

TERMS OF USE AND OPERATION OF SIM CARD

1. DEFINITIONS

"Card": the SIM card which is integrated into the Kleemann elevator gateway and allows making telephone calls in case of emergency, sending and receiving data and connecting to the subscription web application "KLEEMANN LIVE" <https://Live.kleemannlifts.com>

"Company": the company "KLEEMANN HELLAS SA" with headquarters at the Industrial Area of Stavrochori Kilkis, P.O. Box 25, Kilkis, 61100- Greece, tel. +30 2341 038 100, VAT Numb.: 094124623, G.E.MI. Numb. 14486435000.

"Connected Networks" or "Networks": the mobile networks selected per country for the Card and allowing its use, as uploaded at https://live.kleemannlifts.com/assets/policies/sim_providers.pdf

"Customer": the natural or legal person and / or authorized employees of a natural or legal person who installs and maintains elevators and cooperates with the Company maintaining a business-to-business relationship (B2B), in the context of which the Company delivers the Card.

"Designated countries": the countries as uploaded at <https://live.kleemannlifts.com/sim-providers>

"Provider": the mobile communications company which is the original supplier of the Card.

"Terms": the terms and conditions governing the operation and use of the Card and its related rights and obligations, set out in this document and its integral appendices.

2. STATEMENT

2.1 We invite you to read these Terms carefully and in case you do not agree with their content, you must not use the Card.

By activating the Card and accepting the respective field of the "KLEEMANN LIVE" homepage, you declare that you have read, understood and accepted the Terms, which constitute a legally binding contract. The person who accepts these Terms declares that he is authorized to enter into this contract on behalf of the Customer.

2.2 In the context of the Card use, we inform you that the Company will communicate with you by sending electronic messages, informative texts or notifications regarding the operation and use of the Card.

3. GENERAL LEGAL RULES OF OPERATION

3.1 The Company reserves the right to unilaterally modify the Terms. Notification of the change of the Terms will be made through the electronic renewal of the current version and reference of the date of the latest modification. It is recommended that

the Customer visits the Terms of Use, at regular intervals, in order to be up to date with their most recent version before continuing to use the Card.

3.2 The Company undertakes to provide the Customer with information that is directly related to the use and operation of the Card. Company is not responsible for the temporary unavailability, malfunction or technical issues that may occur during use. In addition, with regard to incorrect electronic data entries, Company reserves the right to correct them.

4. CARD

4.1 Each Card allows monthly:

- (i) Data transfer up to three hundred (300) GB; and
- (ii) Phone calls up to ten (105) minutes. Phone calls run on 2G, 3G, VoLTE (4G) and 5G networks. The consumption of phone-call minutes is calculated per minute and every minute is rounded to the nearest second. The phone-call minutes available by the Card will be used to make calls to specific, predefined, national numbers (both fixed geographic and mobile within the country of operation). Calls to service numbers, premium billing or international numbers are not allowed.

In renovation packages with KLEEMANN IoT that do not include an autodialer safety line, as well as in cases where the Customer's elevator is not equipped with a KLEEMANN autodialer safety line or is equipped with a third-party autodialer, the Card will only allow Data Transfer and not phone calls.

4.2 Customer is obliged to use the Card exclusively for integration into the gateway of KLEEMANN elevators, and not on mobile phones, other IoT devices of third-party suppliers and in general on any other device that has a SIM card slot. It is noted that each Card is assigned to a specific elevator and its use for connecting another elevator to the "KLEEMANN LIVE" web application is not permitted.

4.3 Customer is prohibited from using the Card:

- (i) to access a publicly accessible destination (i.e. public IP address), including the use of a proxy, gateway or routing for purposes other than accessing KLEEMANN servers;
- (ii) in a manner that attempts to violate security measures, regardless of whether the intrusion results in the destruction or loss of data;
- (iii) in a manner related to Internet Relay Chat, peer to peer file sharing, bit torrent, or network proxy server;
- (iv) in a manner that involves spamming, sending a volume of unwanted electronic letters or commercial messages, or maintaining an open SMTP relay;
- (v) to transmit illegal or offensive material;
- (vi) to transmit material containing software viruses or any other programs that may cause harm or inactivation;
- (vii) in a manner that adversely affects or harms Connected Networks in a way that could interfere with other Customers' use of the Networks;

- (viii) in a manner that results to the integration of the Card into (fixed) GSM adapters, unless they have previously been expressly approved by the Company and the Provider; or
- (ix) fraudulently or unlawfully or in breach of these Terms.

4.4 Ownership of the Card is transferred to the Customer upon its delivery to him.

5. CUSTOMER'S OBLIGATIONS-LIMITATION OF COMPANY'S LIABILITY

5.1 If the Customer chooses to activate the Card, for as long as he keeps it either active or in his possession, he must:

- (i) fully comply with all the obligations set out in these Terms and which are all agreed to as material;
- (ii) not exceed the monthly phone-minutes and data transfer limits referred to in Clause 4.1. If the Customer exceeds any of the aforementioned limits three (3) times within six (6) months, the Company will de-activate the Card and terminate the access of the Customer via the Card to the web application "KLEEMANN LIVE";
- (iii) provide correct and complete information and documentation (including identification, legalization and billing information) required to use the Card;
- (iv) not resell, distribute, grant or assign further the use license of the Card;
- (v) ensure that the Card is used exclusively in his country, in accordance with these Terms and any other instructions of the Company;
- (vi) not publish the results of any benchmark or performance tests of the Card or Networks.

5.2 Customer acknowledges that the Networks do not have guaranteed uninterrupted service availability and that no claim or demand of any kind will be made against the Company in case of technical problems, given that the respective network availability or coverage services, connectivity, etc. are not provided by the Company itself. The Customer acknowledges and accepts that neither the Company nor the Provider will be liable under these Terms (either by contract ,tort-including negligence -, or by default, compensation or otherwise), for:

- any loss, whether direct or indirect, of profit, revenue, data, anticipated profits or reputational damages; or
- any indirect or consequential damages, whether or not such damages were foreseen.

5.3 Customer agrees to defend, at his own expense, to indemnify and release the Company, the Provider and their subsidiaries or affiliates, their directors, officers and employees (collectively, the "Indemnified persons"), from and against any claim, action, indemnity or expense alleged against any of the Indemnified persons or to which any of the Indemnified persons is subjected, arising directly from the use of the Card by the Customer in a manner that requires the uninterrupted availability of the Networks and as long as the interruption of the Network causes death, infringement of personal rights, personal injury or damage to property.

6. SPECIAL CONDITIONS

6.1 Provider reserves the right to modify the Connected Networks and the Designated countries, for commercial or regulatory reasons (including, but not limited to, in case of new roaming contracts or in case of termination of existing roaming contracts).

6.2 Certain network technologies used (e.g. 2G or 3G networks) may be removed by the Provider during the use of the Card and current Networks may be replaced by further advanced network technologies.

6.3 Wireless network coverage in Connected Networks is provided based on reasonable efforts and is not guaranteed. The Provider and the Company do not commit to provide coverage to a specific extent and will not be liable for lack of coverage.

6.4 Provider will make reasonable efforts so that Connected Networks are available to the Customer at all times. Due to the limitations of wireless and electronic communications, Connected Networks do not have guaranteed service availability.

6.5 The achieved throughput depends on the availability and load of the wireless network used for each specific communication case. Therefore, the Provider does not provide a guaranteed throughput level.

6.6 Provider shall make every reasonable effort to ensure the security of the Customer's communications. However, for reasons beyond their control, neither the Provider nor the Company guarantees that the communications will be completely secure.

6.7 Unless specifically stated in the Terms, all other warranties, representations and conditions (express or implied) are expressly excluded to the extent permitted by law.

6.8 The Terms may be modified unilaterally by the Provider and/or the Company at any time by written notice to the Customer, when such modifications are necessary either due to compliance with the applicable legislation or regulation or notice issued by competent public authorities or due to changes in the Networks or in the operations of the Provider.

7. SUBSCRIPTION-EXPIRY

7.1 Customer is under no obligation to use or activate the Card.

7.2 If the Customer chooses to activate the Card, it will remain active for twelve (12) months from the date of its activation.

7.3 The use of the Card is provided with an annual subscription fee, which will be notified in advance to the Customer and will be invoiced at the beginning of each annual subscription. Any promotions that provide for no fee or reduced fee for a certain period of time will prevail.

7.4 The annual subscription is automatically renewed upon completion of one (1) year from the activation of the Card or the previous renewal, unless up to sixty (60) days before the end of the annual subscription period the Customer sends an e-mail to the appointed employee of Company's sales dpt who serves him, stating that he does not wish to renew the annual subscription.

7.5 Customer has the right to stop using the Card at any time, by informing the Company via an e-mail to the appointed employee of Company's sales dpt who serves him. In such a case, Customer is not entitled to a refund for the annual subscription fee.

7.6 Company may, without notice and at any time, suspend or terminate, temporarily or permanently, the use of the Card and the connection through it to the subscription web application "KLEEMANN LIVE" and take any appropriate legal actions if any of the following cases occur:

- (i) Customer does not comply with or violates any of the obligations contained in these Terms, which are all agreed to as material, or any of the policies and rules adjacent to them including the obligation to fulfill the financial obligations as to the subscription fee;;
- (ii) Customer is engaged in fraudulent practices or fraudulent acts;
- (iii) Company believes, at its sole discretion, that the Customer's activities and behaviors have caused or may cause harm to third parties or to the Company.

7.7 Customer is not entitled to any compensation for the suspension or termination of the use of the Card.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Intellectual Property Rights on the Card, as well as any improvements or modifications thereof, belong to the Provider (or to a member of the group to which it belongs) or its licensors and, except as necessary for use permitted under these Terms, no other right, license or transfer is granted or implied under such intellectual property right.

8.2 The Company and the Provider shall not be liable and the Customer shall indemnify the Company for any damages arising if a claim is made by any third party due to a proven violation of third party intellectual property rights solely as a direct result of the use of the Card by the Customer and provided that such claim of the third party:

- (i) is associated with the use of equipment or services or software provided by the Customer or third parties (including third party software); or
- (ii) results from the combination of the Card with products or services not provided or authorized by the Company and the Provider; or
- (iii) results from use of the Card that is not in accordance with the instructions of the Provider and the Company; or
- (iv) results from modifications of the Card by the Customer or any third party; or

(v) results from any breach by the Customer or other associated person of these Terms or any standard End Customer License Agreement (including shrink wrap or click-through software licenses or open source software licenses); or

(vi) relates to the use of the Card after a newer version is made available to the Customer and is announced by the Company or the Provider as necessary to avoid such a claim.

9. PROTECTION OF PERSONAL DATA

With regard to the protection of personal data, the provisions of the "PRIVACY POLICY AND PROTECTION OF PERSONAL DATA OF THE PLATFORM "KLEEMANN LIVE", which are posted at <https://live.kleemannlifts.com/auth/login> ,as amended from time to time, are applicable.

10. JURISDICTION

10.1 Disputes arising from the use of the Card will initially be resolved out of court.

10.2 In case of non-out-of-court dispute resolution, the courts of the seat of the Company, i.e. the courts of the region of Kilis, are competent and Greek law is defined as applicable.