Spinotti Industrial Service
Hofsteigstrasse 91 A-6858 Schwarzach, Austria

Cloud Software Usage Agreement (SaaS)
VisuBox IoT Smartbridge – Version 4 (English)

§ 1 Subject Matter of the Agreement

(1) This Software-as-a-Service agreement ("Agreement") governs the use of the cloud software in connection with the **VisuBox IoT Smartbridge** and applies to direct orders placed by the Customer.
(2) The software is operated by the Provider as a web-based cloud solution. For the duration of this Agreement, the Customer is granted access to the software operated on servers of the Provider or of a service provider commissioned by the Provider.
(3) The Customer is entitled to use the software for its own business purposes, to store and process data, and to integrate software elements (e.g. login interfaces) into its own systems.
(4) Deviating or additional terms and conditions of the Customer shall not apply unless expressly agreed in writing by the Provider.
(5) Where expressly agreed in the confirmed offer, this Agreement also governs the rental of an IoT Smartbridge and/or a mobile router. Rented hardware remains the property of the Provider.

§ 2 Conclusion of the Usage Agreement

(1) By placing an order for the cloud service or confirming an offer, the Customer submits a binding offer to conclude this Cloud Usage Agreement.
(2) The Agreement shall enter into force **upon the Provider issuing an order confirmation (OC) for the cloud fee**.
(3) Upon receipt of the order confirmation, this Cloud Usage Agreement shall be deemed concluded and legally binding.
(4) Use of the cloud service requires full payment of the agreed remuneration.

§ 3 Scope of Services

(1) The Provider shall make the software available to the Customer in its current version at the router output of the data center ("handover point"). The necessary computing capacity, storage space and data processing shall be provided by the Provider.
(2) The Provider does not owe the establishment or maintenance of the internet or data connection between the Customer's IT systems and the handover point.
(3) The software is operated exclusively on servers of the Provider or its service providers. The Provider grants the Customer a **non-exclusive, non-transferable and time-limited right** to use the software user interface for the duration of this Agreement.
(4) The server location shall be Austria or another member state of the European Union.

§ 4 Availability

(1) The Provider points out that restrictions to availability may occur which are outside the Provider's sphere of influence (e.g. force majeure, internet disruptions, actions of third parties).
(2) Such restrictions do not constitute a defect of the contractual service.
(3) The Customer shall report any malfunctions without undue delay and as precisely as possible.

§ 5 Data Protection and Data Backup

(1) The Provider shall comply with applicable data protection laws.
(2) The Customer grants the Provider the right to duplicate and secure data insofar as this is necessary for the performance of this Agreement.
(3) The Provider shall perform regular data backups. The Customer remains responsible for additional backups of its data.
(4) If personal data is processed on behalf of the Customer, a separate data processing agreement shall be concluded.

§ 6 Support

(1) A support case exists if the software does not fulfill the contractually agreed functions.
(2) Support requests shall be submitted with a detailed description via email or telephone.
(3) Support hours are Monday to Friday from 09:00 to 17:00 (excluding public holidays).

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§ 7 Remuneration

(1) The amount of remuneration, the billing period and the payment method shall be defined in the confirmed offer or order confirmation.
(2) **The cloud fee shall be invoiced for a period of 12 months in advance (prepayment) and must be paid in full prior to the start of each contractual term.**
(3) Billing of the cloud fee shall be based on the order confirmation and constitutes the contractual basis for the respective term.
(4) In the event of payment delay exceeding 14 days, the Provider shall be entitled, after prior reminder, to temporarily suspend access to the cloud service. The Provider's claim for remuneration shall remain unaffected.
(5) Upon renewal of the Agreement, the Provider shall be entitled to adjust the remuneration in line with general inflation.
(6) If any other price increase exceeds 10%, the Customer shall be entitled to terminate the Agreement at the end of the current contractual term.
(7) Monthly rental fees for rented hardware are set out in the offer or order confirmation. Cloud access is included for the rental period of the IoT Smartbridge. Rental of the mobile router includes the SIM card and mobile data plan unless otherwise agreed in the offer. Mobile network coverage and availability cannot be guaranteed. If the router is purchased, the Customer provides the SIM card and data plan. Router rental is charged in addition to Smartbridge rental or cloud fees.

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§ 8 Customer Obligations

(1) The Customer shall reasonably support the Provider in the performance of this Agreement.
(2) The Customer shall be responsible for fulfilling the technical system requirements.
(3) Access credentials shall be kept confidential and may not be disclosed to third parties.

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§ 9 Warranty

The statutory warranty provisions shall apply. Strict liability for defects shall be excluded insofar as legally permissible.

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§ 10 Liability

(1) The Provider shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
(2) In cases of slight negligence, the Provider shall only be liable for breach of essential contractual obligations and limited to foreseeable, typical damages.
(3) The Provider shall only be liable for data loss if such loss could not have been avoided by proper data backup.
(4) The Provider assumes no liability for damages resulting from remote access to systems or installations.

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§ 11 Customer Content

(1) The Customer is solely responsible for all content and data uploaded or processed using the software.
(2) The Customer shall indemnify and hold the Provider harmless from any third-party claims resulting from unlawful use.

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§ 12 Term and Termination

(1) The contractual term shall be **12 months starting from the date of the order confirmation pursuant to § 2**.

(2) The Agreement shall automatically renew for successive **12-month periods** unless terminated in text form at least **one month prior to the end** of the respective term.
(3) Upon renewal, the remuneration shall again be invoiced **12 months in advance**.
(4) The right to extraordinary termination for good cause shall remain unaffected.
(5) The IoT Smartbridge rental has a minimum term of two months. After the minimum term, it ends upon purchase or return of the device following agreed termination. If subsequently purchased, 50% of Smartbridge rental fees paid up to that date are credited against the purchase price specified in the offer. The mobile router rental term and termination conditions are defined in the offer or order confirmation. Rented devices must be returned at the Customer's expense in proper condition, excluding ordinary wear and tear. Terms for separately purchased cloud access remain unaffected.

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§ 13 Confidentiality

Both parties undertake to treat all non-public information obtained in connection with this Agreement as confidential, even after termination of the Agreement.

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§ 14 Assignment

Any assignment of rights and obligations under this Agreement shall require the prior written consent of the Provider. The Provider shall be entitled to engage third parties to perform contractual obligations.

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§ 15 Final Provisions

(1) Amendments and supplements to this Agreement must be made in text form.
(2) Should any provision of this Agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.
(3) This Agreement shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Provider:
Spinotti Industrial Service
Owner: Mathias Spinotti
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