the receiving party; (ii) know-how which is provided to the receiving party by a third party without breach of a confidentiality agreement; (iii) know-how which is publicly



known at the time of disclosure, or (iv) which subsequently becomes known to the public without restriction, or (v) if disclosure is ordered by a final decision of a competent authority or a final judgement of a competent court. The party concerned shall inform the other party of any administrative or judicial order as soon as it becomes aware that such an order may be issued and of the proceedings in question. Upon request, the party obliged to disclose shall grant the other party any authorisation to initiate proceedings which the other party deems appropriate to protect its confidentiality interests.

The party invoking the existence of one of the above exceptions shall bear the burden of proof of the existence of the exception in question.

5. GENERAL DATA PROTECTION REGULATIONS

- 5.1 The parties assure that their respective companies comply with the currently applicable data protection legislation and that they fulfil the legal requirements for processing personal data at all times. This includes in particular, without limitation, that the parties (i) maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss or destruction; (ii) comply with their obligations to provide all the information required by law to the owner of personal data at all times as well as with the right of access of data subject; (iii) have erasure concepts in place that comply with legal requirements; and (iv) only transfer personal data to third countries outside the European Union or the European Economic Area, if the transmission of the data is permitted by the European Commission in accordance with Art. 45 of the GDPR, appropriate protective measures in the sense of Art. 46 of the GDPR are in place, or one of the exceptional circumstances defined in Art. 49 of the GDPR applies.
- 5.2 The parties affirm that personal data collected in the course of the performance of this contract will be processed in accordance with applicable statutory provisions at all times and, in particular, that the customer is, where necessary, in possession of corresponding declarations of consent from their business partners and their own customers for data processing and transfer of the data to third parties, in particular also to WIRELANE.
- 5.3 The parties undertake to inform each other immediately if they become aware of any violation of applicable data protection regulations in the context of the processing of personal data under this contract.
- 5.4 Where necessary in the context of cooperation, the parties undertake to conclude an agreement on the processing of personal data in accordance with the terms of the contract. WIRELANE will make use of third parties for the provision of services. Insofar as these third parties process personal data for which the customer is the data controller, WIRELANE will conclude agreements with the service partners on the processing of data in accordance with the provisions of the GDPR.
- 5.5 The parties will continuously and completely document the compliance with these provisions on data protection.



5.6 In the internal relationship, the party which is the controller for data processing or use is solely responsible for compensation for damages suffered by a data subject as a result of data processing or use which is inadmissible or incorrect according to the legal provisions of data protection. The parties shall indemnify each other, if one party proves that it is in no way responsible for the circumstance by which the damage occurred to the data subject.

6. SUBCONTRACTORS

WIRELANE is entitled to instruct sub-contractors at its own discretion to provide the services.

7. SET-OFF AND RIGHT OF RETENTION

Offsetting against or the exercise of a right of retention by the customer on the basis of disputed claims or claims which have not been legally established is excluded. The exercise of a right of retention by the customer is also excluded insofar as the asserted counterclaims are not based on the same contractual relationship.

8. ASSIGNMENT

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

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

9. AMENDMENTS, WRITTEN AND TEXT FORM

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

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

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

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

10. APPLICABLE LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

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



- 10.2 Exclusive place of jurisdiction for all disputes arising from or in connection with the GTC and individual contracts is the Regional Court Munich I. However, WIRELANE is also entitled to sue the customer at their registered office.
- 10.3 Should any provision of these GTC be or become invalid or unenforceable, or should the parties determine that there is a loophole in the GTC, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision, or the provision containing the loophole, shall be replaced by an appropriate provision, which, as far as legally possible, comes as close as possible to what the parties would have wanted if they had considered the point when concluding the contract or when subsequently adding a provision. For this purpose, the parties shall agree on a valid or practicable provision or a provision to fill the gap that comes closest in economic and legal terms to the meaning and purpose of the contract that the parties intended to achieve when they signed it.

As of 26 February 2020