

Terms and conditions for system purchases and system-related services

1. Conclusion of the contract

The contract between the supplier and the customer is concluded upon dispatch of an order confirmation by the supplier or upon fulfillment.

2. Delivery dates

The delivery dates stated are non-binding. The customer must set the provider a reasonable deadline for performance before default occurs.

3. Transfer of risk

The risk of loss and damage to the goods shall pass to the customer upon delivery of the goods to the shipping partner selected by the supplier (risk of delivery). In the event of returns, the customer shall bear the costs and risk of accidental loss or accidental deterioration of the goods until they are handed over to the supplier (risk of return).

4. Commercial obligation to give notice of defects

The customer is obliged to inspect the delivered goods immediately and to notify the supplier in writing of any recognizable defects.

5. Invoicing

Invoicing shall take place upon delivery or provision of services. Payment terms shall be specified in the invoice. If no information is provided, the amount shall be due immediately without deductions. Unjustified cash discounts shall be reclaimed.

6. Payment and default

All payments by the buyer shall be made in US dollars to the provider's specified checking account, unless otherwise agreed. If the due date is exceeded, the provider is entitled to charge interest on arrears at the standard debit interest rate for business transactions.

7. Retention of title

The delivered goods are subject to retention of title and remain the property of the supplier until all claims arising from the contract have been paid in full. If the buyer fails to fulfill their contractual obligations, the supplier is entitled to withdraw from the contract and demand the return of the delivered item.

8. Warranty and compensation

The provider's warranty under a purchase contract is valid for 1 year from the transfer of risk. claims for damages by the buyer against the supplier are excluded regardless of the type of contract, unless there is intent or gross negligence on the part of the supplier. Furthermore, the

exclusion does not apply to legal defects, injury to life, limb, or health, or in the event that a guarantee of quality has been assumed.

9. Use of the software

The software may be used on systems that meet the system requirements. Installation or functional problems on individual computers do not constitute a software defect, provided that the software can be installed and run without errors on a comparable test computer.

10. Software license

The buyer will receive a personal license key for activating the software, which is non-transferable. In the event of sale or transfer of the software to a third party, all copies of the software must be uninstalled. The user may not make any changes to the software or decompile it.

11. Service

When purchasing a system, a service contract with a minimum term of 24 months must be concluded at the rate of your choice. This contract is automatically extended for a further 12 months unless one of the parties gives written notice of termination at least two months before the end of the contract. Service by the provider is provided during business hours. No service is provided on Luxembourg public holidays or on days when the company is closed.

12. Place of jurisdiction, applicable law

The law of the Grand Duchy of Luxembourg shall apply to this and all further contracts between the Provider and the Customer, excluding international private law, unless otherwise required by law.

13. Defense clause

Any deviating general terms and conditions of the customer are rejected.

14. Severability

Should any provision of this contract be or become invalid in whole or in part, or should the contract contain a loophole, the legal validity of the remaining provisions shall remain unaffected.

Contact details of the provider:

**SportMed SA -
Headquarters**
46, route de
Wasserbillig L-6490
Echternach
Luxembourg

SportMed SA - Sales Office
91, Esplanade de la Moselle
L-6637 Wasserbillig
Luxembourg

Service agreement on the reverse side

Service agreement for diagnostic systems and modules

1. Scope

The service agreement applies to all customers who purchase a diagnostic system or module from the provider or one of its distribution partners from the mobee® 360 platform, to automatically renewed contracts, and to new service contracts without simultaneous purchase of a system or module (re-entry).

2. Conclusion of the contract

The contract between the provider and the customer is concluded at the earliest when the provider sends an order confirmation.

3. Term, automatic renewal, termination

For initial purchases, the service agreement begins on the date of delivery of the systems or modules to which it relates. A minimum term of 24 months applies. The agreement is extended for a further 12 months upon expiry of the minimum term, unless it is terminated in due time before the expiry date.

4. Termination

The service agreement must be terminated in writing with 2 months' notice to the next expiry date. Termination within the minimum term is only possible at the end of the minimum term at the earliest. Termination always applies to all systems and modules grouped under a customer number ("LiSSy ID"). Partial termination of individual systems or modules is only possible if their use is permanently discontinued. In this case, the system or module will be technically deactivated by the provider.

5. Included services

The following services are available to the customer within the scope of the service agreement:

- Commissioning by remote maintenance (for new purchases)
- Guaranteed up-to-date status & software updates
- Telephone support with remote maintenance
- Issuing of support documents
- Access to the online customer portal (my mobee® Business Portal)
- Use of the mobee® 360 basic module
- Additional services and additional licenses according to the selected service plan (S, M, L). Subject to change.

6. Restrictions after termination

Upon termination, the following services will no longer be available on the agreement's expiration date:

- Guaranteed up-to-date status & software updates for the mobee® 360 basic module and all purchased software modules
- Telephone support with remote maintenance
- Issuance of support documents
- Other services in accordance with the selected service plan (S, M, L), in particular any additional licenses granted (additional activations).

The following services will remain available on a limited basis:

- Access to the online customer portal (my mobee® Business Portal) to a limited extent for managing software licenses
- Use of the mobee® 360 basic module and the purchased software modules in the version that was current on the expiration date.

7. Invoice components

In the M and L tariffs, the invoice consists of an annual basic fee and an annual fee per system/module. The fee per system/module depends on the number of systems and modules listed under a customer number (LiSSy ID). In the S tariff, there is no basic fee; instead, billing is based on the number of systems/modules.

8. Invoicing

Invoices are issued upon initial purchase with delivery and, in the event of renewal, annually in the month of expiry. The amounts are payable by bank transfer to the provider's bank account. Payment terms are specified on the invoice. If no information is provided, the amount is due immediately without deductions. Unauthorized cash discounts will be reclaimed.

9. Payment and default

If the due date is exceeded, the provider is entitled to charge interest on arrears at the standard debit interest rate for business transactions. To enforce its claims in the event of default, the provider reserves the right to limit services without the customer being able to assert the defense of non-performance of the contract in the event of a dispute.

10. Warranty and compensation

Upon expiry of the service agreement, the provider's warranty for the software modules purchased by the customer shall end, in particular the warranty for the compatibility of the software with newer operating systems and newer versions thereof. Error corrections, adjustments, and support services can only be provided if

the existence of a valid service agreement.

Warranty Claims for damages by the buyer against the provider are excluded, unless there is intent or gross negligence on the part of the provider. In addition, the exclusion does not apply to legal defects, injury to life, limb, or health, or in the event that a guarantee of quality has been assumed.

11. Use of software-related functions

The use of software-related functions that are provided on a tariff basis is only possible on systems that meet the system requirements of the software.

12. Availability

Telephone support is provided on a callback basis. To receive a callback, the customer can either leave a message by telephone, fill out the support form on the provider's website (www.mobee.eu/support), or submit a support case via the my mobee® Business Portal. The callback will be made as soon as possible. Telephone support by the provider is available on working days during the following business hours: Mon-Fri 9:00 a.m.-12:00 p.m. and 1:00 p.m.-4:00 p.m. . Luxembourg public holidays and on company holidays, no support will be provided.

13. Place of jurisdiction, applicable law

This contract and all further contracts between the provider and the customer are governed by the laws of the Grand Duchy of Luxembourg, excluding international private law, unless otherwise required by law.

14. Defense clause

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If you have any questions about the service agreement or extending the service contract, please contact our service team at info@mobee.de , +49 6561 69 77 1 72.