



## General Terms and Conditions of 1NCE Inc. for IoT services (version as of 02/2024)

### 1. Scope of application

- 1.1 The following General Terms and Conditions (hereinafter referred to as "GTC") shall govern any and all contracts relating to the provision of mobile communications services for machine-to-machine (M2M) and Internet of Things (IoT) applications and related services (hereinafter altogether referred to as the "Services") concluded between 1NCE Inc., with its place of business at 1001 Brickell Bay Drive, Suite 2910, Miami, FL 33131 (hereinafter referred to as "1NCE") and the Customer.
- 1.2 The provision of the Services by 1NCE shall be carried out exclusively under the application of these GTC. The application of any terms and conditions of the Customer which contradict, deviate from, or supplement these GTC is excluded.
- 1.3 1NCE offers the Services exclusively to businesses for use in connection with the conduct of their business, including for use by the Customer in the provision of services to its end users. 1NCE does not offer the Services directly to consumers. Any use of the Services directly by non-business customers is prohibited. If the Customer intends to provide service to any state or local entity, the Customer shall provide advance notice to 1NCE of the government customer, the state and any legal or contractual obligations that may affect 1NCE. The Customer shall not use the Services to provide service to the federal government without prior written approval from 1NCE.

### 2. Conclusion of contract

- 2.1 The offers made by 1NCE regarding the provision of the Services are non-binding. Such offers do not constitute a binding offer to conclude a contract, but merely a request for the submission of an order by the Customer in accordance with 1NCE's offer.
- 2.2 As a general rule, the Customer places its order via the 1NCE web shop. However, 1NCE reserves the right, in individual cases, to also allow the Customer, upon a request of the Customer declared in written form (including by e-mail), to submit a completed and signed order form to 1NCE; however, the Customer is not entitled to claim such form of ordering. With its order, the Customer submits a binding offer to conclude a contract.
- 2.3 The Customer undertakes to only provide true

and correct information in the context of its order. 1NCE may utilize an online tax engine relying on customer details (e.g. billing and shipping addresses) to determine taxes. To facilitate this process, the Customer shall ensure the provision of accurate country, state, postcode, and street address information. Address changes are not possible after the order has been placed.

- 2.4 A contract is only concluded when 1NCE accepts the Customer's order by issuing an order confirmation or at the latest when 1NCE commences with the performance of the Services (i.e., activation of the IoT SIM).
- 2.5 Written form (including by e-mail) is sufficient for all declarations of the Parties referred to in this Section 2.

### 3. 1NCE's performance obligations / Right to modify

- 3.1 The Services include the following service elements offered as a singular service:
  - a) the provision of access to mobile communication for M2M/IoT applications with which the Customer can use low-bandwidth mobile data connections and additional network services as well as other related services. This is done through derivative allocation of a mobile number and an additional identification number (e.g., International Mobile Subscriber Identity [IMSI], Mobile Subscriber Integrated Services Digital Network Number [MSISDN], Integrated Circuit Card Identifier [ICCID]) as well as the provision of an IoT SIM card or an IoT SIM chip encoded with the allocated number (in these GTC in each case referred to as the "IoT SIM") to the Customer;
  - b) the provision of access to low-bandwidth mobile data communications services on the basis of existing agreements between the relevant mobile network operators in the United States and in other countries or territories specified in the Service Description;
  - c) the provision of additional network services and other related services, in particular including the possibility of receiving and sending SMS (Short Message Service) messages and the provision of a software-based connectivity management platform; 1NCE shall provide the Customer with access to this platform either

via a customer web portal or – provided that the Customer ensures full compatibility of its Customer systems within its sphere of responsibility – such access may be integrated by the Customer itself at its own expense into the Customer systems by using 1NCE’s application programming interfaces (APIs); and

- d) the provision of software services as further described in the Service Description.

The exact scope of the Services in accordance with this Section 3.1 shall be determined in each case by the [Service Description](#) attached to these GTC as an **Annex** (in these GTC in each case referred to as the “Service Description”). The Service Description may be subject to changes during the contract term in accordance with Sections 3.2 and 3.9 of these GTC. Changes will be communicated by 1NCE to the Customer as reasonably practical in advance, usually one month before the change becoming effective.

- 3.2 1NCE performs the Services within the boundaries of its technical and operational capabilities. The mobile communications services referred to in Section 3.1 lit. a) and b) of these GTC are enabled by 1NCE on the basis of wholesale services provided by licensed mobile network operators. 1NCE also uses subcontractors as technical service providers for the provision of individual parts of the additional network services and other related services referred to in Section 3.1 lit. c) and d) of these GTC. 1NCE expressly points out that the type and scope of such services of the respective mobile network operators, in particular the respective available transmission technologies and networks (e.g. discontinuation of a certain mobile transmission standard in a given country, see the respective most up to date version of the 1NCE Country Coverage List as per Section 2.3.1 of the Service Description), may vary. In addition, individual available transmission technologies may not enable the use of certain network services or other related services.. The Customer is solely responsible for the technical capabilities of its devices and its ability to connect to the respectively available transmission technologies and networks. This includes in particular the obligation of the Customer to reconfigure, if required, such devices accordingly in cases of changes to available mobile transmission standards in order to ensure that the relevant devices can continue to properly communicate on the basis of the mobile transmission standards that remain available. Due to local re-

quirements in certain countries, so called “permanent roaming”, the use of non-local IMSI resources after a designated period (such as 3 months) is not permitted or cannot be implemented in an economically justifiable manner. If a corresponding legal or official ban or corresponding requirements exist in a country, 1NCE is not obliged to provide mobile communications services via permanent roaming in this country.

- 3.3 1NCE’s obligation to perform is limited
  - a) to the lifetime of the IoT SIM in accordance with Section 3.5 of these GTC (hereinafter referred to as the “Lifetime”);
  - b) to a consumable data volume of 500 MB per IoT SIM; and
  - c) a volume of 250 SMS per IoT SIM, in which case a pro rata consumption of this volume takes place both by each SMS received (Mobile terminated – MT) and each SMS sent (Mobile Originated – MO) and 1NCE further expressly points out that the technical solution used by 1NCE only supports SMS transmissions between terminal device and server (both traffic directions), but not SMS transmissions between two terminal devices (the data volume referred to in lit. b) and the SMS volume referred to in lit. c), unless otherwise indicated, are hereinafter referred to individually and together as the “Quota” or the “Quotas”).

The Customer is entitled at any time to purchase additional Quotas for the relevant IoT SIM once or several times (see Sections 5.1 and 5.3 of these GTC); this can already take place before the complete use of an original Quota. The Lifetime of the relevant IoT SIM as such remains unaffected by the subsequent purchase of additional Quotas.
- 3.4 If one of the original Quotas (data volume or SMS volume) or another Quota subsequently purchased by the Customer is used up before the end of the Lifetime, the IoT SIM will be temporarily deactivated and can no longer be used until further notice. Upon receipt of payment of the charge for a Quota subsequently purchased by the Customer, any temporarily deactivated IoT SIM will be immediately reactivated by 1NCE. Additional Quotas can only be purchased in such a way that both a full data volume and a full SMS volume are purchased at the same time in accordance with Sections 3.3 sentence 1 lit. b) and c) of these GTC.
- 3.5 The Lifetime for the respective IoT SIM is 10 years and begins 3 months after the day on which 1NCE dispatches the IoT SIM, unless the Lifetime ends



earlier in accordance with Section 3.6 of these GTC or is extended by mutual agreement between the Parties in writing based on the then current terms. The period until the beginning of the Lifetime is also referred to as the "Grace Period". The activation of the IoT SIM takes place before the IoT SIM is sent to the Customer; the IoT SIM can therefore already be fully used during the Grace Period.

- 3.6 The Lifetime automatically ends early if
- a) within 18 months after 1NCE has notified the Customer in writing (including by e-mail) that the data volume or the SMS volume of the relevant IoT SIM has been used up before the end of the Lifetime, and the Customer has not subsequently purchased an additional Quota;
  - b) no data has been sent or no SMS has been received or sent by the relevant IoT SIM for a continuous period of at least 18 months. 1NCE will notify Customer at least 30 days in advance prior to any termination of lifetime;
  - c) the Customer has finally deactivated the relevant IoT SIM within the connectivity management platform provided by 1NCE; or
  - d) the Customer (culpably) violates these GTC, including by engaging in a prohibited use of the Services.
- 3.7 The IoT SIM is provided to the Customer as a sale; the IoT SIM therefore becomes the Customer's property when it is handed over to the Customer. The right of 1NCE (a) to deactivate or block the IoT SIM or (b) to make designated configuration changes to the IoT SIM or to download and install software updates on the IoT SIM by OTA (Over the Air) remote control for the purpose of continued service provision, as part of the Services and in accordance with the provisions of these GTC, shall remain unaffected and shall continue for the entire term of the contract. From the time of transfer of risk, the Customer bears the risk of accidental loss or accidental deterioration of the IoT SIM. In particular, 1NCE is therefore not obliged to replace a IoT SIM that has been lost or damaged or rendered unusable due to circumstances not attributable to 1NCE. All Quotas are also linked to the use of the specific IoT SIM provided. Therefore, in the case of sentence 4, 1NCE is not obliged to transfer any remaining Quota that cannot be used anymore to another IoT SIM or to make any other reimbursement to that effect.

Unless otherwise agreed between the Parties in writing (including by e-mail), CIP Incoterms® 2020

shall apply when sending IoT SIMs to delivery addresses of the Customer.

- 3.8 **DISCLAIMER OF WARRANTIES AND LIABILITIES.** CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY 1NCE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO THE SERVICE LEVEL AS DEFINED IN THE SERVICE DESCRIPTION, 1NCE DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA USED BY THE CUSTOMER; THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR THAT THE PRODUCTS AND SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND WIRELESS COMMUNICATIONS. 1NCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. 1NCE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE FAILURE OF THE CUSTOMER OR ITS END USER TO SECURE COMPLIANCE MENTIONED IN SECTION 4.3 OF THESE GTC IN THE RELEVANT JURISDICTION IN WHICH THE IOT SIM SHALL BE USED. 1NCE SHALL NOT BE LIABLE TOWARDS THE CUSTOMER OR ITS END USER FOR DISABLING MOBILE CONNECTIVITY FOR THE IOT SIM IF 1NCE IS MANDATED TO DISABLE SUCH MOBILE CONNECTIVITY PURSUANT TO ORDERS OR INSTRUCTIONS FROM GOVERNMENTAL AUTHORITY OR PURSUANT TO COURT ORDERS. Liability for damages is limited in accordance with the provisions of Section 8 of these GTC.
- 3.9 For operational reasons and/or reasons of technological development, 1NCE shall be entitled to change the specifications and functionalities of the Services and to adapt the Service Description accordingly, provided that the respective change



does not reduce or impair the essential performance characteristics of the Services. This may also result in changed system requirements to be observed by the Customer (see Section 4.6 of these GTC). Sentences 1 and 2 shall apply mutatis mutandis if third parties from whom 1NCE obtains underlying services necessary for the provision of the Services change their services, in particular with regards to the future unavailability of a certain mobile transmission standard in a given country. The same shall not constitute a relevant reduction or impairment of the essential performance characteristics of the Services as long as a higher-bandwidth or at least the next lower-bandwidth mobile transmission standard remains available in the country affected by the change.

3.10 The provision of the Services by 1NCE is otherwise subject to the provisions of these GTC and applicable laws and regulations.

#### **4. Terms of use / Cooperation obligations of the Customer**

4.1 The Customer may only use the Services in accordance with these GTC, the Service Description, and, where applicable, further agreements with 1NCE or its affiliated companies, for its own purposes or as an integral part of an IoT solution provided by it to third parties (end users).

4.2 The Customer is not permitted to make the Services available to third parties for their sole use or to otherwise pass them on directly to third parties without the prior permission of 1NCE. In particular, the Customer is not entitled to act as a provider of telecommunications services using the IoT SIMs made available to it for use and to offer mobile communications services, switching or interconnection services to third parties.

4.3 The Customer shall comply with all applicable laws and regulations governing the Customer's use of the Services at the respective place of use, including but not limited to telecommunications and data protection regulations (e.g. data processing, data security, and data export laws). The Customer is responsible for obtaining any necessary approvals and/or registrations for clearances, consents, approvals, licenses and permits from the authorities or government agencies if such is required for the use of the Services and/or the device in which the IoT SIM shall be used. The Customer shall procure that its end users comply with any of the aforementioned requirements. The Services may not be used abusively or in any other illegal manner in violation of applicable federal or

state law, nor may they be used in violation of these GTC. In particular, the Customer shall not and shall procure that its customers, agents, sub-contractors and employees shall not transmit information with illegal or immoral content or to refer to such content.

4.4 1NCE shall be entitled, in the event of a breach by the Customer of the obligations incumbent upon it in accordance with Section 4.3 of these GTC, to suspend and/or terminate the Services at the Customer's expense, without the Customer being exempted from the obligation to pay the agreed charges in this respect. Non-observance of local regulations may result in disconnection of the IoT SIM.

4.5 The Customer undertakes to comply with the system requirements for the use of the Services specified in the Service Description and to comply with the cooperation obligations specified in these GTC and the Service Description. To the extent non-observance of the system requirements in accordance with sentence 1 by the Customer can have a detrimental effect on network operation, in particular on network security or network integrity (e.g. in the case of operation of non-network-compliant terminal devices by the Customer), 1NCE shall in particular be entitled to block the relevant IoT SIM; any further rights and claims of 1NCE shall remain unaffected. The Customer is further obliged

- a) to notify 1NCE's customer service without undue delay of the loss of the IoT SIM provided to the Customer;
- b) to notify 1NCE without undue delay in writing (including by e-mail) of any change in its name or company name, legal form, address or invoice recipient, or to have a third party authorized to do so notify 1NCE accordingly (see also Section 2.3 sentence 3 [second half] of these GTC);
- c) to keep personal access data (such as passwords) confidential and to change them without undue delay if it is suspected that unauthorized persons may have gained knowledge of them, and to ensure that only authorized users are permitted access the platform according to Section 3.1 lit. c);
- d) to make backup copies of all Customer data used in connection with the Services at reasonable intervals in order to enable lost or destroyed Customer data to be restored with reasonable effort; and



- e) in the event of a request for information addressed to 1NCE by authorities or courts in connection with the Services, to provide 1NCE without delay with the information requested by 1NCE in relation to the Customer and, in particular, to transmit to 1NCE documents and information necessary so that 1NCE can comply with the relevant request for information.
- 4.6 In the event the Services are intended to be used to monitor and/or control critical infrastructure or other organizations and facilities of major importance, Customers are strongly advised to ensure the availability of all available Radio Access Technologies (RAT), networks, and bearers in the device used. To prevent service interruptions, the Customer should, where possible, ensure that at least one fallback RAT is always accessible.
- 5. Charges / Objections of the Customer**
- 5.1 The Customer shall pay the charges agreed between the Parties in accordance with Section 2 of these GTC for the Services. Within the framework of the conclusion of the contract, the Customer may choose between different payment methods offered by 1NCE. Unless otherwise agreed between the Parties, the charges to be paid by the Customer for the purchase of additional Quotas in accordance with Section 3.3 sentence 2 of these GTC shall be determined by the price list of 1NCE valid at the time of this purchase.
- 5.2 Unless otherwise agreed, all charges are to be paid by the Customer in advance (prepaid). Payments by the Customer must be made within 14 days of receipt of the invoice at the latest.
- 5.3 The IoT SIM shall not be activated for the first time and dispatched until 1NCE has been able to record the complete receipt of payment both for the charge attributable to the IoT SIM (this includes the purchase price for the IoT SIM and the fees for the respective original Quota) and any additional charge owed by the Customer (e.g., for the dispatch of the IoT SIM). Also, the reactivation of a temporarily deactivated IoT SIM (see Section 3.3 sentence 2 of these GTC) will only take place as soon as 1NCE has been able to record the complete receipt of payment with regard to an additional Quota purchased by the Customer at a later date.
- 5.4 If the Customer orders several IoT SIMs within one order, the activation and dispatch of all ordered IoT SIMs in accordance with Section 5.3 of these

GTC will only take place as a whole when 1NCE has been able to record the complete receipt of payment for all charges relating to the ordered IoT SIMs. 1NCE is not obliged to provide partial deliveries; therefore, no activation or dispatch of partial quantities of ordered IoT SIMs will take place.

- 5.5 All charges shall be in USD plus any applicable federal, state or local taxes and fees (which shall also be borne by the Customer). Any taxes, levies, duties and similar charges incurred outside the United States in connection with the Services shall be borne by the Customer. The Customer is responsible for import clearance and shall cover any applicable charges, customs duties, and taxes at the country of destination.
- 5.6 The Customer may only set off payment claims asserted by 1NCE against counterclaims which are undisputed or have become res judicata. The same applies to any rights of retention asserted by the Customer.

**6. Contract Term / Termination**

- 6.1 The term of this contract shall commence upon the effective date and continue for an indefinite period of time until terminated by either party.
- 6.2 The contractual relationship in respect of each individual IoT SIM may be terminated without cause by
- a) the Customer at any time without period of notice; and
  - b) 1NCE with a period of two weeks' notice, but not before the end of the Lifetime.
- 6.3 1NCE may terminate this contract without prior notice for good cause, including for material breach of this agreement.
- 6.4 Any outstanding charges remain unaffected by the termination of the contractual relationship. No compensation for any unused Quota that may still exist at the time of termination of the contract with regard to the relevant IoT SIM shall be payable to the Customer.
- 6.5 Any termination must be made in writing (including by e-mail) in order to be valid.

**7. Rights of use / IP rights of third parties**

- 7.1 To the extent 1NCE provides the Customer with software for use within the scope of the Services, 1NCE grants to the Customer a non-exclusive right to use the software for the duration of the respective contract term. This right of use is not



transferable and subject to the restrictions resulting from these GTC, the Service Description and the [Terms of Service](#). Further rights to use the software are not granted to the Customer. Similarly, the Customer shall not be granted any rights to edit the software unless such rights are required by mandatory law.

7.2 If, in respect of the rights of use referred to in Section 7.1 above, a violation of third-party intellectual property rights is asserted or threatened to be asserted, 1NCE shall be entitled, at its own discretion and expense, to secure the Customer's right of continued use or to modify the software in order to prevent infringements of intellectual property rights or to temporarily cease the provision of the software. Any claims of the Customer are excluded to the extent that the infringement relates to an unauthorized modification of the software by the Customer or its other use by the Customer in violation of the provisions of these GTC, the Service Description and the Terms of Service.

## 8. Liability

Any liability of 1NCE for damages and/or reimbursement of expenses arising from or in connection with the contractual relationship between 1NCE and the Customer shall be subject to the following limitations:

### 8.1 Liability of 1NCE and the Customer

EXCEPT AS EXPRESSLY PROVIDED IN THESE GTC, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THESE GTC OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER. The foregoing limitation of liability and exclusion of damages shall apply (1) even if a party had or should have had knowledge, actual or constructive, of the possibility of such damages, (2) whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, and (3) notwithstanding any failure of essential purpose of any limited remedy herein.

### 8.2 Customer Indemnification to 1NCE

To the fullest extent permitted by applicable law, the Customer shall defend, indemnify, and hold harmless 1NCE and its respective directors, officers, employees, agents and representatives from and against any and all losses arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action of every kind (regardless of whether or not such losses are caused in part by a party indemnified hereunder) arising out of or related to failure of the Customer to comply with any law, including the failure to pay taxes, duties, or fees, damage to any property resulting from and/or caused by the Customer in connection with the performance or non-performances of the Customer's obligations under this contract; or negligence, recklessness, willful misconduct, fraud or bad faith of the Customer.

### 9. Limitations to performance obligations: Force Majeure / Reservation as to availability of supplies

9.1 Neither party shall be liable for the fulfilment of its obligations if such fulfilment is prevented by force majeure. This includes events which are unforeseeable, irresistible and beyond the parties' control, particularly including severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemics, pandemics, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, sabotage, interruptions of energy supply, expropriation by governmental authorities.

9.2 1NCE's obligation to perform is also subject to the proper and timely availability of supplies with products or advance performances provided by the suppliers of 1NCE. However, this shall be subject to 1NCE having concluded with due care a congruent covering transaction with the respective supplier and the improper or untimely supply being not attributable to a fault of 1NCE. Products or advance performances in the sense of sentence 1 shall include, but are not limited to, services or transmission lines procured by 1NCE from other suppliers of telecommunications services, supplies of hardware or software or other technical services from third parties (e.g. electricity supplies).

### 10. Data Protection / Confidentiality

10.1 The parties undertake to process any personal data transferred to them by the respective other



party in the context of establishing and implementing the contractual relationship in accordance with the applicable legal provisions, in particular the provisions of federal or state privacy or data protection laws.

- 10.2 The parties also undertake to treat all other confidential information of the other party that the receiving party becomes aware of in connection with the contractual relationship as strictly confidential and not to disclose such information to any third party for an unlimited period.
- 10.3 1NCE uses the payment service provider Stripe Payments Europe Ltd, The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland (hereinafter referred to as "Stripe") for payment processing (see Sections 5.1 and 5.2 of these GTC). All (personal) data provided by the Customer during the payment process will be processed by Stripe and in some cases also be collected directly by Stripe. For further information on Stripe's data protection, the Customer may refer to Stripe's privacy policy, which is currently available at: <https://stripe.com/de/privacy>.
- 10.4 1NCE points out that it uses the usage data arising within the framework of the implementation of the contractual relationships with all customers in anonymous and aggregated form for its own statistical purposes. This is done for the purposes of network capacity planning as well as for continuous quality assurance and improvement of the services provided by 1NCE.
- 10.5 The Customer acknowledges that it is solely responsible for implementing appropriate security measures for any data transmitted through the use of the Services. Customer is solely responsible for any loss due to the loss or compromise of data through the use of the Services. 1NCE will use commercially reasonable efforts to maintain safeguards designed to protect the confidentiality and integrity of the data transmitted through the use of the Services, and to prevent unauthorized access.

## 11. Notices

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, on the same business day.

## 12. Amendment of these General Terms and Conditions

- 12.1 1NCE shall be entitled to unilaterally amend these GTC – to the extent they are included in the contractual relationship with the Customer as appropriate or necessary in response to a change of law or court rulings or other market conditions, in particular technical conditions, and the amendment preserves the equivalence of performance and consideration.
- 12.2 To the extent 1NCE intends to make an amendment to these GTC exceeding the above, 1NCE shall notify the Customer of this in writing (including by e-mail) at least one month before the amendment becomes effective. The Customer is entitled to terminate the contractual relationship with effect from the effective date of the relevant amendment. If the Customer does not terminate within one month after receipt of the amendment notification from 1NCE, the relevant amendment shall become an integral part of the contract at the time it becomes effective. 1NCE shall inform the Customer of this legal consequence in the amendment notification.

## 13. Final provisions

- 13.1 The Customer may only assign or transfer claims, rights or obligations arising out of the contractual relationship to a third party after prior consent of 1NCE in writing (including by e-mail).
- 13.2 1NCE shall be entitled at any time to have the Services rendered in whole or in part by affiliates or by subcontractors. In this case, however, 1NCE fully remains responsible for the provision of the Services in relation to the Customer.
- 13.3 If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions.
- 13.4 The law of the state of Florida shall apply to these GTC and all legal relations between 1NCE and the Customer, excluding the provisions governing conflicts of laws.
- 13.5 The Customer agrees to resolve all disputes in a court of appropriate jurisdiction located in Miami-Dade County, Florida. The Customer consents to the exclusive jurisdiction and venue of courts located in Miami-Dade County, Florida. Both parties waive their right to a trial by jury.