

SPECIAL TERMS FOR APPLICATION SERVICES (STA).

1. **SCOPE AND DEFINITIONS.** relayr GmbH ("**relayr**") is a corporate affiliate of relayr, Inc. and authorized to re-sell its Application Service in its own name. These Special Terms for Application Services („**STA**") supplement relayr's General Terms and Conditions for Supplies, Services and Licenses ("**GTC**"). relayr's quotation, these STA and the GTC collectively constitute the "**Contract**" and shall apply to all data and/or application hosting services („**Application Service(s)**"). These STA do not apply to customization services or other development or consultancy or similar works or services (collectively "**SoW Service(s)**"). SoW Services are subject to relayr's Special Terms for Projects ("**STP**").

Certain capitalized terms used, not otherwise defined in these STA, have the meanings set forth or cross-referenced hereinbelow:

1. "**API**" means the application programming interface developed by relayr that, within the customary meaning in the software industry, refers to documentation and specifications of functions, methods, procedures and protocols according to which a reasonably skilled software programmer may develop coordinated code that includes functionality capable of exchanging data with the Application Service in accordance with the syntax and protocols defined by the API Documentation.
2. "**API Documentation**" refers to the set of protocols, language, syntax and rules as set up in standard reference materials, whether in print or electronic format, provided by relayr that describe the API functionalities and that provide instructions regarding how to develop the programming interfaces.
3. "**Application IP**" means the Application Service, the Documentation, the API, the API Documentation and any and all intellectual property provided to Customer (and/or any applicable Authorized End Users) in connection with the foregoing.
4. "**Application Service**" means the technology and application software set forth and described in the applicable Contract.
5. "**Authorized End User**" means collectively any Authorized Internal End User and/or any Authorized External End User, whereby "**Authorized Internal End User**" means, collectively, any individual employees, agents, or contractors of Customer accessing or using the Application Service, under the rights granted to Customer pursuant to the Contract and "**Authorized External User**" means, collectively, any individual end customer, or such end customer's respective employees, agents, or contractors, of Customer for whom Customer has obtained the right to External Access under the rights granted to Customer pursuant to the Contract.

6. **“Change of Control Event”** means any change of corporate control (i.e. direct or indirect majority ownership or the capacity to control the entity concerned in any other fashion) over the respective other Party which makes it unreasonable for a Party to continue to consummate the Contract for the remaining Term.
7. **“Confidential Information”** means all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of the Contract, the Documentation will be deemed Confidential Information of relayr.
8. **“Connected Devices”** means sensor packages connected to the Application Service via the API licensed to Customer pursuant to the Contract.
9. **“Customer Content”** means the data, media and content provided by Customer and/or Authorized End Users through the Application Service.
10. **“Documentation”** means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Service, (“functionality”) which are designed to facilitate use of the Application Service and which are provided by relayr to Customer in accordance with the terms of the Contract.
11. **“External Access”** means access to the features and functions of the Application Service by Authorized External Users solely for the purpose of use and manipulation of Customer Content gathered from Connected Devices.
12. **“Personal Data”** means personally identifying information on a natural person.
13. **“Subscription Term”** is defined in Sec. 9.1 below.
14. **“Territory”** means the territory set forth in the applicable Contract.
15. **“Term”** is defined in Sec. 9.1 below.
16. **“Web Interface”** means the website or websites through which Customer’s Authorized End Users may access the Application Service in accordance with the terms of the Contract.

2. ACCESS AND USE.

1. **Provision of Access.** Subject to the terms and conditions contained in the Contract, relayr grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Application Service during the Subscription Term set forth in the applicable Contract, solely for use by Authorized End Users in accordance with the terms and conditions of the Contract. Such use shall be limited to use of the Application Service for the benefit of, or in relation to, the use and processing of Customer Content gathered from Connected Devices. As soon as reasonably practicable after configuration of the application,

relayr shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Service (the “**Access Protocols**”). relayr shall also provide Customer the Documentation to be used by Customer in accessing and using the Application Service. Customer acknowledges and agrees that, as between Customer and relayr, Customer shall be responsible for all acts and omissions of Authorized Internal End Users, and any act or omission by an Authorized Internal End User which, if undertaken by Customer, would constitute a breach of the Contract, shall be deemed a breach of the Contract by Customer. Customer shall undertake reasonable efforts to make all Authorized Internal End Users aware of the provisions of the Contract as applicable to such Authorized Internal End User’s use of the Application Service, and shall cause Authorized Internal End Users to comply with such provisions.

2. **Documentation License.** Subject to the terms and conditions contained in the Contract, relayr hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Subscription Term set forth in the applicable Contract for Customer’s internal purposes in connection with its use of the Application Service as contemplated herein.
3. **API License.** relayr hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable license to use the API during the Subscription Term set forth in the applicable Contract for the sole and exclusive purpose of creating interfaces between the Customer Content and the Application Service. Customer understands and agrees that only Customer employees and subcontractors who are bound by written confidentiality Contracts which protect the API as required under the terms of the Contract, will be deployed by Customer to perform the integration work. The license granted to Customer under this Section 2.3 may not be sublicensed to any other third parties. Customer may not use the API, or sublicense the right to use the API, to integrate or otherwise create interfaces between the Application Service and any third-party software.
4. **Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in the Contract will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of relayr; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer’s rights under Sections 2.1, 2.2 and 2.3.

Customer will not use any of the Application IP except in compliance with relayr's obligations to any third party with respect thereto incurred prior to the Effective Date, provided that relayr has notified Customer of such obligations. Customer will ensure that its use of any of the Application IP complies with all applicable laws, statutes, regulations or rules and will not use or compile any of the Application IP for the purpose of any illegal activities.

5. **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in the Contract, relayr and its licensors retain all right, title and interest in and to the Application IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by the Contract. Customer further acknowledges that relayr retains the right to use the foregoing for any purpose in relayr's sole discretion.
6. **Suspension.** relayr may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Application IP if relayr reasonably determines that (a) there is a threat or attack on any of the Application IP; (b) Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any other customer or vendor of relayr; (c) Customer or any Authorized End User is/are using the Application IP for fraudulent or illegal activities; or (d) Customer has failed to pay Fees in accordance with the Contract, provided that the outstanding amount is not less than the lower of (i) 1/12 of the annual Fees payable under the Contract or (ii) € 500, and relayr has notified Customer in advance observing not less than 2 weeks notice that access would be suspended unless payment is received in full (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). relayr will make commercially reasonable efforts, circumstances permitting, to provide notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Application IP following any Service Suspension. relayr will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. relayr will have no liability for any damage, losses or other negative consequences that Customer or any Authorized End User may incur as a result of a legitimate Service Suspension.

3. CUSTOMER OBLIGATIONS.

1. **Authorized End User Access to Services.** Subject to the terms and conditions of the Contract, Customer may permit any Authorized Internal End User to access and use the features and functions of the Application Service. If and to the extent agreed in the Contract, Customer may also acquire from relayr and re-sell to Authorized External Users domiciled in the Territory individual end user licenses for External Access during the Subscription Term either on a stand-alone basis or in connection with Connected Devices or other hardware or software marketed by the Customer (collectively "**Customer Product(s)**"). Except as expressly otherwise agreed in the Contract, (a) Customer may market and re-sell External Access under its own brand, and (b) Customer shall be free to determine the legal and commercial terms on which it re-sells External Access, provided that Customer shall (i) ensure that any each Authorized End User will be bound by a contractual, enforceable Contract, which

Contract, will, by its terms, provide substantially the same or greater protections for relayr's Confidential Information and the Application IP as the Usage Restrictions agreed in Sec. 2.4 and the confidentiality obligations under the GTC (collectively the "**End User Restrictions**"); and (ii) implement appropriate procedures to supervise and enforce Authorized End User compliance with the End User Restrictions in accordance with the GTC.

2. **Provision of Support to Authorized End Users.** Other than as required from relayr under the Contract, Customer will solely be responsible to provide all maintenance and technical support services as may be required by its Authorized End Users, with respect to provision of access to, and use of, the Application Service, and, except with respect to relayr's second level support obligations expressly specified in the Contract Customer or its Authorized End Users will not have any right whatsoever to receive maintenance or technical support services from relayr.
3. **Assistance to relayr.** Customer will, at its own expense, provide assistance to relayr in accordance with the GTC to the limited extent any of the foregoing may be reasonably necessary to enable relayr to perform its obligations under the Contract.
4. **Protection of Personal Data.** To the extent that Customer and any Authorized End User, through or in connection with use of the Application IP, collect, use, store or disclose Personal Data, Customer and/or each Authorized End User shall accurately and adequately disclose, either through a privacy policy or otherwise, how Customer and/or each such Authorized End User collects, uses, stores and discloses Personal Data, as may be required by statutory law. To the extent that an Contract provides that relayr will process Personal Data on behalf of Customer or may have access to Personal Data controlled by the Customer in the context of the Application Service, the Contract shall incorporate relayr's standard data processing terms as amended.
5. **Connected Devices; Third Party Connected Devices.** Customer may purchase Connected Devices for use with the Application Service from relayr subject to a separate agreement. Use of Connected Devices shall be subject to all disclaimers, limitations of liability and warranties set forth or otherwise referenced in such separate agreement. Customer acknowledges that it may, alternatively, purchase Connected Devices for use with the Application Service from third party suppliers ("**Third Party Connected Devices**"). Customer agrees and understands that Third Party Connected Devices are provided separately from the Contract and that there may be additional third party supplier terms and conditions associated with the purchase of Third Party Connected Devices with which Customer must comply. relayr does not warrant any Third Party Connected Devices.
4. **FEES.** In consideration for the rights granted to Customer and the performance of relayr's obligations under the Contract, Customer shall pay to relayr the fees agreed in the Contract in accordance with the GTC.
5. **AGGREGATED STATISTICS.**

1. **Aggregated Statistics.** Notwithstanding confidentiality obligations stated in the GTC or otherwise in the Contract, relayr may monitor Customer's use of the Application Service and use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Application Service ("**Aggregated Statistics**"). As between relayr and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by relayr. Customer acknowledges that relayr will be compiling Aggregated Statistics based on Customer Content input into the Application Service and Customer agrees that relayr may (i) make such Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

6. REPRESENTATIONS AND WARRANTIES.

1. **Warranty for Application Service.** relayr does not warrant that access to, and/or use of, the Application Service will be uninterrupted or error-free. relayr's legal responsibility for interruptions of the operation of, or access to, the Application Service shall (a) with respect to the services provided by the Third-Party Hosting Provider identified in the Contract be limited to asserting claims against the Third-Party Hosting Provider on behalf of the Customer in accordance with the service levels offered by the Third-Party Hosting Provider as disclosed in the Contract; and (b) expressly exclude (i) downtimes for which relayr's responsibility is excluded under the terms of the Contract or which occur outside of the agreed business hours, and/or (ii) errors or limitations that do not substantially inhibit use of the Application Service.
2. **Exclusions.** relayr shall not be liable under warranty or for damages or otherwise legally responsible in connection with the Application Service with regard to the following: (a) limitations or delays of use of the Application Service (i) caused by Customer Content, Customer Products or Third Party Products; (ii) due to downtimes of public communication lines or of the computers that route data in the internet, or (iii) due to traffic exceeding technical limits; (b) loss of data to the extent that such loss could have been avoided by reasonable back-up procedures; (c) any other damage or loss which could have been prevented by examination of the work products of the Application Service and/or by appropriate protection measures against viruses or other damaging data at regular intervals.
3. **Limitations.** The Customer's remedies for Non-Conformities (as defined in the GTC) of the Application Services shall otherwise be subject to the limitations on Warranty Claims specified in the GTC provided that (a) relayr's obligation to remedy Non-Conformities shall prevail for the complete Term irrespective of whether any Non-Conformity notice has been issued or promptly issued and (b) the limitation period for Warranty Claims shall not commence before the respective Non-Conformity has been reported.

4. **Service Levels.** Service levels agreed in the Contract shall not be considered guarantees of properties and shall only give rise to the remedies expressly specified in the Contract.
5. **Downtimes:** In any event relayr will strive to promptly repair or work around any downtimes or limitations of the Application Service.

7. **LIABILITY.**

relayr shall be liable in damages for any breach of contract in connection with the Application Services, including any non-conformity of the Application Service, whether based on contract, tort or any other legal theory, whether for damage to property, persons, financial or any other loss, only (i) if and to the extent that relayr cannot establish that such breach was not due to negligence imputable to relayr and (ii) within the limits agreed in the Contract and the GTC.

8. **TERM AND TERMINATION.**

1. **Term.** The Contract commences on the date stated therein ("**Effective Date**") and continues until the expiration or termination of all Subscription Term(s) for access to the Application Services as set forth in the Contract, unless earlier terminated as provided in this clause (the "**Term**"). Each subscription for access to the Application Service purchased by Customer shall commence on the start or activation date specified in the applicable Contract and continue for the relevant subscription term specified therein ("**Subscription Term**").
2. **Termination for Cause.** Both Parties reserve the right to give notice of termination for cause of the Contract, even without observing a notice period. Cause for such termination without observing a notice period shall include, without limitation, any material violation of the contractual obligations of the respective other Party, an application for the institution of insolvency proceedings for the estate of the respective other Party provided that such application is not rejected within one month (except for lack of assets), a breach of confidentiality, and/or a Change of Control Event. Each Party shall promptly notify the respective other Party of any change of control affecting such Party during the Term.
3. **Effect of Termination.** Upon any termination of the Contract, Customer will immediately discontinue all use of the Application Service, the Documentation, and any relayr Confidential Information and both Parties will (except for one copy retained solely for compliance with statutory document retention obligations and/or evidentiary purposes) delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries. Customer shall be entitled to access and retain all Customer data.