

Terms of use MobiTour

Status: July | 2025

§1 Scope

- (1) The following Terms of Use of IT Kompetenz GmbH (hereinafter referred to as “Terms”) shall apply between IT Kompetenz Gesellschaft für innovative Informationstechnologien mbH, as a member of the corporate group ALVARA | Digital Solutions, software provider and operator of the Application Service Provider (ASP) product MobiTour including online connectivity (hereinafter referred to as the “Provider”), and the respective user (hereinafter referred to as the “Customer”). These Terms govern the operation and temporary provision of software of the IT programs or data service portals made available within the ASP operation against a usage fee (hereinafter also referred to as “ASP Product”), unless otherwise agreed in writing.
- (2) Any terms and conditions of the customer that conflict with these terms and conditions are expressly excluded, unless the provider has agreed to them in writing.
- (3) The following appendices form part of the terms and conditions: ANNEX service specifications, ANNEX data processing agreement, ANNEX service level agreement in their current form.

§2 Service content

- (1) With the ASP product, the Customer receives the technical means and the authorization to access the Cash Center software Pecunia hosted by the Customer via the software application MobiTour through a backend interface, which is hosted on a central server by the Provider, using WLAN/GMS. The Customer may use the functionalities within the scope of the underlying agreement. For this purpose, the Provider makes the ASP product including the backend interface available for the Customer’s use.
- (2) The scope of services used by the customer is specified in the order confirmation or the associated contract.
- (3) The scope of functions and services of the ASP products (Annex service specifications) is provided to the customer in the currently valid version with the offer and thus also becomes part of the contract. The service description exclusively and conclusively defines the obligations of the provider with regard to the performance (so-called target quality) of the ASP products. Further obligations of the provider are only assumed by the latter in the form of express, written additional agreements between the customer and the provider.
- (4) For the ordered ASP product, the Customer will be provided with a separate user account for each driver.
- (5) The customer is responsible for ensuring that their IT environment meets the hardware and system software requirements defined by the provider in the system requirements.

- (6) If implementation support by the provider is required, this must be agreed separately, as must training for the customer's employees. The provider's current fee schedule applies in this regard.
- (7) The provider is entitled to engage sufficiently qualified third parties to fulfill his obligations.

§3 Right of use

- (1) The customer receives the non-exclusive right, limited to the term of the underlying contract, to access the ASP product via a telecommunications connection and to use the functionalities associated with the ASP product via a browser in accordance with these terms and conditions. This also includes the general interfaces listed in the LEI annex. The customer shall not receive any further rights, in particular to the ASP product, the software application, or the operating software.
- (2) The customer is authorised to allow third parties commissioned by him (e.g. cash-in-transit companies) to use the ASP product and to make it accessible to them. This authorisation applies only within the scope of use as defined in §1 (1)
- (3) The customer is not permitted to modify, reproduce, sell, or transfer the ASP product or parts thereof to third parties for a limited period of time, and in particular may not rent or lend it.
- (4) In any case where the customer knowingly allows unauthorized third parties to use the ASP products, the customer shall pay damages in the amount of one year's basic fee. The customer reserves the right to prove that no damage or significantly less damage has been incurred. The provider remains entitled to claim further damages.
- (5) In the event of unauthorized use, the customer must immediately provide the provider with all information necessary to assert claims against the user, in particular the user's name and address.
- (6) If the contractual use of the ASP products is impaired by third-party property rights through no fault of the provider, the provider is entitled to refuse the services affected by this. The provider shall inform the customer of this immediately and enable the customer to access their data in an appropriate manner. In this case, the customer shall not be obliged to pay the fee for the month in which the impairment occurred. Other claims or rights of the customer remain unaffected.

§4 Obligations of the provider

- (1) Within the limits of its technical and operational possibilities, the Provider shall provide the Customer with the standard services defined in the attached service description (ANNEX service specification), with the availability stated in Section 4.8, in an operational state. The ASP product is considered operational when the Provider has notified the Customer of its activation (i.e., access to a functioning ASP product).
- (2) The Provider assigns the Customer an administrator ID and password for server login. The Customer generates individual user IDs and passwords necessary for continued use of the ASP products. Each user can change their password at any time. Within their general area of responsibility, each user is responsible for ensuring that the user ID and password are only used by persons authorized to access the contracted software and related data.
- (3) The Provider updates the ASP product, especially if required due to significant changes in legal or other binding provisions. The usual scope of such updates is

additionally specified in the service description (ANNEX service specifications). The Customer has no claim to specific update timing or frequency.

- (4) The Customer has access to a telephone hotline service in accordance with the agreed Service Level Agreement (ANNEX Service Level Agreement).
- (5) The Provider rectifies software errors that occur in the current ASP software version in accordance with the specifications in the agreed Service Level Agreement (ANNEX Service Level Agreement).
- (6) Not included in the contractual scope of services is compliance with archiving obligations, e.g., for commercial or tax-related long-term data storage, for which the Customer is responsible.
- (7) The Provider shall make the ASP product available to the Customer on working days from 06:00 to 22:00 (available usage time). Exceptions to this are the contractually agreed periods of planned unavailability (cf. 4.9). Access outside the stated usage times (also during data backup) is possible, but there is no legal entitlement to it.

The following periods are also considered part of the available usage time:

- a) Disruptions in or due to the condition of the infrastructure not to be provided by the Provider or his vicarious agents;
 - b) Disruptions or other events not caused by the Provider or one of his vicarious agents, such as the unavailability of the internet connection at the Customer's premises;
 - c) Minor impairments of the suitability for contractual use.
- (8) The Provider is entitled to maintain, service, and perform data backups on the software and/or hardware systems outside the times specified in 4.8 (available time). If such services must be performed during available times, these times must be agreed with the Customer in text form. For compelling reasons, the Customer shall not unreasonably withhold consent. If and to the extent that the Customer is able to use the ASP product during times of planned unavailability, there is no legal entitlement to such use. Should there be any reduction or suspension in performance during this period, the Customer is not entitled to warranty claims or claims for damages.
 - (9) Unavailability exists if the agreed functionalities are otherwise unusable.
 - (10) Upon termination of the contract, the Provider is not obligated to retain or back up the Customer's data. The Customer may receive an extract of his data in electronic form in exchange for a separately agreed fee.

§5 Obligations and Duties of the Customer

The use of the ASP product requires a mobile scanner with internet access.

The provision of these prerequisites — including telecommunication services and transmission from the service handover point to the devices used by the Customer — is not part of this contract and is the sole responsibility of the Customer.

The Customer shall fulfill the obligations necessary for the performance and execution of the underlying agreement. In particular, the Customer shall:

- (1) Pay the agreed fees on time. For each returned or unredeemed direct debit, the Customer shall reimburse the Provider for the costs incurred, to the extent that the Customer is responsible for the cost-incurring event.

- (2) Protect the user and access authorizations assigned to him or his users as well as identification and authentication safeguards from access by third parties and not pass them on to unauthorized users.
- (3) Ensure that all commercial protection and copyright rights are respected (e.g., when uploading texts and data from third parties to the Provider's server).
- (4) Obtain the necessary consent from the respective data subject if personal data is collected, processed, or used within the use of the ASP products and no statutory basis of permission applies.
- (5) Refrain from attempting, either personally or through unauthorized third parties, to access information or data without authorization, or to interfere with programs operated by the Provider, or to access the Provider's data networks without authorization.
- (6) Indemnify the Provider from all third-party claims arising from illegal use of the ASP products by the Customer or with the Customer's approval, or from data protection, copyright or other legal disputes connected with the use of the ASP products. If the Customer becomes aware or should become aware of such a violation, he is obliged to inform the Provider without delay.
- (7) Check data and information for viruses before sending them and use virus protection programs that are state of the art.
- (8) Reimburse the Provider for expenses incurred during troubleshooting (cf. ANNEX service specifications) if it turns out that there was no fault in the Provider's technical facilities and the Customer could have recognized this through reasonable troubleshooting.
- (9) Ensure that the users authorized under Section 3.2 also comply with the relevant provisions listed in the SLA (ANNEX Service Level Agreement) for using the ASP products.

§6 Offers, Conclusion and Duration of Contract, Termination

- (1) The Provider's offers are non-binding and subject to change unless otherwise stated in the offer. The Customer's acceptance of the Provider's offer constitutes a legally binding offer to conclude a contract.
- (2) The Customer is bound by his offer for two weeks from receipt by the Provider. The contract is concluded if an order confirmation by the Provider is sent within the offer period.
- (3) If the content of the order confirmation deviates from the Customer's offer, the information contained in the order confirmation becomes the content of the contract, unless the Customer objects to the order confirmation in writing within three days of receipt. An order placed by a representative without power of attorney is deemed approved unless the order confirmation is objected to in the same manner.
- (4) The contract comes into effect upon signature by both contracting parties or upon dispatch of the order confirmation (cf. 6.2) and is concluded for a period of one year, unless otherwise stated in the order confirmation.
- (5) The underlying contract is automatically extended by one additional year if it is not terminated in writing by either contracting party with a notice period of three months before the end of the contract term.
- (6) The right to terminate for good cause remains unaffected.

- (7) All terminations under this contract must be made in writing.

§7 Prices

- (1) For setup and usage, setup fees, base fees, transaction-based fees, or flat-rate fees apply.
- (2) Prices result from the order confirmation or the underlying contract.
- (3) The precise billing modalities are derived from the order confirmation or the underlying contract.
- (4) All prices are stated in euros and are subject to the applicable statutory value-added tax on the date of invoicing, unless otherwise agreed in writing.
- (5) Price changes for usage remain reserved. The Provider shall inform the Customer about price changes three months in advance.

If the adjusted prices exceed the change in the nominal index J62 "Provision of Information Technology Services" according to the publications of the Federal Statistical Office in Wiesbaden by more than 1.5 percent, the Customer is entitled to terminate the underlying contract with one month's notice before the price change takes effect. The termination must be made in writing.

§8 Payment Terms

- (1) The usage fees are to be paid either at a flat rate or based on actual usage (cf. 7.2).
- (2) The billing of the individual contract components is carried out in accordance with the order confirmation or the underlying contract.
- (3) Unless a direct debit procedure has been agreed upon, the invoice amount must be credited to the account specified in the invoice no later than the tenth day after receipt of the invoice, unless otherwise agreed in the order confirmation or the underlying contract.

§9 Default

- (1) During a payment default by the Customer of a not insignificant amount or for two consecutive months, the Provider is entitled to block access to the ASP product. In this case, the Customer remains obliged to pay the usage fees incurred.
- (2) If the Customer:
 - a) is in default for two consecutive months with the payment of the fees or a not insignificant portion thereof, or
 - b) is in default with payment of fees over a period extending more than two months, in an amount equal to the average fee of two months,

then the Provider is entitled to terminate the contract without notice and to demand immediate payment of lump-sum damages in the amount of €500 per ASP product.

- (3) The damage amount may be set higher or lower if the Provider proves a higher or the Customer a lower actual damage.
- (4) The assertion of further claims due to payment default remains reserved for the Provider.

- (5) If the Provider is in default with making the ASP product operational, liability is governed by Section 11. The Customer is only entitled to withdraw from the contract if the Provider fails to comply with a reasonable grace period set by the Customer.

§10 Non-Contractual Use of ASP Products

- (1) The Provider is entitled to block access to the ASP product and its data in the event of unlawful violation by the Customer or users appointed by him of any essential obligation set forth in this contract, especially those listed in Section 5. Access will only be reinstated once the violation of the essential obligation has been permanently remedied and/or the risk of recurrence has been eliminated by submission of an appropriate cease-and-desist declaration subject to penalty to the Provider.
- (2) If a culpable breach by the Customer exists in the cases of Sections 9.1 and 9.2, the Customer shall be liable for the costs incurred for blocking or deleting access. The assertion of further damage claims remains reserved for the Provider.
- (3) In the event of an unlawful violation of the obligations specified in Section 5.6 by a user, the Customer shall, upon request, immediately provide the Provider with all information necessary to assert claims against the user in text form, in particular the user's name and address.

§11 Liability

- (1) The liability of the Provider for all damages caused by its legal representatives and vicarious agents is limited to intent and gross negligence. This applies in particular to the timeliness, correctness, completeness, or quality of the underlying data and measurement standards.
- (2) In the event of injury to life, body, or health, the Provider shall be liable without limitation.
- (3) Otherwise, the Provider shall only be liable if it violates an obligation the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the Customer regularly relies (so-called cardinal obligation). In such cases, liability is limited to compensation for the foreseeable damage typical for the contract. Liability for a single damage event is regulated in ANNEX Service Level Agreement.
- (4) The strict liability of the Provider for damages (§ 536a BGB) due to defects existing at the time of contract conclusion is excluded. Sections 11.1 and 11.2 remain unaffected.
- (5) Liability under the provisions of the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

§12 Force Majeure

- (1) The Provider is released from the obligation to perform under the underlying contract if and to the extent that the non-performance of services is due to the occurrence of circumstances of force majeure after conclusion of the contract.
- (2) Circumstances of force majeure include, for example, war, strikes, civil unrest, expropriations, fundamental changes in the law, storms, floods, and other natural disasters, as well as other circumstances not attributable to the Provider, in particular water intrusion, power failures, and interruptions or destruction of data-carrying lines.

- (3) Each contracting party shall immediately notify the other party in text form of the occurrence of a case of force majeure.

§13 Data Protection and Data Security

- (1) The provisions of the Data Processing Agreement (ANNEX) and its specifications "Specifics of Data Processing Online Platform webAmis" apply.
- (2) The Provider does not carry out any control of the data and content stored for the Customer with regard to the legal permissibility of the processing. This responsibility lies solely with the Customer. This applies particularly if the Customer enriches the processed data with personal data not covered by the AVA.
- (3) The Customer agrees to the transmission of contractually required information (e.g., counting specifications, Bundesbank reports, etc.) to other participants in the cash cycle (e.g., Bundesbank, payment recipients). However, the Provider is entitled, within the framework of data protection regulations and for the duration of the underlying contract, to process and use the Customer's data (e.g., billing data for invoicing services to the Customer).
- (4) The Provider shall take technical and organizational security precautions and measures in accordance with the annex to Art. 32 GDPR.
- (5) The Customer is generally not entitled to demand access to the premises in which the software application, server, operating software, and other system components of the ASP products are operated. This does not affect access rights of the Customer's data protection officer after prior written notice to verify compliance with the requirements of the annex to Art. 32 GDPR and the legal and contractual handling of personal data by the Provider in the context of ASP product operations under this contract.

§14 Further regulations

- (1) The Provider is entitled to list the Customer as a reference customer in a reference list, for example as part of the ALVARA website.
- (2) The ASP products are protected by copyright for the Provider or its cooperation partners. The Customer is prohibited from creating the software or parts thereof or using it as a template for own developments. This obligation is unlimited in time.
- (3) The transfer of usage rights is subject to full payment of the agreed usage fees.
- (4) The Customer may only transfer the rights and obligations from this contract to third parties with prior written consent of the Provider. The Provider, however, is entitled to transfer the rights and obligations from this contract to a group company within the meaning of §15 of the German Stock Corporation Act (AktG).
- (5) The contracting parties undertake to treat confidentially any trade and business secrets that they – including their vicarious agents – obtain during contract negotiations or performance.

This obligation does not apply to information, knowledge, and experience that:

- a) are demonstrably generally known without breach of this confidentiality obligation,
- b) were already known to the parties before receipt of the information,
- c) were received from a third party without obligation of confidentiality, or
- d) were demonstrably developed independently.

- (6) The law of the Federal Republic of Germany shall apply.
- (7) Place of jurisdiction is Leipzig
- (8) Amendments or supplements to the underlying contract must be in writing and signed by both parties.
- (9) The Provider is entitled to make changes to the service description, the SLA, or these Conditions and other provisions supplementing the underlying contract. The Provider will only make such changes for good cause, in particular due to new technical developments, changes in case law, or other equivalent reasons. The Provider shall inform the Customer about such changes three months in advance. The Customer is entitled to terminate the contract due to the aforementioned changes with one month's notice before the effective date of the change. The termination must be made in writing.
- (10) In case individual clauses of this agreement are wholly or partially invalid, such provisions shall be reinterpreted, supplemented, or replaced in a way that the intended economic purpose of the invalid provision is achieved. The same applies in case of contractual loopholes.

Service specifications webAmis

Status: July | 2025

§1 WebAmis

The application MobiTour (MobiTour APP) by IT Kompetenz Gesellschaft für innovative Informationstechnologien mbH provides the capability to synchronize tour plans from the cash center software Pecunia in near real-time to mobile Android scanner devices used by drivers.

Access via the MobiTour APP to the data hosted in the Customer's cash center software Pecunia is convenient and secure.

Drivers of the cash-in-transit company thus have access in near real-time to all tour-related information stored in the Customer's Pecunia software. A constant online connection of the scanner hardware on which the MobiTour APP is installed is a mandatory requirement for this.

This setup allows flexible and individual management and loading of tours and last-minute orders. The loading and unloading of scanners is done online via the MobiTour APP. Additionally, the receipt of containers and handover receipts can be viewed at any time.

§2 Scope of Services

- (1) **Integration Capability:** The MobiTour APP communicates, with appropriately online-capable hardware, through backend components with the Pecunia cash center software of the existing system environment of the cash center. For driver authentication, the ICC driver authentication system can be activated. Driver licenses can then be created and managed using the Interactive Cash Control (ICC) software by ALVARA Digital Solutions GmbH. This requires a separate access agreement for the ICC software.
- (2) **User Management:** Users of the APP are granted access by the provider. This access consists of a freely selectable identification feature and password.
- (3) **ASP Operation (Application Service Providing):** The provision of the online interface for the MobiTour APP is ensured via operation in certified data centers with 24/7 monitoring. To use the MobiTour APP, the Customer must procure a mobile scanner with Android operating system. To utilize the online interface, this device must additionally be equipped accordingly.
- (4) **Functions of the webAmis Platform:**

Tour Start

- a) Login of drivers and assignment of positions for the tour
- b) Vehicle selection
- c) New tagging of NFC tags
- d) Acknowledgment of load



Stop Handling

- a) Scanning stops, including (ICC) driver authentication
- b) Container handover and receipt
- c) Closing or rejecting stops, and adding internal transport tasks
- d) Adding unplanned stops
- e) Drop-offs at intermediate stops via the “transfer stop” function

End tour

Create receipts

Unlock operations

- a) Enter locking codes
- b) Device unlocking
- c) Emergency unlocking

Configure Printer and Print Copies

§3 System Requirements

The system requirements are regularly updated and published with the release notes.

ANNEX
Service Level Agreement
As of: July | 2025

Preamble

This Service Level Agreement (SLA) describes the provider's response and intervention services about fault reports and software troubleshooting in accordance with the software rental agreement and/or software maintenance agreement.

§1 Service levels

- (1) The following service levels are provided on the basis of the associated software rental agreement and/or software maintenance agreement:
 - a) Hotline,
 - b) Documentation and recording of the fault reports,
 - c) Response to fault reports,
 - d) Measures for temporary fault rectification or mitigation of the fault and,
 - e) Measures for final fault rectification.
- (2) The services owed under this SLA are provided solely for faults related to software errors in ASP products from IT Kompetenz GmbH. No service levels are owed for hardware faults including data center connections. However, the provider will accept fault reports and forward them to the data center operator.

§2 Hotline & E-Mail Support

- (1) The hotline includes the provision of an email inbox, a service telephone number, and the availability of a provider employee to receive fault reports and support requests. If no employee is available to take calls, a voicemail box is available.
- (2) Hotline support services:
 - a) Hotline availability: Monday to Friday between 8:00 a.m. and 5:00 p.m. (excluding national public holidays and public holidays in the Free and Hanseatic City of Hamburg)
 - b) Communication is in German
- (3) E-Mail Support services:
 - a) Email availability: Monday to Friday between 8:00 a.m. and 5:00 p.m. (excluding national public holidays and public holidays in the Free and Hanseatic City of Hamburg)
 - b) Communication by email is in German and English.
- (4) In the event of a telephone or email enquiry, fault reports and support requests are recorded in a ticket system in accordance with §4. Where possible, the customer will receive initial assistance and advice on how to remedy or mitigate the reported fault.

§3 Levels of Urgency

- (1) The urgency level is “high”:
 - a) in case of a database outage,
 - b) in case of data loss,
 - c) in case of significant impairments to the database’s security
- (2) The urgency level is “medium”:
 - a) in case of unavailable or severely limited availability of booking-relevant, automated interfaces without adequate alternatives
 - b) in case of unavailability of payment transaction functionalities
- (3) The urgency level is “low”:
 - a) in all cases of faults not mentioned in §3 points 1 and 2.

§4 Documentation and recording

- (1) Fault reports are recorded in the provider's internal ticket system, specifying the type and scope of the reported faults. The further progress of the fault rectification is also recorded, showing the measures taken and the respective status of the fault rectification.
- (2) When receiving fault reports via hotline, the following information is recorded:
 - a) Name and company of the user (customer employee);
 - b) time of the call;
 - c) contact details of the user for feedback;
 - d) urgency assessment by the user.
- (3) The following information is recorded in the fault clearance status:
 - a) Person handling the fault report;
 - b) Details of the measures taken to temporarily and permanently rectify the fault, including the respective times;
 - c) Time and content of feedback from the provider or user.
- (4) Entries in the ticket system can be made available to the user upon request.
- (5) High- and medium-priority faults must be reported via hotline and followed up in writing.

§5 Response to fault reports

- (1) The response to fault reports includes documentation in accordance with §4 and, if necessary, initial assistance and advice on remedying or mitigating the reported fault in accordance with §2 point 4, as well as initiating the necessary or appropriate measures to determine the cause of the fault and notifying the user.
- (2) The response is as follows:
 - a) for faults with a “high” urgency level, within one hour;
 - b) for faults with a ‘medium’ urgency level, within four hours;
 - c) for faults with a “low” urgency level, on the next working day.
- (3) The provider may adjust the urgency level if the actual fault does not meet the originally assigned category.

- (4) Response time begins after logging is complete. It is extended by any delay caused by lack of cooperation by the user or other circumstances within the user's responsibility.

§6 Temporary Fault Resolution and mitigation of the disruption

- (1) Temporary fault resolution or mitigation includes measures to provide alternatives or limited functionality until final resolution. These include paper-based, fax, or email processes. No temporary measures are owed for Low urgency faults. If final resolution occurs within the timelines of §6.2, temporary measures are not owed even for High or Medium urgencies.
- (2) The timeframes for temporary troubleshooting and mitigation measures are as follows:
 - a) Eight hours for faults classified as "high" urgency;
 - b) Fourteen hours for faults classified as "medium" urgency
- (3) The times for these measures begin at the same time as the start of the response time in accordance with §5 point 4.

§7 Final Fault Resolution

- (1) Final resolution includes all necessary or appropriate actions to restore the functionality of the ASP product webAmis in accordance with the service description. This may include technical improvements or new releases.
- (2) The timeframes for final fault resolution are as follows:
 - a) two weeks for faults classified as "high" urgency;
 - b) four weeks for faults classified as 'medium' urgency;
 - c) eight weeks for faults classified as "low" urgency.
- (3) The times for the measures to permanently remedy the fault begin at the same time as the start of the response time in accordance with §5 point 4.

§8 User obligations to cooperate

- (1) The user must protect their IT systems and connected components with industry-standard up-to-date antivirus software against data loss, viruses, trojans, and other harmful programs.
- (2) The customer is also obliged to protect the software from unauthorized access.
- (3) Following a reported fault, the customer must ensure at least one staff member familiar with the ASP product is available for phone and email contact. Additional staff must be made available upon request to enable prompt fault resolution. These persons must follow the provider's instructions.

§9 Compensation for damages

- (1) If the provider fails to comply with the times specified in §5 to §7, the customer may claim fixed compensation. This consists of the right to reduce the fee in accordance with the following table for the month in which the fault was not rectified within the promised time or the response time was exceeded.

(2) Level of urgency	Reduction in fee for failure to meet deadline
High	100 %
Medium	50 %
Low	10 %

- (3) This fixed compensation shall be sufficient to settle all claims arising from the breach of obligations by the provider under this Service Level Agreement.