

Part B – Service-Specific Terms

Service-Specific Terms for 1NCE Fixers

(version as of January 2026)

1. 1NCE's service-specific performance obligations

1.1 With 1NCE Fixers, the Customer may instruct 1NCE to provide a variety of different IT-related consultancy and support services. The type, scope and quality (service level) of the 1NCE Fixers shall be set out in the relevant Order (which may also be designated as a "Statement of Work"). Such Services may relate in particular to the following:

- a) the provision of specialized know-how and consulting, especially on issues of software development and software configuration management in the fields of M2M/IoT applications; and
- b) supporting the Customer in the planning, preparation and implementation of related internal and external IT projects.

1.2 The Order may also contain further stipulations regarding the project plan including the communication of the parties in the project, e.g., regarding the contact persons, escalation processes and usual business hours within which 1NCE shall be available to the Customer to a reasonable extent for the purpose of coordinating the content and organization of the project.

1.3 In general, 1NCE shall be free to choose the place of performance of its Services. Insofar as the provision of the Services should in individual cases require the presence of 1NCE's employees or subcontractors at a specific location, 1NCE shall – to the extent possible in the ordinary course of business and after prior agreement of dates by the parties – provide the Services at such location agreed with the Customer.

1.4 Any changes to the Services, including in particular the addition of new requirements, shall (a) be jointly assessed by the parties as to their feasibility and commercial impact and (b) require mutual agreement by the parties in text form prior to their implementation.

2. Service-specific terms of use and cooperation obligations of the Customer

The Customer shall cooperate to a reasonable extent in order to enable 1NCE to provide the Services. In particular, the Customer shall:

- a) inform 1NCE comprehensively and accurately about all project-relevant IT systems used by the Customer and any other circumstances within the Customer's domain that could impact the proper provision of the Services, including any later changes to such IT systems or other circumstances;
- b) provide relevant responses and comments to information requests raised by 1NCE and actively participate in review meetings of the parties;
- c) keep 1NCE proactively informed during the term of the Order about any periods of significant unavailability (e.g., illness, holiday absences) of the Customer's contact persons designated by the Customer for the purpose of coordination in the project, and nominate their substitutes;
- d) grant 1NCE's employees and subcontractors access to the Customer's premises and IT systems as required and provide necessary technical equipment (e.g., power supply, internet access, etc.) for on-site appointments at the Customer's premises;
- e) insofar as the Services necessarily involve the use of software which the Customer obtains from third parties, ensure that the rights of use granted by the respective third-party licensor also permit such use of the software by 1NCE; and
- f) regarding the operation of the relevant IT systems used by the Customer, in particular computer programs, interfaces and data sources, meet the system requirements specified by 1NCE for the intended use of the Services.

3. Service-specific provisions on charges and expenses

3.1 The charges to be paid by the Customer are stipulated in the Order, usually either in the form of a lump sum or in the form of hourly or daily rates based on the effort involved. Unless otherwise agreed by the parties, such charges shall be determined by the Price List applicable at the time of concluding the relevant Order.

3.2 If the charges are calculated on the basis of a daily rate, this shall cover eight working hours. Any

working hours exceeding this on the relevant day shall be remunerated on an hourly rate basis at 1/8 of the daily rate in each case. In the case of any invoicing based on hourly rates, hours started shall be charged pro rata temporis. In all cases of Services remunerated through Consumption-based charges, 1NCE shall record its Services and the time spent in performance records and provide these to the Customer in each case as part of the invoicing process.

- 3.3 The Customer shall be obliged to reimburse 1NCE for any expenses incurred in connection with the provision of the Services. This includes, in particular, in the case of on-site appointments at the Customer's premises or those of third parties, travel expenses of the employee or subcontractor deployed by 1NCE in each case (e.g., costs of travel to and from the location, overnight accommodation, other expenses).

4. Service-specific provisions on contract term and termination

- 4.1 Unless otherwise agreed between the parties, the Order is concluded for an indefinite period and may be terminated by either party with a period of notice of two months to the end of a month.
- 4.2 The right to extraordinary termination for good cause and to termination in accordance with Section 627 BGB shall remain unaffected.

5. Rights of use as to work results

To the extent 1NCE creates certain work results within the scope of providing the Services, 1NCE shall grant the Customer, unless otherwise agreed in the Order, a non-exclusive right to use these work results from the time of their creation, which is unlimited in terms of time and space and which is neither sublicensable nor transferable.