

General Terms and Conditions for the Use of G7 Connect Cloud Services

1. General Provisions

- 1.1. The following terms and conditions apply to the use of G7 Connect cloud services provided by Gantner Electronic GmbH (hereinafter: "Gantner") to contractors or cloud users (hereinafter: "Users"). They also apply to future transactions, even if no explicit reference to them is made.
- 1.2. Cloud services comprise the use of the G7 Connect website. It can be used, for example, to create and manage projects, configure Gantner terminal devices (e.g. GT7 Terminal), assign licenses to projects and devices, perform remote maintenance of Gantner devices (for example, during upgrades of firmware or apps), and for individual setting of app configuration parameters or client layout adjustments, as well as other future functions.

2. Copyright

- 2.1. Gantner and its licensors are the holders of all rights, titles and claims (software, design, documentation) to all copyrights, trademark rights, patent rights and other intellectual property rights or other rights. Any infringement of Gantner's copyrights will result in claims for damages.

3. Rights of use

- 3.1. Acquisition: Licenses can be acquired either directly from Gantner or from Gantner's business partners to whom Gantner has given the right to acquire and resell licenses.
- 3.2. Use: Users of Gantner cloud services receive the right to use the cloud services after acquisition and complete payment of the agreed fee exclusively for their own purposes.
- 3.3. The management and configuration of the Gantner terminal is permitted only with valid cloud licenses. The duration of the cloud packages is shown on the project page of Gantner G7 Connect. The end user is prohibited from using sublicensed cloud services or to lease, rent, outsource, or otherwise provide them to third parties.
- 3.4. When using the G7 Connect Cloud, the following is not permitted:
 - 3.4.1. Copying, translating, further developing or otherwise modifying any part of the services.
 - 3.4.2. Transferring content, data or information that violates the law, is harmful, disregards the a third party's right to privacy or personality.
 - 3.4.3. The violation of rights of a natural or legal person to respective intellectual property.
 - 3.4.4. Any disruption or interruption of Gantner G7 Connect software or systems used to host the service.
 - 3.4.5. Bypassing user authentication or security functions of the website or cloud services, or an associated host, network, or account.
 - 3.4.6. Direct access to the user interface (API) using another software not directly provided by Gantner.
 - 3.4.7. Use of the service in any way that violates applicable laws or regulations at the local, state or federal level, or international or foreign laws or regulations (EU General Data Protection Regulation (GDPR)).

- 3.4.8. Disclosing codes, passwords, procedures and user keys issued to the client to access the service or managed by the client.

4. User's Responsibilities and Duties

- 4.1. Users of Gantner cloud services (G7 Connect website and use of the device app) are obliged to keep all passwords used for access diligently and securely.
- 4.2. If the user finds out that an unauthorized third party gained knowledge of a password, the user must inform Gantner of this immediately and change the password right away.
- 4.3. Gantner currently maintains the website in German and English. Support is also provided to users in these languages.
- 4.4. Users are responsible for the entry of data in the service and the maintenance of data provided by them. Data must be free of viruses, Trojans, and comparable elements that could harm the systems or software used by Gantner. Users agree that Gantner collects and will maintain and handle all data in accordance with all applicable data protection laws, rules and regulations [sic: missing text in source].

5. Contract Term and Termination

- 5.1. The term of cloud use is tied to the device and depends on the acquired cloud package. This term amounts, for example, to 2 years for a "G7 Connect GO 1+1", 6 years for a "G7 Connect GO 5+1", and 2 years for an extension package "G7 Connect GO 2". Different cloud license terms across all devices in a project can be balanced out and this can be done by the project administrator in G7 Connect.
- 5.2. The project administrator receives an email notification 2 months before the expiry of the cloud licenses about the automatic extension of the cloud packages for all devices that expire in the next 2 years. The user can both deactivate automatic ordering for the entire project and cancel the order within one month. After expiry of the cloud package on the first device, cloud use is no longer possible. Users (project administrator) may order other cloud packages for their Gantner devices via G7 Connect at any time. The extension is issued for 2 years.
- 5.3. The right of both parties to extraordinary termination for an important reason remains unaffected. An important reason for Gantner is, in particular, if the user is in arrears on payment of the fees in the amount of one month of cloud use or violates a contractual obligation.
- 5.4. Upon the date of entry into effect of the termination, the client's access to the service shall terminate.
- 5.5. Upon expiry of the first device in a project, the project will be taken "offline". This means, from this point on, the devices can still be used, but cannot be managed via the cloud anymore. Users still have the option of accessing their projects in G7 with read and edit rights; but the data will no longer be transferred to the devices.

6. Warranty and Limitation of Liability

- 6.1. Gantner guarantees that the cloud services are provided and maintained with diligence and expertise.
- 6.2. Gantner does not guarantee uninterrupted or faultless operation of cloud services; a high level of availability is not guaranteed. Interruptions for maintenance will be made outside office hours as much as possible.
- 6.3. Gantner cannot assume any warranty for errors, disruptions or damage that is due to improper operation, modified operational system components, interfaces, and parameters.
- 6.4. Gantner provides warranty for demonstrated significant material defects through supplementary performance. This is done by providing a new, defect-free cloud service. Elimination of defects may also consist of Gantner showing the client reasonable options (workarounds) to reduce or prevent the effects of the defect. In the event of demonstrated legal defects, Gantner also provides warranty in form of supplementary performance. In the event of material or software defects concerning Gantner devices (for example, a GT7 terminal), the user/client must accept and install a new firmware or app version.
- 6.5. Gantner is liable for damages in the event of intent or gross negligence within the framework of legal regulations. Liability for slight negligence is excluded.
- 6.6. Compensation for consequential losses and financial losses, lost profit, interest losses, and damages from third-party claims against the client is excluded by all means.

7. Duty of Confidentiality and Privacy Policy

- 7.1. The protection of your personal data is very important to us. Therefore, we process your data exclusively in accordance with the statutory provisions (EU General Data Protection Regulation (GDPR), DSG (Austrian Data Protection Act), TKG 2003 (Austrian Telecommunications Act)).
- 7.2. Gantner will take all technically possible and reasonable measures to protect the stored data. If a third party manages to illegally access or use data stored by Gantner, then Gantner is only liable to customers in the case of intentional or grossly negligent behavior.
- 7.3. Gantner commits to treat all personal data that Gantner becomes aware of as confidential, and to only use it for the provision of the cloud services.
- 7.4. Gantner undertakes to oblige any employees that acquire knowledge of personal data to comply with the statutory confidentiality obligations. Gantner commits to take all organizational and technical measures required to guarantee the confidentiality and protection of personal data.
- 7.5. Gantner uses anonymized (non-personal) telemetry data collected from the G7 Connect Website and the Gantner Terminal to improve usage, for technical monitoring of device statuses (detection of faults and maintenance intervals etc.), as well as for statistical purposes.
- 7.6. The user can deactivate the transmission of telemetry data from the Gantner Terminal to the G7 cloud service independently via the device web interface of the G7 Connect.
- 7.7. For more detailed information on the processing of personal data when you use the G7 Connect cloud services, please refer to the privacy notice.

8. Place of Jurisdiction and Contact Information

- 8.1. The place of jurisdiction for any disputes arising out of this contract is the competent court at Gantner's registered office location (Feldkirch State Court, Austria). The contract is subject to Austrian law, to the exclusion of the conflict of laws regulations. Application of the UNCITRAL Convention of the United Nations on Contracts for the International Sale of Goods is excluded.
- 8.2. Gantner's contact information is available on www.gantner.com.

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