KIS.ME
General Terms and Conditions

Version 8 - March 2024

These KIS.ME GTCs shall apply between **RAFI GmbH & Co. KG,** Ravensburger Str. 128 - 134, 88276 Berg/Ravensburg, Germany (hereinafter referred to as "**RAFI**" or "Party") and the company named in the order documents for KIS.ME-components and the associated services (hereinafter referred to as "Customer" or "Party")

- hereinafter jointly as "the Parties"

Preamble

RAFI GmbH & Co. KG focuses on the development, design, production and sales of high-performance solutions for almost every moment of human-machine communication - from simple buttons to highly complex touch systems.

The parties intend that RAFI will use a cloud solution to provide a digitization solution for retrofitting industrial equipment and components using, for example, buttons, signal lights, etc. (so-called KIS.ME components). Thus, it is possible to map and control workflows or logistical transport processes within a production plant. For this purpose, RAFI uses a cloud service for KIS.ME (hereinafter referred to as "KIS.MANAGER"). This combines the individual elements via a local communication controller with a central information portal. The main functions of this cloud service are operational data collection, appropriate condition monitoring and to enable remote access for defining and optimizing individual operating parameters.

§ 1 Scope

These KIS.ME General Terms and Conditions including its appendices are exclusively for Customers who are entrepreneurs within the meaning of § 14 German Civil Code. These do not apply to consumers and the products may not be used by them either. If the Customer is not an entrepreneur in the aforementioned sense, he may notify RAFI accordingly and possibly enter into separate contractual negotiations.
In the following, "contract" always refers to the applicable KIS.ME contract between the Customer and RAFI or the Customer and a RAFI sales partner, including these KIS.ME GTCs and their appendices.

§ 2 Subject of the Contract

(1) Among other things, RAFI provides SaaS services for the Customer via the internet.

(2) Subject of the contract is the

   (a) provision of the "KIS.MANAGER" software from RAFI for use via the internet and

   (b) the granting of storage space for the use of the software for the storage of company data in combination with the corresponding hardware of the Customer.

(3) RAFI is permitted to involve subcontractors in the provision of storage space. The use of subcontractors does not release RAFI from the sole obligation towards the Customer to completely fulfill the contract.

(4) With regard to any open-source software contained therein, the software license conditions of the respective manufacturer shall apply, which is stated in the relevant RAFI order documents or the documents referenced therein.

§ 3 KIS.MANAGER Software Usage

(1) For the duration of this contract, RAFI provides the KIS.MANAGER software to the Customer in the respective current version against payment (or free of charge in the "Trial" version) from the time of registration of the Customer in the system and registration of the respective hardware device via the internet. For this purpose, RAFI sets up the KIS.MANAGER software on a server which is accessible to the Customer via the internet. Before use, please refer to the corresponding Quick Start Guide and the manual. The Customer will find both linked in the respective order documents and additionally, the Quick Start Guide is attached to the hardware and the manual is available for reading online at www.kisme.com.

(2) With regard to the installation of the respective KIS.ME components, in particular concerning the digital inputs and outputs, only qualified personnel with electrical engineering knowledge and expertise in all areas relevant for use, such as plant and occupational safety, mechanical engineering, fire protection and the usual industrial guidelines for production may be deployed.

(3) The use for security relevant functions is excluded. The respective scope of functions of the KIS.MANAGER software results from the performance overview listed in the specific order documents and the corresponding order or the order by the Customer with the corresponding order confirmation including these KIS.ME GTCs together with appendices by RAFI or the respective sales partner. Different license scopes can be ordered. Further details on the different versions from which the Customer can choose from can be found in the corresponding order documents and in Section 3 of Annex 1 of these GTC. All the Customer's hardware devices are equally subject to the scope of the license purchased. An upgrade to the next more comprehensive version is possible at any time at the beginning of the following month by obtaining a new corresponding offer from RAFI with a corresponding order or by Customer order with corresponding order confirmation from RAFI; a downgrade to the previous more restricted version is possible in the same way, but only at the beginning of the following calendar year.

(4) RAFI shall remedy all software errors immediately in accordance with the technical possibilities. An error shall be deemed to exist if the KIS.MANAGER software does not fulfill the functions specified in the performance overview, delivers faulty results or otherwise does not function properly so that the use of the KIS.MANAGER software is impossible or limited.

(5) RAFI is continuously developing both the KIS.MANAGER software and the firmware and will improve them through ongoing updates and upgrades. The standard functions of the underlying cloud service will also be continuously developed. The minimum duration for providing updates and upgrade options is two (2) years from delivery of the hardware to the Customer. RAFI shall notify the Customer in good time (at least two (2) years in advance) if these updates will no longer be offered in the future. The aforementioned minimum duration as well as the notice period shall not apply in the event of termination for good cause pursuant to § 10 (2) of these KIS.ME GTCs.

§ 4 Rights of Use of the KIS.MANAGER Software

(1) RAFI grants the Customer the non-exclusive and non-transferable right to use the KIS.MANAGER software for the duration of the contract in accordance with the intended purpose.

(2) The Customer may only edit the KIS.MANAGER software as far as this is covered by the intended use of the KIS.MANAGER software according to the respective current service overview (e.g. parameterization, creating users, etc.).

(3) The Customer may only reproduce the KIS.MANAGER software to the extent that this is covered by the intended use of the software in accordance with the current performance overview in the RAFI order documents. Necessary duplication includes the loading of the KIS.MANAGER software into the main storage on the respectively provided server (if applicable named in the contract documents for third parties), but not the installation or the storage of the KIS.MANAGER software, even if temporary, on data carriers (such as hard drives or similar) of the hardware used by the Customer (possibly also via a subcontractor).

(4) Except for the cases mentioned in the last sentence of this paragraph, the Customer is not entitled to allow the use of the KIS.MANAGER software by a third party either with or without a fee. The Customer is thus expressly not permitted to sublet the KIS.MANAGER software. If third parties use the KIS.MANAGER software on behalf of the Customer, these third parties in turn shall be bound by the Customer in accordance with these GTCs and its appendices and any documents included in RAFI's order documents before new users are created for third parties. RAFI's KIS.ME sales partners are not third parties in the aforementioned sense.

§ 5 Granting of Server Storage Space

(1) RAFI provides the Customer with sufficient storage space on a server in order to store his data for the intended use of the respective hardware. The Customer can store his contents on this server in accordance with the technical specification set out in the relevant RAFI order documents.

(2) RAFI shall ensure that the stored data can be accessed via the internet.

(3) With the exception of the last sentence of § 3 (4), the Customer is not granted the right to allow the use of the storage space partially or completely by a third party either with or without a fee.

(4) The Customer undertakes not to store any content on the storage space whose provision, publication or use violates applicable laws or agreements with third parties.

(5) RAFI is obliged to take suitable precautions against data loss and to prevent unauthorized access to the Customer's data by third parties if and to the extent that this should be necessary.

(6) The Customer remains the sole owner of the data and can therefore demand the restitution or deletion of individual or all data at any time. If the Customer has entered into a contract with a RAFI distributor, RAFI shall not be held responsible with regard to the data exchanged and processed in this relationship.

(7) RAFI itself does not retain any data in this respect after termination of the contract, unless there are corresponding statutory, standard or official storage obligations. A further exception is data in backups before it becomes obsolete. During this transition phase, this data is stored at RAFI or the host as a copy that cannot be directly read and used.

(8) With regard to the Customer data, RAFI is neither entitled to a right of retention nor the statutory right of lien (§ 562 German Civil Code).

(9) If and to the extent that personal data of the Customer or employees of the Customer are stored on the defined storage space of the server, the "General Data Protection Regulations" as well as the "Supplementary Data Protection Regulations for KIS.MANAGER", which the respective user already had to take note of and agree to during the registration process, respectively in an initial e-mail sent to him.

§ 6 Cybersecurity

(1) The Parties shall ensure compliance with the statutory provisions on IT security by taking appropriate measures in their company. For the respective current basic IT protection, the competent authorities in the country of the respective operating site shall provide freely accessible recommendations. Deviations from these may only be made in justified exceptional cases.

(2) Each Party shall have an exceptional right of termination without notice with respect to all agreements potentially affected thereby if there are objective indications that the other Party has not implemented sufficient basic IT protection within the meaning of the preceding paragraph (1) in the business.

§ 7 Technical Support and Service

The scope of the technical support and, if applicable, services can be found in Appendix 1 "Overview of Services" and is specified in the respective order documents and the related correspondence. As a result of this process, both Parties will appoint contact persons who are responsible for technical matters and who may also be authorized to make decisions. On the Customer side this should be the person with the administrator function.

§ 8 Interruption/Impairment of Accessibility

Adjustments, changes, and additions to the contractual services as well as measures that serve to identify and rectify malfunctions will only lead to a temporary interruption or impairment of availability if this is absolutely necessary for technical reasons. Further details on availability and our related services according to the license level you have chosen can be found in Appendix 1 "Overview of Services", specified by the respective order documents and the related correspondence.

§ 9 Remuneration

(1) The Customer is obligated to pay the individually agreed monthly fees, plus statutory VAT, for the provision of the KIS.MANAGER software and the granting of storage space, as well as for any additional services booked, see Section 6 Annex 1 of these GTC, , for the registered number of hardware devices and in accordance with the selected license version on the payment date specified in the invoice issued in January. Remuneration does not apply to the "Trial" version. If the contract is concluded during the course of the year, the respective month in which the contract is concluded shall take the place of January for payment to the extent described in sentence 1 for the remaining calendar year. Both for hardware devices purchased by the Customer during the year and for upgrades to higher license versions during the year, the individually agreed monthly fees for all remaining months until the end of the year is due immediately. Unless otherwise agreed, the remuneration shall be based on the conditions specified in the order documents of RAFI.

(2) Objections to the invoicing of the services provided by RAFI must be raised in writing by the Customer within a period of eight (8) weeks after receipt of the invoice at the office stated on the invoice. Upon expiry of the aforementioned period, the invoice is deemed to be approved by the Customer. By sending the invoice, RAFI shall specifically draw the Customer's attention to the significance of his conduct. Should a defect occur in one of the hardware devices or a hardware device be lost, it can no longer be used and must be deleted from the web platform by the Customer accordingly.

(3) Should a defect occur in one of the hardware devices or if a hardware device gets lost, it can no longer be used and must be deleted from the web platform by the Customer accordingly or the Customer has to request the deletion at RAFI. Consequently, it no longer causes any costs in the coming calendar year's billing. However, the Customer will not be reimbursed for the current calendar year.

§ 10 Warranty/Liability for Defects

(1) RAFI guarantees the functional and operational readiness of KIS.MANAGER in accordance with the provisions of these KIS.ME GTCs together with the appendices. The condition of the KIS.MANAGER shall correspond, depending on the selected license level (see "Overview of Services", Appendix 1 Clause 3), to the extent indicated therein, to that of the "Trial" version.

(2) If a hardware device has to be replaced, for whatever reason, the Customer shall be entitled, after deleting the corresponding hardware device from the web platform, to register a replacement device in the system for further use of KIS.MANAGER instead of the previous

hardware device, without any additional remuneration as defined in § 8 for the replacement device.

(3) RAFI expressly points out that **in case of a downgrade** by the Customer from a license level specified in Appendix 1 Clause 3 "Overview of Services" to **one of the lower license levels**, **permanent loss in data and thus of performance might result**. This does not constitute a defect of the KIS.ME products and RAFI does not assume any liability in this case.

(4) In the event that RAFI services are used by unauthorized third parties using the Customer's access data, the Customer shall be liable for any resulting fees within the scope of civil law liability until receipt of the corresponding Customer request to change the access data or to report the loss or theft, provided that the Customer is at fault for the access of the unauthorized third party.

(5) RAFI is entitled to block the storage space immediately if there is reasonable suspicion that the stored data is illegal and/or infringes third-party rights. Reasonable suspicion of unlawfulness and/or infringement of rights exists, in particular if courts, authorities and/or other third parties inform RAFI thereof. RAFI must inform the Customer of the block and the reason for it without delay. The block shall be lifted as soon as the suspicion is invalidated.

(6) Claims for damages against RAFI are excluded irrespective of the legal grounds, unless RAFI, its legal representatives or vicarious agents have acted with intent or gross negligence. RAFI shall only be liable for slight negligence if one of the essential contractual obligations has been violated by RAFI, its legal representatives or executive employees or vicarious agents. RAFI shall only be liable for foreseeable damage, which typically has to be expected. Essential contractual obligations are those obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on whose fulfilment the Customer may rely.

(7) RAFI is fully liable for intentionally or negligently caused damage from injuries to life, body, or health by RAFI, its legal representatives or vicarious agents.

(8) Provided that RAFI is liable for damages according to the aforementioned regulations - irrespective of the legal grounds - directly or indirectly in connection with the execution of this contract, liability shall be limited to an amount of EUR 500,000 per damaging event and to a maximum of EUR 1,000,000 per year. The liability of RAFI shall be limited to compensation for damages typical of the contract.

§ 11 Duration and Termination

(1) The contract comes into force upon signature by both Parties and is concluded - except for the "Trial" version - for an indefinite period with a minimum term until the end of the respective calendar year. If the contractual relationship is concluded in the second half of a year, the minimum term shall be extended until the end of the following calendar year. The contractual relationship can be terminated by the Customer after one (1) year, by RAFI after two (2) years at the earliest, in each case in writing with a notice period of three (3) months to the end of the year, whereby objective reasons must exist on the part of RAFI and RAFI will take into account the Customer's interests.

(2) The minimum term specified in para. 1 above shall not apply to any additional service contingents booked in accordance with Section 6.3 of Annex 1 to these GTC.

(3) The right of each Party to terminate the contract without notice for good cause remains unaffected. In particular, RAFI is entitled to terminate the contract without notice if the Customer fails to issue due payments despite written reminder and setting of an extension period or if he violates the contractual provisions regarding the use of the services. In any case, a termination without notice requires that the other Party has been warned in writing and requested to eliminate the alleged reason for termination without notice within a reasonable period of time.

§ 12 Data Protection/Confidentiality

(1) The Customer himself shall be responsible for the declarations of consent required by his employees, customers and his contractual partners in accordance with the provisions of the Federal Data Protection Act. The administrator of a customer is only entitled to enter an e-mail address along with other personal data in the corresponding mandatory field for the creation of an additional account if the person concerned has declared his/her consent to this in advance.

(2) RAFI undertakes to maintain strictest secrecy with regard to all confidential processes, in particular business or trade secrets of the Customer, which come to RAFIs knowledge in the course of the preparation, execution and fulfilment of this contract, and not to pass them on or exploit them in any other way. This applies to any unauthorized third parties, i.e. also to unauthorized employees of both RAFI and the Customer, unless the disclosure of information is necessary for the proper fulfilment of the contractual obligations of RAFI. In cases of doubt, RAFI shall obtain the Customer's consent before such disclosure.

(3) RAFI undertakes to agree a provision with the same content as para. 2 above with all its employees and subcontractors assigned to preparation, execution and performance of this contract.

(4) Each Party shall ensure that any information disclosed based on this Agreement cannot be used for reducing trade secrecy competition between the Parties. Insofar as the information in question could pose such a threat, the Parties will negotiate and enter into an industry standard Clean Team Agreement prior to disclosing such information in order to avoid a breach of any antitrust laws.

(5) The Customer shall treat any information or documents which come to his knowledge during RAFI's support or services, and which are marked as business or trade secrets or which are clearly recognizable as such due to other circumstances, as confidential during the term of the contract and after its termination and shall not disclose them to third parties. The confidentiality of the documents and information shall not or no longer apply if they are already in the public domain or are made public by RAFI.

§ 13 Final Provisions

(1) RAFI has the right to use subcontractors for the fulfilment of this contract.

(2) This contract shall be governed by the laws of the Federal Republic of Germany with the exception of the UN sales law (United Nations Convention on Contracts for the International Sale of Goods of 4/11/1980).

(3) The place of jurisdiction for disputes arising from or in connection with this contract is exclusively Ravensburg.

(4) The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. In this case, the parties undertake to agree on valid provisions that come as close as possible to the intended purpose of the invalid provisions. This also applies for the closing of any loopholes in this contract.

Incorporated documents in this version, as transmitted or accessed by you via our website at the time of entering into this Agreement, are the following Appendices 1 and 2.

> Appendix 1: Overview of Services KIS.ME
>
> Appendix 2: Terms of Use KIS.ME

Appendix 1
Overview of Services KIS.ME

This service overview describes the basics of the KIS.ME product family. The commercial details result from the respective offer which RAFI submits to its Customers.

1.   General

KIS.ME is a cloud service consisting of KIS.MANAGER and various KIS.ME components. KIS.ME components are Wi-Fi-capable and can be managed and operated using the KIS.MANAGER. Parts of the cloud services of KIS.MANAGER can also be used without KIS.ME components. In principle, however, KIS.MANAGER and KIS.ME components are mutually dependent on each other.

2.   Registration KIS.MANAGER

The cloud service KIS.MANAGER is publicly accessible via the internet:

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https://kismanager.kisme.com

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The registration can be done independently by a company representative. When registering, a closed area for the company and a personalized access for the registrant is created at the same time, initially with the license level "Trial" (see chapter 3).

The following options are available after registration:

- Registration of already purchased KIS.ME components in KIS.MANAGER;

- Use of cloud services according to the license level (see Chapter 3);

- Creation or Deletion of additional employee accounts;

- Contact Support or RAFI Sales to obtain a quotation for changing the license level or to purchase (additional) KIS.ME components.

    Attention: In case of a downgrade from one of the license levels mentioned in clause 3 to one of the lower license levels, there is a possibility of a permanent loss of data and thus performance.

3.   License levels

The functional scope of KIS.MANAGER is based on license levels (see below, table 1). Upon registration the Customer receives the license level "Trial". This is free of charge for ninety

(90) days and serves to get to know the product. When purchasing the starter kit[1], this license is available free of charge for a period of six (6) months from the date of purchase. If the KIS.MANAGER is to be used beyond this period, it is necessary to contact RAFI in order to receive an offer for another license level. Regardless of the license level, an offer for the function "Rest-API" can be requested. This function allows the connection of the KIS.MANAGER with a third-party system.

Attention: When downgrading from a license level to one of the lower license levels, there is the possibility of a permanent loss of data and thus performance.

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[1] The starter kit consists of the following items: 1x KIS.BOX, 1x KIS. LIGHT, 2x USB cable, 1x power bank, quick start guide.

		License Levels			
		Trial (Duration 90 days) [2]	**S**	**M**	**L**
Functions	**Number of Devices**	**0 to 2**	**not limited**	**not limited**	**not limited**
	Number of Users	**not limited**	**not limited**	**not limited**	**not limited**
	Number of Workspaces[3]	**1**	**1**	**1**	**1**
	Rule Engine	**Extended**	**Standard**	**Extended**	**Extended**
	E-Mail Notification	**x**	**x**	**x**	**x**
	Dashboard	**x**		**x**	**x**
	Digital Twin	**x**		**x**	**x**
	Digital Shopfloor	**x**		**x**	**x**
	KPI Generator	**x**			**x**
	Data Export	**x**			**x**
	Update Over-the-Air	**x**	**x**	**x**	**x**
	Update Time	**x**		**x**	**x**
Support	**Service Hours**	**Business Hours as stated in 5.3, para. 7**	**Business Hours as stated in 5.3, para. 7**	**Business Hours as stated in 5.3, para. 7**	**Business Hours as stated in 5.3, para. 7**
	Support Medium	**E-Mail**	**E-Mail**	**E-Mail / Hotline**	**E-Mail / Hotline**
	Response Time	**12 h within the service time**	**12 h within the service time**	**8 h within the service time**	**6 h within the service time**
	Support Quota	**2 h per month**	**2 h per month**	**4 h per month**	**6 h per month**

Table 1: Scope of functions of the license levels

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[2] When purchasing a starter kit, the free trial license period is 6 months from the date of purchase.

[3] Additional workspaces can be booked on request.

4. Functional Description

(1) Digital Twin: Each KIS.ME component can be controlled and monitored as a digital twin in KIS.MANAGER.

(2) Digital Shop Floor: Digital twins of the KIS.ME components can be flexibly placed on SVG graphics, for example to get an overview of a production area. This function is referred to as digital shop floor.

(3) Workspaces are used to easily organize the KIS.ME components in KIS.MANAGER. Each workspace can stand for a completed application of the KIS.ME components in a company. Each workspace has its own dashboard and rule engine (see Section 4.6).

(4) KPI-Generator (KPI = Key-Performance-Indicator): The data exchange between KIS.MANAGER and KIS.ME components is used to calculate key performance indicators. Various charts are available to display these key figures.

(5) Rule Engine: Rules are created in the Rule Engine to define the interactions of KIS.ME components. Multiple triggers, conditions and actions can be defined in each rule.

(6) E-Mail-Notifications: The e-mail notification function allows you to create templates and to define the conditions for their dispatch. The addressee and shipping conditions are defined via the rule engine.

(7) Updates: Software / firmware updates for KIS.MANAGER and KIS.ME components are provided. Settings regarding the update time can be made within a limited period of time depending on the license level in KIS.MANAGER.

(8) Support is provided via e-mail inquiries and a telephone hotline. Which media are available depends on the license level. Details about the support services are described in chapter 5 below.

5. Support and Availability

5.1 Support

(1) In addition to the support services listed below, the basic functions of KIS.MANAGER are monitored on a weekly basis and maintenance work is carried out on a regular basis within the service hours.

(2) The goal of the support is to process and solve support requests (tickets). The support includes problems of technical operation, handling, configuration, fault analysis and troubleshooting in the environment of KIS.MANAGER.

(3) Depending on the license level, system support includes e-mail and telephone support (see Table 1 in Section 3 "License levels" above, to the respective extent specified therein).

(4) The response times depend on the license level chosen by the Customer.

(5) The support shall include general advice, the rectification of technical malfunctions and the answering of questions regarding the operation of KIS.MANAGER. Against payment, this support may include the following support services, which may still be negotiated in individual cases (further details are regulated in the respective order documents):

- Documentation of the results to optimize the system components;

- Support services outside the regular service hours;

- Training and set-up services;

(6) The systems/machines or controls themselves as well as the IT infrastructure itself are not covered by these support services. Support in this regard is the responsibility of the respective manufacturer or operator of the systems.

(7) The services of the provider may also be rendered by vicarious agents.

5.2 Availability

The availability of the respectively agreed services shall be 99.00 % on an annual average, including maintenance work. However, the availability shall not be impaired or interrupted for more than two (2) calendar days in a row. Maintenance work shall be carried out during business hours after notification.

5.3 Definition of Terms

(1) Medium: Medium by which the Customer can submit a support request.

(2) Availability: Percentage of a quarter in which the service provided was not affected by downtime.

Availability of communication via the available communication medium.

(3) Response Time: Maximum time difference between receipt of the support request and the start of processing by RAFI.

(4) Quota: Number of included working hours per calendar month.

(5) Service Time: Period during which personnel is available for communication, via the available communication medium and the processing of a fault.

(6) Maintenance Window: Period in which planned work is carried out to maintain functionality and operational safety. This work includes, in particular, software updates or configuration changes. Impairment of availability within the maintenance window is not to be considered a fault.

(7) Business hours (local time Ravensburg/Berg): Monday to Thursday 08:00am - 12:00pm/noon and 01:00pm - 05:00pm, Friday 08:00am - 12:00pm/noon and 01:00pm - 03:00pm, excluding public holidays at the Ravensburg/Berg location and at the Munich location.

6.   Service

(1) The aim of the service is to support Customers in the use of KISMANAGER. The service also includes the assumption of configuration tasks and is carried out remotely.

(2) The service is divided into service projects and service contingents.

(3) The following provisions shall only apply if the Customer books a project service or service contingent directly with RAFI.

(4) However, it is permissible for RAFI sales partners to offer the Customer similar services.

(5) The services must be booked separately, irrespective of the license level booked.

6.1   Service Project

(1) The aim of a service project is to facilitate the initial setup of a KIS.ME use case for the user. The service project therefore has a clearly defined task. It consists of a definition phase, an evaluation and conception phase, the implementation phase and ends with the handover of the work result.

(2) The Customer appoints a process owner from his company. This person receives detailed documentation of the implemented use case from RAFI.

(3) A service project is always defined and offered on a customer-specific basis.

6.2   Service Contingent

(1) The aim of a service contingent is to provide RAFI with resources to the extent booked in order to support the Customer in the use of KIS.MANAGER as required.

(2) The tasks are not clearly defined; the Customer is supported as required in the configuration and use of KIS.MANAGER. The coordination of the task content, the execution of the task and the handover of the result all have an impact on the budget. During the execution of the service, the Customer shall provide RAFI with user access with the "Administrator" role in its KIS.MANAGER account.

(3) The scope of resources booked is based on a calendar year and is available again at the same level as the previous year if it is not terminated at the end of each year.

(4) Further details on scheduling, payment due dates/billing, term and notice period can be found in the following overview together with the corresponding footnotes and specifically in the respective order documents.

		Service Contingents	
		Basic	**Advanced**
Provisions	**Package Scope**	**16 h / Year**	**40 h / Year**
	Scheduling of the implementation[4]	**By arrangement**	**By arrangement**
	Contact options	**Phone / Email see offer**	**Phone / Email see offer**
	Billing[5]	**According to actual work performed**	**According to actual work performed**
	Term	**Indefinite**	**Indefinite**
	Period of notice	**3 months to the end of the year (without minimum term)**	**3 months to the end of the year (without minimum term)**

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[4] **Individual scheduling** via the contact details specified in the offer, depending on the type, scope and workload of the person performing the service.

[5] **Payment due** from order and invoicing within thirty days, for orders placed during the year pro rata package scope and invoicing according to remaining calendar months. Payment due **for each subsequent year** within thirty days of invoicing and, if applicable, in accordance with the supplementary offer, **irrespective of actual utilization.**

Additional expenditure over and above the booked annual budget will be invoiced separately at the end of each year at a rate equaling of one and a half times the previously agreed hourly rate.

Appendix 2
Terms of Use KIS.ME

RAFI GmbH & Co. KG

Ravensburger Straße 128 - 134

88276 Berg

- hereinafter referred to as "RAFI" -

1. Scope of Application and Object of Regulation

(1) These Terms of Use govern the basic principles of use of the KIS.MANAGER provided by RAFI.

(2) These conditions apply exclusively. Deviating terms and conditions which RAFI does not expressly acknowledge in writing are not binding for RAFI, even if RAFI does not expressly object to them, even if RAFI permits use without reservation in the knowledge of terms and conditions which conflict with or deviate from this agreement.

(3) The Terms of Use apply to both, the company profiles and the individual user profiles.

2. Handling of User Identification

(1) As part of the registration and verification process, the respective user himself assigns login data in the form of his e-mail address in conjunction with a password that meets our requirements. Within the framework of the creation of the user profile, the terms of use will be sent to the user.

(2) Both the password and the user ID may not be transferred to other persons, not even during vacation, absence or illness. In these cases, only persons with their own user IDs represent each other. The responsible person ensures that the employees comply with this requirement. If access data have been corrupted, the affected user must notify RAFI immediately by e-mail (support.kisme@rafi.de) and issue a new password.

3. Duties of the Customer and possible Consequences in Case of Inactivity

(1) The Customer undertakes not to store any illegal content on the provided cloud service, that violates the law, official requirements or the rights of third parties.

(2) The Customer is obligated to prevent the unauthorized access of third parties to the protected areas of the KIS.MANAGER by suitable precautions. For this purpose, the Customer shall, if necessary, inform his employees about the observance of the copyright.

(3) Notwithstanding the obligation of RAFI to back up data, the Customer himself shall be responsible for the input and maintenance of his data and information required for the use of KIS.MANAGER.

(4) The Customer is obligated to check his data and information for malware or other harmful components before input and to use state-of-the-art malware protection programs for this purpose.

(5) The contents stored by the Customer on the storage space intended for him may be protected by copyright and data protection laws. The Customer hereby grants RAFI the right to make the contents stored on the server accessible to the Customer for his queries via the internet and, in particular, to reproduce and transmit them for this purpose and to reproduce them for the purpose of data backup. Further details on data protection are governed by RAFIs "General Data Protection Provisions" and "Supplementary Data Protection Provisions for KIS.MANAGER".

(6) The Customer has the following obligations to cooperate, which are necessary for the provision of the service:

(a) Immediate and free provision of information and documents, also with regard to a possible report of defects;

(b) Granting unhindered remote access to the system components;

(c) Designation of a technical contact person and a representative;

(d) Ensuring the online operation of the hardware devices, in any case no removal from online operation beyond a period of two (2) years; the devices have certificates for secure communication with the cloud that expire after two (2) years of disuse. In such a case, a connection to the Cloud can no longer be established and the Hardware Device would have to be returned to RAFI.

(7) The Customer is obligated to provide all technologies necessary for the safe and smooth operation of the KIS.ME components. The required technologies can be found in the data sheets of the components.

(8) The Customer can independently delete his profile in the portal at any time, this is obligatory at the end of the contractual relationship.
Otherwise applies:

– If the Customer logs in with a company account and does not purchase hardware devices or licenses or no longer has a license, then after
  • thirty (30) days an e-mail reminder will be sent to him;
  • sixty (60) days a further e-mail reminder will be sent to him;
  • ninety (90) days the account and thus all data of the corresponding company account will be deleted, including all user profiles within this account.

- In case of possession of a Starter Kit[1], from the purchase of it, after
  - One hundred and twenty (120) days, an e-mail reminder will be sent to you;
  - a total of one hundred and fifty (150) days, another e-mail reminder will be sent to you for this purpose;
  - a total of one hundred and eighty (180) days, the account and thus all data of the corresponding company account will be deleted, for which purpose all user profiles within this account will also be deleted.

- As long as a company account has at least one hardware device or license, RAFI will not delete the account.
- If a company account has no more users because all users have logged out, then the company account will be deleted after one (1) year at the latest.

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[1] The Starter Kit consists of the following: 1x KIS.BOX, 1x KIS.LIGHT, 2x USB cable, 1x power bank, quick start guide. When purchasing a starter kit, the free trial license period is 6 months.

I/We

hereby accept the currently valid Terms of Use of RAFI GmbH & Co. KG with regard to our company accounts and the individual user accounts.

I/We further confirm that I/we will familiarize our employees with these Terms of Use before using their personal KIS.MANAGER account for the first time and will obligate them to comply with them. In addition, RAFI will also inform the individual users within the scope of their KIS.MANAGER registration about the Terms of Use by sending them an e-mail.