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LEGAL DOCUMENT

General Terms and Conditions for the Delivery and Provision of WLAN and VPN Technology

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> ! Translated with AI from German. Only the **German version** is legally valid.

Table of contents

General Terms and Conditions for the Supply and Provision of WLAN and VPN Technology 2
1 Scope of Application 2
2 Subject Matter of the Contract 2
3 Delivery and Establishment of Operational Readiness 3
4 Availability 3
5 Cooperation Obligations 3
6 Prohibited Activities 4
7 Blocking of Access to the Hotspot 5
8 Remuneration 5
9 Modifications to Rental Devices; Change of Installation Location 6
10 Maintenance Obligation of the Provider; Customer's Rights in Case of Defects 6
11 Limitation of Liability 7
12 Contract Term, Termination of the Lease Agreement 8
13 Return 8
14 Reference Advertising 8
15 Miscellaneous Provisions 9

General Terms and Conditions for the Supply and Provision of WLAN and VPN Technology

of ASCEND GmbH, Wilhelm-Spaeth-Straße 2, 90461 Nürnberg

1 Scope of Application

1.1 The following general terms and conditions for the supply and provision of hotspot technology shall apply to the installation and operation of a local wireless internet access (hereinafter referred to as "hotspot" or "hotspot network" or "hotspot network system") for use by private end users ("users"), as well as to the provision of corresponding network equipment and the performance of related services by ASCEND GmbH, Wilhelm-Spaeth-Straße 2, 90461 Nürnberg (hereinafter referred to as "provider" or "operator") vis-à-vis the customer (hereinafter referred to as "customer").

1.2 Conflicting general terms and conditions of business, purchasing, or ordering of the customer shall only be binding if the provider explicitly and in writing agrees to their applicability. Any standard reference by the customer to its own general terms and conditions is hereby objected to.

2 Subject Matter of the Contract

2.1 The setup and operation of the hotspot shall, in principle, be provided exclusively for use by private end users ("Users") for private internet browsing, unless another type of use arises from the Provider's offer. The Provider shall not be obliged to provide the hotspot in a manner suitable for other purposes, in particular those based on a use as set out in Clause 6. Furthermore, the Provider shall not be obliged to provide the hotspot for the establishment of encrypted connections by the User with third-party systems (tunnel-in-tunnel).

2.2 The Provider shall provide the leased devices specified in the offer and, where included in the offer, shall install the network devices and ensure their operational readiness. No further services shall be owed beyond this.

2.3 The transmission speed of communication devices connected to the hotspot network shall be significantly influenced by local factors. The Provider shall be responsible for the technical freedom from defects of the devices provided and the Provider's infrastructure. Where the offer contains details on the performance of the connection (transmission speed in MBit/s), these details refer to the performance and efficiency values of the technical equipment of the network technology provided by the Provider and the IT structures in the Provider's data centre. The Provider shall not be responsible for the connection of devices to the hotspot network or for a specific bandwidth of the connection to the hotspot.

2.4 The subject matter of the contract for the provision of network devices shall be the lease of the devices specified in the Provider's offer (hereinafter "Leased Devices") for the contract term stated in the offer. The Leased Devices shall be provided exclusively for the setup and operation of a hotspot network for use by end users. Any use of the Leased Devices for other purposes shall be excluded. In particular, the Customer shall not be entitled to allow third parties to use the Leased Devices.

2.5 Where the Provider's offer includes VPN routing, the Provider shall assign a VPN controller operated in the Provider's data centre to the Customer's connection, to which the Customer's connection shall be established. The further connection to the internet shall then be made via the Provider's internet connection. The speed of the Customer's connection to the internet shall be determined by the maximum capacity of the VPN controller. This shall be specified in the Provider's offer. In this case, the Provider shall only be obliged to provide the bandwidth specified in the offer. Unless otherwise agreed, the maximum data transmission rate for upload and download shall be 20 MBit/s each.

3 Delivery and Establishment of Operational Readiness

3.1 The Provider delivers the leased equipment specified in the offer to the installation location stated in the offer. The Provider is responsible for the installation of the leased equipment and establishes operational readiness. No further services are owed beyond this. In particular, the Provider is not obliged to connect the Customer’s technical devices to the hotspot network.

3.2 The delivery of the leased equipment and the establishment of operational readiness take place at the time specified in the offer.

3.3 Prior to the delivery of the leased equipment, the Customer must ensure the spatial and technical prerequisites communicated to them in a timely manner by the Provider, which are necessary for the installation and establishment of operational readiness of the leased equipment.

4 Availability

The Provider ensures that the hotspot network is fundamentally operational 24 hours a day, seven days a week with an average annual availability of 96%. Excluded from this are downtimes due to maintenance and updates, as well as periods during which the hotspot network cannot be provided due to technical or other issues outside the Provider’s sphere of influence (force majeure, third-party fault, etc.). If the Provider anticipates that downtimes for maintenance and updates will last longer than three hours, the Provider will notify the Customer at least three days prior to the start of the respective work.

5 Cooperation Obligations

5.1 The Customer shall handle the leased equipment with care and protect it from damage. The Customer shall ensure that the leased equipment is protected at the installation site against weather conditions and, in particular, against lightning strikes in accordance with the manufacturer’s specified requirements, and that the facilities to which the leased equipment is mounted are sufficiently earthed to protect against surge damage.

5.2 The Customer shall ensure the proper use and correct operation of the leased equipment by sufficiently qualified personnel. The Customer shall comply, to the extent reasonable, with the maintenance, care, and operating instructions provided by the Provider, in particular the instructions contained in the supplied operating manuals or documentation.

5.3 The Customer is not authorized to remove, alter, or render unrecognizable any markings, labels, numbers, or inscriptions on the leased equipment.

5.4 The Customer shall grant the Provider's employees and authorized representatives free access to the leased equipment during regular business hours for maintenance and repair work. In doing so, the legitimate security interests of the Customer shall be safeguarded.

5.5 The Customer shall support the Provider in performing its services at its own expense to a reasonable extent. For this purpose, the Customer shall, if necessary, also provide climbing equipment and safety devices (e.g., ladders, lifting platforms, or similar) in accordance with the technical rules for operational safety issued by the Committee for Operational Safety of the Federal Ministry of Labour and Social Affairs, to enable the safe execution of work on the leased equipment.

5.6 During the term of the agreement, the Customer shall designate in writing a responsible person who possesses all necessary decision-making authority and powers required for the performance of the contractual relationship.

5.7 The Customer shall monitor any symptoms and malfunctions affecting the operation of the leased equipment and the hotspot network and shall support the Provider, within its capabilities and to a reasonable extent, in identifying the causes of such malfunctions. If necessary, the Customer shall instruct its employees to cooperate with the Provider or its authorized representatives.

6 Prohibited Activities

6.1 Where commercial use of the hotspot by users has been agreed within the scope of contractual use, any use remains prohibited if users offer or advertise for a fee via the hotspot network content, services, products, or activities with a commercial background, such as competitions, prize draws, barter transactions, securities trading, commodity futures trading, advertisements, or pyramid schemes. Furthermore, any electronic or other collection of identity and/or contact data, such as email addresses, or the unsolicited sending of emails to recipients constitutes impermissible use.

6.2 No activities may be carried out via the hotspot network that violate applicable law, infringe the rights of third parties, or contravene the principles of youth protection. This includes, in particular, the posting, dissemination, offering, and advertising of pornographic content, content violating youth protection laws, data protection law, and/or other legal provisions, and/or fraudulent content, services, and/or products; the use of content that insults or defames third parties; the use, provision, and dissemination of content, services, and/or products that are legally protected or encumbered with third-party rights (e.g., copyrights) without the necessary rights for such use having been granted.

6.3 Regardless of any potential violation of the law, no activities may be carried out via the hotspot network that are aimed at the dissemination of viruses, Trojans, and other harmful files; the sending of junk or spam emails as well as chain letters; or the dissemination of lewd, offensive, sexually explicit, obscene, or defamatory content or communication, or content or communication that is likely to promote or support racism, fanaticism, hatred, physical violence, or unlawful acts.

6.4 No activities may be carried out via the hotspot network that constitute harassment of third parties, for example, by repeatedly contacting individuals personally without or against the recipient's response, or that request third parties to disclose passwords or personal data for commercial or unlawful purposes.

6.5 No activities may be undertaken via the hotspot network that are likely to impair the smooth technical operation of the hotspot network, in particular activities that excessively strain the provider's system.

7 Blocking of Access to the Hotspot

7.1 The Provider is entitled to block access to the hotspot network in whole or in part, or to block individual users, either temporarily or permanently, if there is concrete evidence that the terms of use and/or applicable law have been or are being violated, or if the Provider has another legitimate interest in the blocking. In deciding on a blocking measure, the Provider shall duly consider the legitimate interests of the Customer.

7.2 In the event of temporary or permanent blocking, the Provider shall inform the Customer without undue delay, specifying the reasons relevant to the blocking.

8 Remuneration

8.1 The customer shall remunerate work performed to achieve operational readiness. This includes, in particular, the conception, measurement and preparatory work to determine local conditions, the pre-configuration, delivery and installation of the rented equipment, its installation and on-site configuration, work required for the laying of cables, as well as the instruction of the customer and its personnel. Adjustments and/or modifications to the rented equipment made at the customer's request shall also be remunerated separately, unless they are necessary for the maintenance or repair of the rented equipment or to ensure its contractual use. Unless otherwise agreed, remuneration shall be based on actual expenditure in accordance with the remuneration rates set out in the annex.

8.2 Remuneration for the provision of the rented equipment, its maintenance and upkeep shall accrue monthly. The amount of remuneration shall be determined in accordance with the offer. The monthly remuneration covers the provision of the rented equipment and work aimed at maintaining and repairing the rented equipment, insofar as this is due to defects in the rented equipment. The remuneration also includes travel costs to and from the site incurred due to defects in the rented equipment.

8.3 The provider shall be reimbursed for expenses and travel costs in a reasonable amount and in the actual amount incurred upon presentation of receipts as proof, insofar as these are not already covered by the remuneration under clause 8.2.

8.4 Unless stated separately, all monetary amounts are exclusive of statutory value-added tax.

8.5 Remuneration under clause 8.1 shall be due for payment within ten calendar days of the invoice date upon proper invoicing.

8.6 Remuneration under clause 8.2 shall be due for payment monthly in advance by no later than the fifth working day of each calendar month. The obligation to pay shall commence upon the provider achieving operational readiness. For the calendar month in which operational readiness is achieved, the remuneration for each day following the day of operational readiness shall amount to 1/30 of the monthly rental fee agreed in the offer.

8.7 The provider shall be entitled to increase the remuneration under clause 8.2 for the first time after the expiry of twelve months from the conclusion of the contract, with three months' written notice to the end of the month, insofar as and to the extent that its material and personnel costs incurred for the maintenance of the rented equipment have increased. The customer shall have the right to terminate the rental agreement within six weeks of receipt of the notice of a rent increase. In the event of a reduction in the provider's corresponding material and personnel costs, the customer may, after the expiry of the period specified in sentence 1, request a corresponding reduction in the rent.

9 Modifications to Rental Devices; Change of Installation Location

9.1 The Provider is entitled to make modifications to the rental devices insofar as these serve maintenance purposes. Improvement measures may only be carried out if they are reasonable for the Customer and do not impair the contractual use of the rental devices. The Provider must inform the Customer of such measures in a timely manner in advance. If the Customer incurs expenses as a result of these measures, these shall be reimbursed by the Provider.

9.2 Modifications and attachments to the rental devices by the Customer require the prior consent of the Provider. This applies in particular to attachments or installations as well as the connection of the rental devices to other devices, IT systems, or networks. Upon return of the rental devices, the Customer shall restore the original condition at the request of the Provider.

9.3 The Customer is not authorized to change the installation location of the rental devices without the consent of the Provider. The Provider shall only withhold its consent if there are compelling reasons that make the relocation unreasonable for it. The Provider may require that the transport and reinstallation be carried out by itself, a party commissioned by it, or qualified professionals accepted by it. The Customer shall bear the expenses and consequential costs associated with a change of location, as well as any additional costs for maintenance and servicing that may arise as a result.

10 Maintenance Obligation of the Provider; Customer's Rights in Case of Defects

10.1 The Provider is obliged to maintain the leased equipment in a condition suitable for the contractually agreed use for the duration of the contract and to carry out the necessary maintenance and repair work. The corresponding measures are performed at regular maintenance intervals as well as upon the occurrence of defects, malfunctions, or damage. The Provider must be granted the access to the leased equipment required for this purpose.

10.2 The Customer must promptly notify the Provider of any defects, malfunctions, or damage that occur.

10.3 The rectification of defects is carried out by means of free-of-charge remedial work or repair of the leased equipment. For this purpose, the Provider must be granted a reasonable period of time. The Provider may remedy defects in the leased equipment at its discretion by means of repair, installation of updates or upgrades, or replacement of the leased equipment or individual components.

10.4 To the extent that the Provider can rectify defects remotely via VPN connection, on-site rectification is not owed.

10.5 Termination by the Customer pursuant to § 543 para. 2 sentence 1 no. 1 BGB due to non-provision of the contractually agreed use shall only be permissible if the Provider has been given sufficient opportunity to rectify the defect and such rectification has failed. Rectification shall only be deemed to have failed if it is impossible, if it is refused by the Provider or unreasonably delayed, if there are justified doubts regarding the prospects of success, or if the Customer is otherwise subject to unreasonable hardship.

10.6 The Customer's rights in case of defects shall be excluded insofar as the Customer makes or has made modifications to the leased equipment without the Provider's consent, unless the Customer demonstrates that the modifications have no unreasonable impact on the analysis and rectification of the defect for the Provider. The Customer's rights in case of defects shall remain unaffected if the Customer is entitled to make modifications, particularly in the exercise of the right to self-rectification pursuant to § 536a para. 2 BGB, and such modifications are carried out professionally and documented in a traceable manner.

11 Limitation of Liability

11.1 The Provider shall be liable without limitation within the scope of the statutory provisions for damages

11.1.1 arising from injury to life, body, or health that are based on an intentional or negligent breach of duty or otherwise on intentional or negligent conduct by the Provider or one of its legal representatives or agents.

11.1.2 due to the absence or loss of a guaranteed characteristic.

11.1.3 that are based on an intentional or grossly negligent breach of duty or otherwise on intentional or grossly negligent conduct by the Provider or one of its legal representatives or agents.

11.2 The Provider shall be liable, limited to compensation for the contractually typical foreseeable damage, for damages that are based on a slight negligent breach of cardinal duties or essential contractual obligations by the Provider or one of its legal representatives or agents.

11.3 In all other cases of slight negligence, the Provider's liability shall be limited to six times the monthly rental fee per damage event.

11.4 The Provider's strict liability under § 536a para. 1 BGB for defects that were already present at the time of contract conclusion is excluded.

11.5 In the event of data loss, the Provider shall only be liable, within the scope of the foregoing provisions, for the amount of damage that would have occurred even with proper, regular, and data-importance-appropriate data backup by the Customer.

11.6 The foregoing provisions shall apply mutatis mutandis to the Provider's liability for the reimbursement of futile expenses.

11.7 Liability under the Product Liability Act shall remain unaffected.

12 Contract Term, Termination of the Lease Agreement

12.1 The lease agreement commences on the date specified in the Provider's offer, at the latest upon provision of the leased equipment and establishment of operational readiness in accordance with Clause 3. The contract shall have the term stated in the Provider's offer.

12.2 During the agreed contract term, the right to ordinary termination is excluded for either party. The right to terminate for good cause shall remain unaffected by this.

12.3 Termination shall require written form to be effective.

13 Return

13.1 Upon termination of the contractual relationship, the Customer shall return the leased equipment to the Provider in proper condition. The obligation to return also includes any computer programs provided on the original data carriers, as well as manuals and documentation. Copies of materials provided by the Provider that may have been created must be completely and permanently deleted.

13.2 Upon return of the leased equipment, a record shall be prepared documenting any existing damage or defects in the leased equipment. The Customer shall bear the costs of restoration for any damage or defects attributable to them.

13.3 Unless otherwise agreed in the lease agreement, the Provider shall bear the costs for disassembly, packaging, and return transport of the leased equipment.

14 Reference Advertising

14.1 The Customer and the Provider mutually grant each other the right to refer to the other contracting party as a reference partner in external communications in connection with the respective service offering of the other party. For this purpose, the Parties mutually grant each other a right of use to employ corporate identifiers, trademarks, corporate logos, and names in which the other contracting party holds rights, in particular for use on the Internet as well as for presentation in advertising and promotional materials.

14.2 The grant of rights is limited to purposes of self-promotion. The contracting parties are not obliged to recall advertising materials already in circulation after the expiry of the contract term.

14.3 The use is free of charge for both parties.

14.4 In their representations, the Parties shall carefully weigh the business interests of the other party.

15 Miscellaneous Provisions

15.1 The substantive law of the Federal Republic of Germany shall apply, excluding the conflict-of-laws rules of international private law.

15.2 Any amendments or supplements to this Agreement, the assurance of characteristics, and guarantees shall only be effective if made in writing.

15.3 Should any provision of this Agreement be or become invalid in whole or in part, or should the Agreement contain a regulatory gap, the legal validity of the remaining provisions of this Agreement shall remain unaffected.

Allgemeine Liefer- und Bereitstellungsbedingungen für WLAN und VPN-Technologie der ASCEND GmbH – Stand: 11.02.2020