

## Enterprise Tech Solutions (ETS) – General Terms and Conditions

### § 1 Scope of Applicatio

- 1.1 All deliveries, services, and offers by ETS are made exclusively on the basis of these General Terms and Conditions. These are part of all contracts concluded between ETS and the customer for ETS's deliveries or services. They also apply to all future deliveries, services, or offers, even if not explicitly agreed upon again.
- 1.2 The customer's terms and conditions do not apply, even if ETS does not explicitly object to them in individual cases. A reference by ETS to a letter containing or referring to the customer's or a third party's terms and conditions shall not constitute agreement with those terms.
- 1.3 Deviations from the above require ETS's express written consent for the customer's terms and conditions to be valid.

### § 2 General Information on the Content and Scope of ETS Deliveries and Services

- 2.1 ETS agrees to perform the delivery and/or services commissioned by the customer (e.g., Device Lifecycle Management, Managed Mobile Services, Technology Expense Management, Global eSIM Management). The scope of services is determined by the individual agreement and the respective service descriptions.
- 2.2 Specifications of the delivery item (e.g., weights, dimensions, utility values, tolerances, technical data) and representations (e.g., drawings and images) are approximate, unless an exact match is required for the contractual purpose. These are not guaranteed characteristics but rather descriptions or identifications of the delivery. Commercial deviations and improvements are permitted as long as they do not impair the contractual use.
- 2.3 If a purchase item is shipped to the customer, the risk passes to the carrier or third party designated to carry out the shipment upon handover at ETS's location.
- 2.4 ETS does not provide telecommunication services. The customer is solely responsible for providing and maintaining required telephone and internet connections.
- 2.5 If ETS is obligated to provide a work service, the special terms for work services also apply.
- 2.6 If the customer is contractually granted use of a cloud service, they receive a simple, time-limited right of use for the software. The software is provided by a third-party vendor and made available by ETS for a fee. The vendor's requirements and usage restrictions must be observed.
- 2.7 If included in the service package, ETS offers technical support via hotline, available Monday to Friday from 08:00 to 17:00 via the ETS service number. The hotline is not available on weekends or public holidays in North Rhine-Westphalia.

### § 3 ETS Services (Service Packages)

Depending on the client's request and corresponding order, ETS provides the following Services:

#### **DLM – Device Lifecycle Management:**

- Procurement of mobile devices
- Inventory management
- Application of protection bundle
- Personalized assignment of the device
- Integration into MDM solution & Samsung Knox KME
- Electronic documentation
- Warranty, guarantee, and repair handling
- Dismount service
- Certified data erasure

#### **MMS – Managed Mobile Services:**

- Prioritized processing of service requests and orders via a dedicated contact person
- Dedicated technical support hotline: 0251-21010900
- User support for general technical mobile-related inquiries
- Annual cost control including invoice verification and tariff consulting for existing mobile numbers
- Annual review of the master agreement

#### **TEM – Technology Expense Management:**

- Licensing “Mobile Invoice Processing”
- Ticket system based on user, mobile line, and device
- Order tracking and complete history documentation
- Automated financial management and cost analysis
- Customized reports
- Usage analysis and contract optimization

#### **Global eSIM Management:**

- Provision and management of eSIM profiles
- Setup and management of eSIM profiles according to customer specifications
- Support for multiple mobile network providers to ensure global coverage
- Dynamic assignment of eSIM profiles by region, user needs, or device type

#### **eSIM Lifecycle Management:**

- Activation, deactivation, blocking, and deletion of eSIM profiles
- Profile changes (e.g., due to network or country switch)

#### **Monitoring and Reporting:**

- Real-time monitoring of eSIM activities and network status
- Generation of usage statistics, connection data, cost analysis
- Alerts and notifications for disruptions or unusual activities

#### **Compliance and Security:**

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- Compliance with GSMA specifications and international data protection standards (e.g., GDPR)
- Regular security audits, checks, and updates

#### § 4 Self-Supply Reservation for Purchases / Warranty

- 4.1 If and to the extent that a purchase contract is concluded between the client and ETS, this contract is subject to the reservation of correct and timely self-supply by ETS's suppliers. This does not apply if ETS is responsible for the failure to deliver, particularly if ETS has not concluded a congruent covering transaction.
- 4.2 The client must inspect the purchased item and the installation work immediately upon delivery and report any defects to ETS without delay. The provisions of § 377 German Commercial Code (HGB) apply.
- 4.3 If the purchased item has a defect that significantly impairs its contractual use, the client is entitled, at ETS's discretion, to subsequent improvement or replacement delivery. If ETS refuses or fails to rectify within a reasonable grace period, the client may withdraw from the contract or reduce the price. In the case of insignificant deviations that do not affect functionality, the client may only demand a price reduction.
- 4.4 Warranty claims expire 12 months after the transfer of risk.

#### § 5 Retention of Title

- 5.1 The purchased item delivered by ETS remains the property of ETS until full payment of the purchase price. In the event of a breach of contract by the client, especially in case of default of payment, ETS is entitled to reclaim the purchased item. Reclaiming the item does not constitute withdrawal from the contract unless ETS explicitly declares such in writing. However, seizure of the purchased item by ETS always constitutes a withdrawal. After repossession, ETS is entitled to sell the item, and the proceeds shall be credited against the client's obligations, less reasonable costs of disposal.
- 5.2 In the event of seizure or other third-party interventions concerning the goods subject to retention of title, the client must inform the third party of ETS's ownership and notify ETS immediately in writing, so that ETS may file a legal claim under § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse ETS for court and out-of-court expenses related to such claim, the client shall be liable for the resulting loss.

#### § 7 Limitation of ETS's Responsibility / Client's Duties to Cooperate

- 7.1 ETS endeavors to provide the best possible service quality and performs services in the best interest of the client. However, ETS cannot be held responsible for technical disruptions in the

client's telecommunications or for ensuring the client always uses the most cost-effective telecommunications services. These costs depend heavily on usage, which ETS cannot influence.

- 7.2 On-site technical support is not included in ETS's services.
- 7.3 Analyses of usage behavior cannot be provided based on individual itemized call records.
- 7.4 The client must provide ETS with all necessary information and documentation regarding the telecommunications services and hardware used within their organization. The client must proactively and promptly inform ETS of any significant changes, especially those made without ETS's knowledge.
- 7.5 ETS is not liable for damages or economic losses resulting from delayed service execution if such delays are caused by missing information, documents, or other breaches of the client's cooperation obligations.
- 7.6 If a consulting service is agreed, it will be provided by telephone or email. The client shall provide ETS with the necessary contact details and must inform ETS of any changes without delay. The client must regularly (daily) retrieve emails from the specified addresses.

#### § 8 Fees / Compensation

- 8.1 The agreed prices are exclusive of statutory VAT.
- 8.2 The client must pay the agreed fees on time. Services are usually invoiced monthly. Unless otherwise agreed, payment is due at the beginning of each month and typically collected via direct debit.
- 8.3 The client issues ETS a SEPA direct debit mandate for the agreed payments. If the direct debit fails due to insufficient funds or the client falls into default for other reasons attributable to them, ETS is entitled—within the limits of the law—to suspend services until payment is fulfilled.
- 8.4 Offsetting against ETS's payment claims is excluded, except in cases of undisputed or legally established counterclaims. The same applies to asserting rights of retention. Moreover, the client may only assert a right of retention based on claims arising directly from the contractual relationship with ETS.
- 8.5 The client is hereby informed that ETS receives commissions from telecommunications service providers for contract mediation.

#### § 8a Assignment of Claims to Third Parties (Factoring)

ETS is entitled to assign claims against clients based in Germany or other EU countries to abcfinance GmbH, Kamekestraße 2–8, 50672 Cologne, for refinancing purposes. The client will be informed upon contract conclusion whether such an assignment takes place. In such

cases, payments with discharging effect may only be made to abcfinance GmbH. Their banking details will be provided to the client at contract conclusion.

#### § 9 Contract Term / Termination

- 9.1 The service package selected by the client (see § 3) is booked for a fixed term, which is defined in the agreement with the client.
- 9.2 The service agreement may be terminated with a notice period of three months to the end of the fixed term.
- 9.3 If no timely termination is made, the contract shall be automatically extended by 12 months.
- 9.4 Termination in text form as defined by § 126b BGB (German Civil Code) is sufficient.
- 9.5 The right to extraordinary immediate termination for cause remains unaffected.

#### § 10 Limitation of Liability

- 10.1 ETS shall be liable for damages—regardless of legal basis—only in cases of intent or gross negligence by ETS, its legal representatives or agents, and in cases of culpable breach of essential contractual obligations. Essential obligations are those which enable the proper performance of the contract and on which the client regularly relies. In the case of simple negligence, liability is limited to typical, foreseeable damages and capped at either the agreed net annual fee or the purchase price. Any further liability is excluded.
- 10.2 These limitations of liability do not apply to damages resulting from injury to life, body, or health or liability under the Product Liability Act.
- 10.3 ETS is not liable for lost profits due to telecommunication disruptions or failures unless caused by intentional or grossly negligent breaches by ETS or its agents. Since the risk of damage in such cases is generally high, ETS accepts no liability for lost profits due to simple negligence. It is the client's responsibility to mitigate this risk through business interruption insurance.
- 10.4 ETS does not guarantee any specific cost savings or technical performance of the telecommunications systems used unless both parties have expressly agreed on such an outcome.

#### § 11 Data Protection Regarding Employees' Personal Data

- 11.1 ETS complies with data protection laws. Where ETS processes personal employee data on behalf of the client during service performance, it acts solely on the client's instructions. Such data may only be used to fulfill service tasks and pertains exclusively to data stored on or submitted via company mobile devices. The data must be stored and used only on the provided devices.

Any disruption leading to data loss or unauthorized access must be reported to the client immediately. The same applies to violations of data protection regulations or these terms. ETS shall follow the client's data protection officer's individual instructions. The client may inspect ETS's premises during business hours to review stored data and data processing programs. ETS will, upon request, enter into a separate data processing agreement under Article 28(3) GDPR.

## § 12 Force Majeure

- 12.1 In the event of force majeure, unrest, government measures, strikes, lockouts, or any other unavoidable events, ETS is released from its performance obligations for the duration and extent of the disruption. ETS shall inform the client immediately of such events, if reasonably possible and feasible.

## § 13 Consequences of Contract Termination

- 13.1 Upon termination of the contract, ETS shall promptly return all documents provided by the client and delete all stored data, unless subject to legal retention obligations.

## § 14 Miscellaneous

- 14.1 The contractual relationship is subject exclusively to the laws of the Federal Republic of Germany. The place of performance for all contractual obligations is ETS's registered office.
- 14.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is ETS's registered office, provided the client is a merchant and no other legal jurisdiction is mandatory.

Münster

As of 07/2025