

Terms and Conditions

1 AREA OF APPLICATION

This general terms and conditions shall apply for all our services and products (hereinafter together or individually referred to as MYNXG Digital Products and/or MYNXG Digital Services) provided by MyOmega Systems GmbH and its MYXNG affiliates (hereinafter together referred to as MYNXG) to Customers of MYNXG (hereinafter MYNXG Customer):

- MyOmega Systems GmbH, place of business Nuremberg, Neumeyerstrasse 28-34, Germany and registered under HRB 33290;
- MYNXG Technology GmbH, place of business Nuremberg, Neumeyerstrasse 28-34, Germany and registered under HRB 36379;
- MYXNG Services GmbH, place of business Neu-Isenburg, Friedhofstrasse 72, Germany and registered under HRB 29134;
- MYNXG Product GmbH, places of business Neu-Isenburg, Friedhofstrasse 72, Germany and registered under HRB 525081.

Unless otherwise agreed in writing between such MYNXG customer and MYNXG, MYNXG Customer accepts these terms and conditions by doing one of the following activities:

1. Download and/or use any content from MYNXG web services;
2. Sign any agreement with MYNXG;
3. Order, receive and/or use any MYNXG Digital Services and MYNXG Digital Products, or any component or part thereto;

This terms and conditions comprise the entire agreement between MYNXG and the MYNXG Customer. In case that any other written agreement between MYNXG and the MYNXG Customer conflicts with these terms and conditions, such terms from the other written agreement shall prevail these terms and conditions. Any additional or conflicting terms in MYNXG Customer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on MYNXG unless separately signed by MYNXG. MYNXG' failure to object to MYNXG Customers' additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2 INTELLECTUAL PROPERTY (IP)

Intellectual Property or IP, shall mean:

1. All information in form of drawings, architecture drawings, process drawings, ISO 27001 processes, system manuals, project management processes, architecture descriptions (AD), design specifications, industrial design drawings and diagrams, industrial symbols, icons and user interfaces, all kind of software including human machine interfaces (HMI) or user experience (UX), all software message sequence charts (MSC), all source code in whatever language, all object code, all user scenarios (US), all use cases (UC) and all whatsoever architecture specifications.

2. Hardware design including schematics, netlists, floor plans, printed circuit boards (PCB), PCB diagrams and layouts, the circuit diagrams and formats of the MYNXG Digital Products, including but not limited to MYNXG Edge Digital Product Family, MYNXG Extension Cards (EC), MYNXG Sense Digital Product Family or any sensor solutions in whatever form.
3. Algorithms for filter tuning, 2D and 3D image processing, 2D and 3D image processing with lasers, 2D image processing and 3D evaluations with cameras, infrared image processing, prediction of cavity filters including the inductive and capacitive coupling.
4. Algorithms for assignment of radio frequencies, time slots and bandwidths in capillary, wireless and cellular networks. Methods and algorithms to monitor, communicate with and manage MYNXG Digital Products, including without limitation to MYNXG Sense /Edge Digital Product Family within capillary, wireless and cellular networks.
5. Security algorithms, mechanisms and methods to protect embedded devices and gateways versus threats and to protect data at transport, rest and usage. Blockchain, Smart Contract, Process Editors and Business Process Modelling to manage Things within the Internet of Things (IoT) and Business to Business (B2B).
6. Methods for the management of gateways (including but not limited to the MYNXG Edge Digital Product Family), Bring your own Device (BYOD) mobile, devices (including but not limited to the MYNXG Sense Digital Product Family), sensors, actuators, mobiles and tablets including the business processes and methods within the Internet of Things (IoT), including but not limited to GSM, 3G LTE and 5G network technology.
7. Secure mobile applications, gateways (including but not limited to the MYNXG Edge Digital Product Family) and devices (including but not limited to the MYNXG Sense Digital Product Family) to control the access to sites, things, data and processes and the safety aspects according to ATEX and NEC 500/505 hazardous areas.
8. Analysis of IoT and B2B data via IoT and B2B processes and presentations of the information in whatever text, image, video and other media that show the technical content, represent business models and visualizes processes. Algorithms of the machine learning (ML) to analyze IoT and B2B data in whatever form.
9. All related marketing and communication materials that document the before listed content.

3 INTELLECTUAL PROPERTY RIGHTS (IPR)

Intellectual Property Rights or IPR, shall mean:

1. all Intellectual Property Rights including, without limitation, all database rights, rights in designs, rights in know-how, (i) patents and rights in inventions, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, ii) copyrights in works of authorship of any type (including copyrights in Software), mask work rights and design and industrial design (artwork) rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by applicable international treaties or conventions, all moral and common law rights thereto, and all other intellectual property rights associated therewith; (iii) trade secrets; (iv) trademarks; and (v) all other industrial and intellectual property rights arising from, or in respect to, Technology; in all cases whether registered or unregistered and including all rights to apply for registration and all other intellectual or industrial property rights in any jurisdiction, in any information, content, materials, data or processes contained) belong to the MYNXG and/or MYNXG affiliates or its licensed source.

2. All rights of above are reserved to MYNXG if linked to the MYNXG Platform Technology or as element or component thereof. All rights of MYNXG and/or MYNXG affiliates in such Intellectual Property Rights are hereby reserved.

4 INFORMATION

Information shall mean any information including, but not limited to all designs, design libraries, design rules and parametric information, floor plans, netlists, diagrams, drawings, specifications, ideas, concepts, know-how, business models, workflow, security models, samples, models, methods, processes, Software (SW) object code, SW source code, recipes, procedures, instructions, data, data files, reports, database tapes, test tapes and reports, mask reticles and supporting documentation, technology and/or all other technical or business information of any kind whatsoever, whether in tangible or intangible form, created or provided under this agreement.

5 MYNXG SYSTEM ARCHITECTURE AND USAGE OF THIRD-PARTY PRODUCTS

MYNXG owns the MYNXG Platform including all its software components. MYNXG utilizes 3rd Party and Open Source Software for the MYNXG Platform, Digital Products and Digital Services. MYNXG is licensing this 3rd Party and Open Source Software products under the terms and conditions of the respective technology providers of such 3rd Party and Open Source Software.

Examples of such 3rd Party and Open Source Software are listed as follows:

1. MYNXG Cloud for the MYNXG Core and Flow:
 - a. Products: Suse® CaaS Platform, Gemalto /Thales @SafeNetKey Secure, QT®.
 - b. Open Source SW: Transport Layer Security (TLS) SW, Hypertext Preprocessor (PHP) and Structured Query Language (SQL), plus Open Source SW components.
2. MYNXG Edge Gateways:
 - a. Products: Intel® Atom® Family of Products (Intel® Atom® E3845 or derivatives); Trusted Platform Modules (TPM) Infineon®;
 - b. Open Source SW: Linux® Operating System, Android® Technology and SW Components.
3. MYNXG Mobile Secure App, Open Source SW components: React Native Application Frameworks, Google® SafetyNet and Open Source SW components.
4. MYNXG Sense:
 - a. Products: ARM® and Tensilica® based Chipsets, Infineon® Trusted Platform Modules.
 - b. Operating System Kernel FreeRTOS, Sensor Components, Open Source SW Components.

6 FORCE MAJEURE

1. Force Majeure means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence and prudence the Party affected was unable to prevent, including but not limited to acts of God, strikes, lockouts, inability to obtain raw materials, delays or errors by shipping and/or installation companies, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.
2. For the avoidance of doubt, the following events are classified as Force Majeure events for MYNXG, for which MYNXG provides no Warranty and assumes no Liability towards the MYNXG Customer:
 - a. Technology Changes by a 3rd Party of any kind (including but not limited MYNXG suppliers), manufactures or technology providers, as described under 5 MYNXG SYSTEM ARCHITECTURE AND USAGE OF THIRD-PARTY PRODUCTS,
 - b. Change of Spectrum, in case of any changes towards frequency spectrums or in case that frequency spectrums are occupied through other services,
 - c. Free Internet Flow Disturbances and
 - d. Mobile Network Operator Outages if permanent due to structural changes, enforced by governance and/or by cybercriminal attacks,
 - e. Energy Black Outs to the MYNXG Platform Hosting (Data Centers) and/or Service Facilities.
3. If either party's due performance of the assignment is affected by any Force Majeure event, he shall give reasonable notice thereof to the other party and shall be under no liability for any injury, loss, damage or expense (direct or consequential) suffered by the other party due to the affected performance. Such party shall use reasonable efforts to avoid or overcome the causes affecting performance and shall fulfil outstanding performance when practical so to do.

7 CUSTOM MADE SOTFWARE (SW)

1. MYNXG owns the MYNXG® brand name (registered trademark), system, design and all specifications with all code elements of the MYNXG platform, the industrial designs, hardware (HW) and mechanics. MYNYG owns all modifications and extensions to the MYNXG platform, and in particular all modifications or improvements to the source code of the MYNXG Solution and/or MYNXG Platform occurring during this Agreement, and all intellectual property rights (IPR) and all intellectual property (IP) on whatsoever element of the MYNXG platform no matter which Party made such improvements or modifications to the MYNXG Solution and /or MYXNG Platform.
2. Custom Made SW, in case of MYNXG customer specific designed Use Cases, MYNXG customer specific designed components and/or MYNXG customer specific software modules and components. The MYNXG customer owns the MYNXG customer specific software modules and components. In such a case of MYNXG customer owned software, the MYNXG customer grants MYNXG a transferrable, unlimited, worldwide, make, buy, modify, lifelong and free distribution license to such software.

8 INTELLECTUAL RIGHT INFRINGEMENT

MYNXG shall not be liable for any infringement caused by the customer which orders specific MYNXG Digital Products or Digital Services. MYNXG shall not be liable for any infringements of those patents where not at least one patent or patent of the family of claims has been published as patent by the European patent authorities or the US patent authorities. MYNXG is entitled to modify the Digital Products and Digital Services in a way, that it will not infringe a patent claim against MYNXG anymore. All intellectual right infringement claims versus MYNXG shall be regulated in any case by 18 LIMITATION OF LIABILITY.

9 LICENSES

The MYNXG SW is licensed and not sold. This is the case for all MYNXG SW elements. These terms and conditions give the MYNXG Customer the limited rights to use the software according to the MYNXG Acceptable Use Policy (AUP). MYNXG reserves all other rights including all intellectual property rights (IPR) and rights on intellectual property (IP). MYNXG Customers may use the MYNXG Software only as expressly permitted herein and the MYNXG AUP. If MYNXG Customer provides any feedback or information about the MYNXG SW, MYNXG may use it without restrictions and compensations for the MYNXG Customer.

10 SPECIFICATIONS

MYNXG Digital Products may deviate from the MYNXG Architecture Descriptions (AD). MYNXG Digital Products may deviate from photos, or colors may deviate from AD's, or forms may deviate from industrial designs due to technical improvements or variation in production.

Schematics, chipsets or electronical schematics may be changed, and functionalities may deviate. In all such cases the products and software are to be functional and in line with the AD's if the key performance indicators (KPI) and the agreed technical functions are meeting the AD's.

MYNXG reserves the right to make at any time product and/or production changes. In such event MYNXG ensures that changes will not negatively affect form, fit or function of the products and their key performance indicators (KPI).

11 ERROR CORRECTION AND ACCEPTANCE

1. Regarding [Service Interruption](#), the following shall apply:
 - a. Categorization: Service Interruption are short periods of time in which the service is not provided or interrupted.
 - b. Scheduled Service Interruption: MYNXG is doing regular re-boots of the Edge/Sense, typical once per day and outside of business hours (as per paragraph 23 BUSINESS DAY AND HOURS), this re-boot can take up to 60s and is accepted as no error.
 - c. MYNXG has multiple automatic features implemented that are intended to repair services in case that service interruption might occur or to prevent service interruptions, those repair mechanisms might:

- i. reset the MYNXG Edge /Sense devices and/or
 - ii. take logging information out of the MYNXG Edge /Sense and/or
 - iii. call automatic background services at the MYNXG Core and/or
 - iv. repeat MYNXG User interactions with the intend to provide the MYNXG services.
 - v. Automatic repair features of MYNXG are accepted as feature and are no Error.
 - d. We measure via the General SLA KPI the Quality of Service (QOS) and ensure that the service quality in average for all devices is achieved, this are statistical methods based on QOS data.
 - e. Service Interruption that are not impacting the QOS and the General SLA KPI must be accepted and are no Error.
 - f. It is possible that single devices might be impacted by single service interruptions.
 - g. It might be possible that due to capacity bottlenecks of the mobile cellular network (active cell) the MYNXG Sense/ Edge cannot transfer the data to the cloud once or at recurring events, example: Football Stadium at Serving Cell.
 - h. It is accepted that non-re-producible events that do not occur frequently are categorized as Service Interruption and not as Error.
2. Regarding **3rd Party Errors**, the following shall apply:
 - a. Categorization: 3rd Party Errors are periods of time in which the service is not provided or interrupted due to functions that are outside the control of MYNXG.
 - b. MYNXG recommends the usage of cellular mobile communication (including but not limited to 5G, LTE, 3G, GSM) for the communication between Edge /Sense and the MYNXG cloud. This recommendation is based on the fact, that the mobile network QOS is managed by the Mobile Network Operator. MYNXG monitors the Mobile Network QOS and manages active the Edge/Sense QOS parameter.
 - c. MYNXG recommends the usage of MYNXG ISM Technology (Sub 1GHZ) for the communication between MYNXG Edge and Sense. MYNXG has implemented mechanisms to monitor and manage the ISM functionality with reliable QOS.
 - d. 3rd Party Error WIFI /LAN, in case the MYNXG customer wishes to use WIFI and private Local Area Networks (LAN) for the communication between the Edge /Sense and the MYNXG cloud, MYNXG will support this. Service interruptions caused by the WIFI and LAN are outside the responsibility of MYNXG and are not seen as error and/or part of the MYNXG QOS KPI's.
 - e. 3rd Party Error WIFI Interference, in case that the WIFI network interference is high, which is the typical case in urban- and/or business areas, and the service are interrupted this is seen as 3rd Party Error even if the WIFI Hotspot is provided by a MYNXG Edge /Sense.
 - f. 3rd Party Installation Errors, we describe in the MYNXG installation and operation instruction that MYNXG Digital Products are wireless and that the:
 - i. Rules for the placements of MYNXG Digital Products outside faraday caves (metal caves) and/or,
 - ii. Rules for the placement in relation to concrete walls (steel) must be kept.
 - iii. Errors caused by wrong operation and installation are 3rd Party Errors.
3. Regarding Error Handling, the following shall apply:
 - a. Categorization: errors will be handled according to MYNXG processes within 4 categories. The MYNXG customer shall classify severity reports with severity levels high, medium or low severity and report Hardware (HW) errors as independent category:
 - b. **High severity error**: The presence of high severity error implies that deliverables cannot substantially be used or have a major negative impact on the total MYNXG Platform operation at system level, system functionality, or system reliability regarding the MYNXG customer's systems.

- c. **Medium severity error**: the presence of medium severity error seriously affects functionality of the MYNXG Digital Services or Digital Products, but can be circumvented so that Digital Services and Digital Products can be used, or implies that a program or a function in the Digital Services and Digital Products cannot be used although other programs and functions remains unaffected, or implies that the Digital Services and Digital Products in total function but a certain function are somewhat disabled, give incorrect results or due not conform to the documentation or any agreed standards.
 - d. **Low severity error**: has not significant effect on the functionality of the licensed systems, programs or devices or the usability of the documentation.
 - e. **Hardware (HW) error**, is an error related to MYNXG Edge (Gateway), Sense (Thing) and Sensor HW, that has an impact on the defined functionality of the Digital Product. Impact means that the Digital Product is not operating or that the intended main functionality is disabled.
 - i. Handling errors like wrong supply voltage are no HW Error.
 - ii. MYNXG Digital Products contain tamper and safety intrusion detection. When a MYNXG Digital Product is opened it will be locked, this is no HW Error.
 - iii. Usage and lifetime related performance degradation as well as optical defects are not seen as HW Errors.
4. **High severity error**, MYNXG shall first create a temporary remedy in order to solve the critical situation and thereafter a final remedy. In case of Security Incidents, the following process is defined:
- a. The **Security Incident Response Team (SIRT)** managed by the MYNXG chief information security officer (CISO) will define an immediate response.
 - b. The **MYXNG SIRT** can reach at any time at the MYNXG customer, within 3 hours, the nominated authorized Administrator to take decisions including:
 - i. deactivation of services, users, MYNXG customer partners and
 - ii. to execute updates of systems as required.
 - c. In case of High severity errors, MYNXG claims the right to deactivate services to protect our MYNXG customers against security threats and/or to update systems as required.
 - d. MYNXG shall use its constant and best effort to complete the final and the temporary remedy as fast as possible.
5. Response and error correction times: excluding correction of HW errors, the correction of all other Errors will be handled according:
- a. **High severity errors** within confirm of receipt 24 hours, temporary remedy 96 hours, final remedy without HW 10 business days.
 - b. **Medium severity errors** within confirm of receipt 48 hours, temporary remedy 10 business days, final remedy without HW 20 business days.
 - c. **Low severity errors** within confirm of receipt 10 business days, final remedy within next scheduled release update.
6. Response and **error correction Hardware**:
- a. MYXNG will analyze the reported HW Error.
 - b. Corrections of Hardware and repair are regulated between the MYNXG customer and MYNXG according to individual regulations.
 - c. MYNXG claims the right to replace the Hardware with another Hardware, that is fit for purpose, in case that the End of Life has been reached.

12 OPEN SOURCE CLAUSE

MYNXG utilizes Open Source Software. Open Source Software means any software that is licensed under Open Source License Terms. As used herein, "Open Source Licensing Terms" means terms in any

license for software which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software (a "Work"), any of the following: (a) the making available of source code or design information regarding the Work; (b) the granting of permission for creating derivative works regarding the Work; or (c) the granting of a royalty-free license to any party under intellectual property rights regarding the Work. By means of example and without limitation, Open Source Licensing Terms include the following licenses or distribution models: the GNU General Public License (GPL) or Lesser/Library GPL (LGPL), the Artistic License (e.g. PERL), and the Open Software License.

13 DELIVERY TERMS

1. In the absence of any agreement to the contrary, deliveries to be made by MYNXG shall be obligations to deliver MYNXG Digital Products and Digital Services; they shall be deemed fulfilled at the time that the goods are handed to the shipper at the place of business of MYNXG or the production place at MYNXG.
2. Commencement of the delivery and completion periods agreed upon and/or compliance with the deadlines and schedule agreed upon shall be subject to the necessary technical details having been clarified in advance. This shall apply to the MYNXG customer's duties to cooperate. In the event of non-compliance with the schedule agreed upon, the MYNXG customer shall grant MYNXG a reasonable grace period for providing the MYNXG Digital Products and Digital Services thus owed. Grace periods shall be set out in writing.
3. If the MYNXG customer defaults in acceptance, MYNXG may demand reimbursement for customary storage costs as well as reimbursement for any other additional expenses in connection with the storage and maintenance of the MYNXG Digital Products and Digital Services to be delivered. In addition, the risk for any accidental loss or accidental deterioration of the MYNXG Digital Products and Digital Services shall pass to the MYNXG customer at the time that he fails to accept delivery. If the default in acceptance also constitutes a debtor's default at the same time, MYNXG shall be entitled to compensation for any damage caused to it as a result. Further statutory claims of MYNXG shall remain intact.

14 RETENTIONS OF TITLE

1. MYNXG Digital Products and Digital Services shall remain MYNXG property until such Products and Services have been paid for. In case of transactions with companies, we shall retain title to all delivered Digital Products until the MYNXG customer has paid all current and future receivables arising from the business relationship. This retention of title shall also comprise replacement, repair or exchange of MYNXG Digital Products and Digital Services, even if they have been used in assembly, because then they become minor components in the meaning of Section 93 of the German Civil Code (BGB). In case of cheque-and-bill processes, our retention of title shall also exist beyond the cheque payment until we are released from the bill-of-exchange liability. In the instance of a current business relationship, MYNXG shall retain title until the receipt of all payments arising from the existing current account relationship; the retention shall relate to the recognized balance.
2. In the instance where the MYNXG customer infringes the contract in the instance of payment default, we shall be entitled to recover the MYNXG Digital Products and Digital Services after the expiry of a set period without result. Recovery of such Digital Products and Digital Services shall be construed withdrawal from the agreement only if an appropriate period set by us has expired

without result, and withdrawal has been expressly declared. Cost that we incur as a result of recovery (particularly transportation costs) shall be borne by the MYXNG customer. We shall also be entitled to forbid the MYNXG customer to resell or process, combine or mix delivered MYNXG Digital Products and Digital Services to which we retain title, and to revoke the direct debit authorization. The MYNXG customer shall be entitled to demand the delivery of MYNXG Digital Products and Digital Services and Services recovered without express withdrawal declaration only after the full payment of the purchase price and all costs.

3. The MYNXG customer shall be obligated to treat the MYNXG Digital Products and Digital Services with care (including inspection and maintenance work required).

15 EXPORT LAWS

1. MYNXG has the sole right to not deliver any MYNXG Digital Products and Digital Services in case that the MYNXG customer and/or MYNXG customer business may violate the export rules of the Federal Republic of Germany or the European Community or any other similar export compliance regulations relevant for this agreement.
2. Export related information must be provided by the MYNXG customer. Any failure of the MYNXG customer to declare the place of business and the usage of MYNXG Digital Products and Digital Services in accordance with the export laws of the Federal Republic of Germany or any other similar export compliance regulations relevant will entitle MYNXG to full compensation of indirect and consequential damages.

16 USER OBLIGATIONS

1. Users of the MYNXG Digital Products and Digital Services (MYNXG User) must install and operate the MYXNG Digital Products (including but not limited to Edge (Gateways) and all Sense (Sensors)) according to the outlined MYNXG Installation- and Operation instructions and install and operate the Digital Products and Services in line with the specified way of working.
2. The MYNXG Edge Industrial, Edge Eco and Sense contain SIM cards which are mandatory for the operation of the Digital Products and Digital Services.
3. Intended Usage of MYNXG Digital Products and Digital Services.
 - a. MYNXG Edge Digital Products family shall communicate with the MYNXG Cloud directly.
 - b. MYNXG Sense Digital Product Family shall communicate directly or indirectly through a MYNXG Digital Product with the MYNXG Cloud.
 - c. User Equipment including but not limited to Mobile Phones / Tablets containing the MYNXG Mobile Secure App shall communicate with the MYNXG Cloud for the MYNXG Services.
 - d. MYNXG User registers to the MYNXG cloud using his/her username and password, and therewith shall comply with the Terms and Conditions, which he /she accepts as a result of such MYNXG User Registration.
4. The MYNXG User is defined as human person that uses the MYNXG Platform, MYNXG Digital Products and Digital Services and is making use of Services and Data managed and provided by the MYNXG Platform.

- a. The MYNXG User must register to the MYNXG Platform and provide true, correct and the full information about the MYNXG user's identity the correct first and second name, address and e-mail accounts for the exchange of information between the MYNXG Platform and the MYNXG User. MYNXG User must take care that he receives the e-mails that are sent to the MYNXG User e-mail account.
 - b. MYNXG User must take care and is sole responsible for his passwords and the confidentiality of his passwords.
5. MYNXG Users must comply to the MYNXG Acceptable Use Policy (the "AUP").
6. MYNXG Customers shall not move or change the position of the MYNXG Edge Product Family after the installation prior to written approval from MYNXG. MYNXG Customers shall not open MYNXG Digital Products. Failure to comply may activate the security /safety functions inside the MYNXG Digital Products and Services, initiate the deactivation and lock modes inside the Digital Product, as well as expire any Warranty or Liability rights of the MYNXG Customer.
7. MYNXG Customers allow MYNXG to download MYNXG SW to MYNXG Digital Products and the download of the MYNXG Secure Mobile Application to Mobile Devices. Failure to comply may cause malfunctions of the MYNXG Digital Products and Digital Services, risk failure of security functions inside as well as expire any Warranty or Liability rights of the MYNXG Customer.
8. MYNXG users enable the geolocation data option on their Mobile Devices to enable MYNXG Digital Service. Failure to comply may cause Digital Services degradations and risk data accuracy within the platform. In case that geolocation data cannot be recorded automatically MYNXG Users will provide the correct address where the MYNXG Digital Products are operated.
9. MYNXG users are responsible for escalating complaints about the MYNXG Digital Services and Digital Products, including but not limited to complaints on Service Levels, [Service Interruptions](#), [3rd Party Errors](#) and [Errors](#), via the MYNXG website at www.mynxg.com or any direct service channels agreed upon between MYNXG and the MYNXG Customer.
10. MYNXG users shall report any security related errors / issues /observations, by email to [CISO \(at\) mynxg.com](mailto:CISO@mynxg.com).

17 PRIVACY OF DATA

1. The MYNXG Data Privacy Policy (the "DPP") is applied for the handling of data. In providing the Digital Products and/or Digital Services, we act as a data processor for your personal data, we are acting compliant to the applicable data protection law of the European Union (EU) and in particular in accordance with the provisions of the European General Data Protection Regulation (GDPR).
2. Mandatory Personal Data of the MYNXG Users that are needed include:
 - a. the correct first and second name,
 - b. address and
 - c. e-mail accounts for the exchange of information.
3. MYNXG users provide data and/or information via the MYNXG Digital Products and Services.
 - a. MYNXG User must take care and is sole responsible for his passwords and the confidentiality of his passwords.
 - b. MYNXG claims the right, to reject MYNXG User password without enough level of security.
 - c. MYNXG claims the right to ask for Two Factor Authorizations, Fingerprints and/or additional PINs to enforce security.

4. MYNXG Digital Services receive data through the MYNXG Core Layer REST API.
5. MYNXG Digital Products process data and provide that data via communication interfaces.
6. The MYNXG User data is owned by the MYNXG User that provided the data. Any usage for any service must be authorized by the MYNXG User with the exemption of access through authorized MYNXG personnel. MYNXG will always inform the MYNXG User before enabling any use of data for any service.
7. MYNXG will provide privacy notice to the MYNXG User in accordance with the European General Data Protection Regulation (GDPR), (b) obtain any necessary consent from the MYNXG User for the collection, use, transfer, and storage of the information, (c) use and authorize others to access and use the information only for the purposes permitted by the MYNXG User, and (d) ensure the information is collected, used, transferred, and stored in accordance with applicable privacy notice and applicable law.
8. MYNXG may use employees, contractors and facilities in any place where an MYNXG entity or any subcontractor are located. Content and other data may be transferred to MYNXG facilities for data redundancy or other purpose or accessed remotely for such purpose. MYNXG will apply on all this procedure the data security rules as outlined under ISO 27001.
9. A party must (a) not disclose to any person, in any form or way, any information or documentation it receives under this agreement; and (b) keep it secure and protected to a reasonable level of care against loss, damage or unauthorized access. A party may only use or reproduce the information or documentation received to fulfil and manage its rights and obligations under this agreement.

18 LIMITATION OF LIABILITY

1. MYNXG liability for all claims under this agreement (including any indemnity) are limited to actual and direct damages that the MYNXG Customer incurred and is limited to 100% of the amount the MYNXG Customer paid for the MYNXG Digital Services and/or Digital Products received over the last 12 consecutive months of service.
2. For the avoidance of doubt, MYNXG is not liable for any of the following, under any claim or theory of liability, even if the other party knew it was possible or reasonably foreseeable: (a) lost profit, revenue, business, market share, use, production, contracts, goodwill, savings, lost or unauthorized access to content or data (including personal data); or (b) any special, indirect, incidental, punitive or consequential damage in any way.
3. The MYNXG Digital Products and Digital Services are tested and certified according to the valid product regulations at the date of title transfer to the MYNXG Customer. Any Digital Product- or Digital Service-related liability is limited to €1 million per case.
4. Damages related to breaches of confidentiality are limited to €1 million per case.
5. Damages related to bodily injury or death, are limited to the relevant laws of the Federal Republic of Germany, but only to the extent caused by the Indemnitor's negligent acts or omissions.

19 WARRANTY

1. Normal wear and tear, including but not limited to any expendable items that comprise part of the Digital Product, are excluded from Warranties. The MYNXG customer shall comply with the MYNXG Operating- and Installation instructions. Repair of MYNXG Digital Products shall be made by MYNXG personnel and/or by MYNXG trained and authorized persons. If the MYNXG customer violates any of these obligations and thus causes, directly or indirectly, defects, MYNXG will not accept any Liability.
2. MYNXG warrants that any MYNXG Digital Services and Digital Products each Product is free from defects in material and workmanship and will work as specified in the MYNXG Operating- and Installation Instructions, conditional to such MYNXG Digital Products and Digital Services being installed and operated according to such instructions.
3. Except for section WARRANTY Point 2 MYNXG does not warrant any performance or result of the MYNXG solution.
4. MYNXG does explicitly state that any Predictive, Data Enrichment, Re-ordering and/or Machine Learning (ML) solution offered as part of the MYNXG Digital Services predict the future through algorithms and/or predict and/or calculate a possible result. It is up to the MYNXG Customer to interpret and judge the suggested results. As such, the MYNXG Customer explicitly agrees to waive any warranty and liability rights for such Predictive Solutions, including but not limited to Predictive, Data Enrichment, Re-Ordering and/or Machine Learning (ML) solutions in the MYNXG Platform.
5. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the MYNXG Digital Products and Digital Services other than by MYNXG or its authorized representatives; (ii) MYNXG Customer's handling, using, storing, installing, operating and maintaining the MYNXG Digital Products and Digital Services in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) MYNXG Customer's discontinuing use of the MYNXG Digital Products and Digital Services after it has, or should have had, knowledge of any defect; (v) MYNXG Customer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at MYXNG' discretion, MYNXG Customer either removing and shipping the Product or non-conforming part thereof to MYNXG, at MYNXG Customer's expense, or granting MYNXG reasonable access to the MYNXG Digital Products and Digital Services to assess the warranty claims; (vii) MYNXG Digital Product and Digital Services not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) MYNXG Customer not being in default of any payment obligation.
6. The Warranties do not apply to any devices, equipment, products or services not provided by MYNXG under this Agreement. Any MYNXG Digital Product and Digital Service that is described as experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to MYNXG Customer "as is" with no warranties of any kind. MYNXG does not warrant or guarantee that any MYNXG Digital Product and Digital Service will be secure from cyber threats, hacking or similar malicious activity. MYNXG Digital Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by MYNXG Customer and/or end user against unauthorized access.
7. MYNXG Customer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Digital Products and Digital Services or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the MYNXG Digital Product and Digital Services after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

8. MYNXG Customer's sole and exclusive remedies for breach of the Warranties are limited, at MYNXG' discretion, to repair or replacement of the MYNXG Digital Product and Digital Services, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless MYNXG agrees otherwise in writing, MYNXG Customer will be responsible for any costs associated with: (i) gaining access to the MYNXG Digital Products and Digital Services ; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit MYNXG to perform its warranty obligations; (iii) transportation to and from MYNXG repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the MYNXG Customer or from their deteriorated condition. All exchanged MYNXG Digital Products and Digital Services replaced under this Warranty will become the property of MYNXG.
9. The Warranties herein are MYNXG' sole and exclusive warranties and are subject to the limits of liability in this agreement. MYNXG makes no other warranties, express or implied including, without limitation, warranties of merchantability or fitness for a particular purpose, course of dealing and usage of trade.

20 PRICING AND PAYMENT TERMS

1. Unless otherwise offered by MYNXG and/or agreed upon between MYNXG and the MYNXG Customer, all prices are valid for the earlier of, thirty (30) days or until acceptance by the MYNXG Customer, after which time they may be altered by MYNXG without notice to the MYNXG Customer.
2. Unless otherwise offered by MYNXG and/or agreed upon between MYNXG and the MYNXG Customer, all prices for MYNXG Digital Products and Digital Services are quoted exclusive of value added (VAT), exclusive customs duties, ex-works (EXW) as per 22 PLACE OF BUSINESS, exclusive of any sales, use, transaction and transfer taxes (and any related interest and penalties) imposed on, or payable with respect to other taxes and duties. The Digital Products are sold, and Digital Services are rendered subject to the prices and conditions ruling at date of issue of the invoice.
3. Unless the MYNXG Digital Products are to be commissioned or installed by MYNXG and/or MYNXG Services, prices quoted are ex-works and exclusive of packaging and excluding transportation.
4. MYNXG Customer shall pay any unchallenged invoices for MYNXG Digital Products and Digital Services, within fourteen (14) calendar days from MYNXG' invoice date. Payment currency is Euro. MYNXG Solution and/or MYNXG Platform pursuant to this Agreement.
5. All orders are subject to credit approval by MYNXG. MYNXG may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to MYNXG Customer's financial condition, MYNXG may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Late payments shall bear interest at an annual percentage rate of ten percent (10%) or the highest rate allowed by law, whichever is lower.
6. If MYNXG Customer disputes all or any portion of an invoice, it must first deliver written notice to MYNXG of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of MYNXG Customer to timely notify MYNXG of any dispute constitutes a waiver of MYNXG Customer's claim. If MYNXG Customer only disputes a portion of the invoice, MYNXG Customer must pay the undisputed portion. Upon resolution of the dispute, MYNXG Customer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

7. MYNXG may suspend work if an undisputed invoice is more than thirty (14) days past due. MYNXG may terminate this Agreement if an undisputed invoice is more than sixty (30) days past due. Unless prohibited by law, MYNXG may also terminate this Agreement immediately in the event of a material adverse change in MYNXG Customer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

21 DATA CONFIDENTIALITY

1. The MYNXG customer is instructed by MYNXG that the data collected in the course of entering into the contract may be collected, processed and used by MYNXG in accordance with the provisions of the European General Data Protection Regulation (GDPR) for the purpose of fulfilling its obligations under the contracts entered into with the MYNXG customer.
2. Such data may also be transmitted to affiliated companies of MYNXG or vicarious agents for the purposes of fulfilling the contract and for credit investigations.
3. The contracting parties undertake to keep confidential any and all commercial and technical information of the respective other party that they obtain or learn in the course of executing the contract provided that the respective other party has not disclosed such information publicly.

22 PLACE OF BUSINESS

The MYNXG Headquarters are located and the defined place of business, is the registered office of the company in D-90411 Nuremberg, Germany, Neumeyerstraße 28-34.

23 BUSINESS DAY AND HOURS

The business day means the regular working days Monday till Friday at the place of business (as per paragraph 22 PLACE OF BUSINESS). The business hours mean the regular business hours from 8:00 until 17:00 at the place of business (as per paragraph 22 PLACE OF BUSINESS).

24 APPLIED LAW

The Agreement, as well as any legal matters connected therewith, shall be governed by the law of the Federal Republic of Germany. Any legal case shall take place at the court of jurisdiction of Nuremberg.

25 SEVERABILITY CLAUSE

In the event of any clause contained in these Terms and Conditions or in the Agreement being declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability

shall in no way impair or affect any other clause all of which shall remain in full force and effect. The effected clause shall be replaced by a clause with the same legal spirit as the unenforceable clause.