

## General Terms and Conditions

Version 08-10-2026

## 1 Definitions

- 1.1 SIMA GmbH: the limited liability company SIMA GmbH, with its registered office at Brückenstraße 27 in 63906 Erlenbach a. M., Germany, trading under commercial register number HRB 17452.
- 1.2 Contractual partner or customer: the other (legal) party of SIMA GmbH to whom an offer has been made, from whom a contract has been accepted and/or with whom a contract has been concluded.
- 1.3 Parties: Contracting party and SIMA GmbH together.
- 1.4 Framework contract for services: A contract signed by the Parties within the meaning of Articles 2 and 3 of these General Terms and Conditions, to which these General Terms and Conditions apply.
- 1.5 Know-how: all software, documentation and/or other (teaching) materials developed or made available within the scope of the contract, such as analyses, drafts and reports, as well as the corresponding preparatory materials.
- 1.6 Error: Non-compliance with the specifications communicated and agreed in writing by SIMA GmbH. An error only exists if it can be proven and reproduced by a contractual partner.
- 1.7 Interoperability: the ability of software to exchange information with other components of a computer system and/or software and to communicate using this information.
- 1.8 Principal amount: the amount of the price negotiated for the order in question (excluding VAT). In the case of a contract with a term of more than one (1) year, the principal amount shall be set at the sum of the fees negotiated for one year (excluding VAT).
- 1.9 BGB: *German Civil Code*.
- 1.10 Auxiliary persons: Persons within the meaning of Article 278 BGB.
- 1.11 Indirect damage: loss of profit and/or income, (production) losses, costs for or in connection with downtime or delays, fines, (lost) discounts and/or payments from third parties, all in the broadest sense of the word.
- 1.12 Acceptance Test: means the test which may be carried out by the other party during the Acceptance Test Period to determine whether the Software is free from defects which materially affect its performance in accordance with SIMA GmbH's specifications.
- 1.13 Working days: Monday to Friday, except on public holidays.
- 1.14 License: the unique code for activating the software developed by SIMA GmbH.
- 1.15 Bondix Hosted Services: services offered by SIMA in which the Bondix software is used on a server environment provided and operated by SIMA. The specific scope of services is determined by the Hosted plan booked and the associated service description.

## 2 Applicability

- 2.1 These terms and conditions apply to all offers, cost estimates, invoices, accepted contracts and agreements concluded by SIMA GmbH, in particular for the delivery of products, consulting, the provision of services and the performance of installation, maintenance, repair and/or inspection work.
- 2.2 SIMA GmbH reserves the right to amend these GTC at any time. The contractual partner will be informed of the changes by e-mail six weeks before the changes come into effect. The customer will receive the new GTC in this e-mail. He is entitled to object to the validity of the new GTC within four weeks of receipt of this e-mail. If the contractual partner fails to object, the amended GTC shall become part of the contract after expiry of the four-week period. SIMA GmbH will expressly point out this period to the contractual partner in the notification of amendment.
- 2.3 Excluded from the right to amend these GTC in accordance with the previous paragraph are provisions that affect the main performance obligations of the contracting parties and thus significantly change the relationship between the main and counter-performance obligations, as well as other fundamental changes to the contractual obligations that

are equivalent to the conclusion of a new contract. An express contractual agreement is required for such changes.

- 2.4 Deviations from and additions to these General Terms and Conditions shall only be valid if they have been expressly agreed in writing, e.g. in a (written) contract or an order confirmation.
- 2.5 If these General Terms and Conditions and the Contract contain contradictory terms and conditions, the terms and conditions contained in the Contract shall apply.
- 2.6 SIMA GmbH expressly rejects the validity of the contractual partner's general terms and conditions.
- 2.7 The contract, together with these General Terms and Conditions, represents the complete agreements between SIMA GmbH and the contractual partner regarding the provision of the services for which the contract was concluded. SIMA GmbH and the contractual partner expressly accept electronic communication for the conclusion of the contract. All previous agreements or proposals between the parties in this respect are null and void.
- 2.8 Should one or more provisions of these General Terms and Conditions be invalid or void, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. If a provision of these General Terms and Conditions or of the contract is not legally effective, the parties shall negotiate the content of a new provision that comes as close as possible to the content of the original provision.
- 2.9 The special provisions of Section 23 apply additionally to Bondix Hosted Services. In the event of conflicts between Section 23 and the other provisions of these GTCs, Section 23 takes precedence for the respective Bondix Hosted Service. Individual agreements, the booked service and plan description, an expressly agreed SLA, and a data processing agreement take precedence for their respective subject matter.
- 2.10 Where the Customer enters into a separate contract with a Bondix partner or reseller, that party's contractual documents determine who owes the contractual performance. The mere use of the Bondix brand does not make SIMA a contracting party to such third-party contract.

## 3 Agreement

- 3.1 A contract, whatever it is called, is only legally binding after written acceptance by SIMA GmbH.
- 3.2 Verbal promises and agreements with employees of SIMA GmbH are not binding on SIMA GmbH unless they are accepted by SIMA GmbH in the manner described above.
- 3.3 The contractual partner may not transfer his rights and obligations arising from a contract to third parties without the prior written consent of SIMA GmbH.

## 4 Duration

- 4.1 If the contract relates to the regular or otherwise regular provision of services, it shall be concluded for the period agreed between the parties. If no period has been agreed, a period of one (1) year shall apply. Without prejudice to Article 20, the right of the parties to terminate the contract after the expiry of the term is excluded.
- 4.2 Unless either Party terminates the Agreement referred to in *this paragraph 1* by the end of the term of the Agreement by giving three (3) months' notice, this Agreement shall be extended for a period of one (1) year.
- 4.3 Cancellation within the meaning of this *article* must be made in writing.

## 5 Right of use

- 5.1 If SIMA GmbH provides certain software to the other party under the Agreement, the other party is granted only a non-exclusive, non-transferable, non-sublicensable license (1) to use the software and documentation on the designated router and (2) to copy the software and documentation solely for archival or backup purposes, provided that all titles, trademarks and copyright, proprietary and restricted rights

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- notices appear in all such copies and that all copies are subject to the terms of this Agreement.
- 5.2 Unless otherwise agreed, the right to use the software is only valid for the duration of the contract and the right of use only relates to the use of the software on a router.
- 5.3 Costs for any updates and upgrades of the software are not included in the contract, unless their provision is expressly part of the agreed services.
- 5.4 The contractual partner is not entitled to make changes to the software provided by SIMA GmbH in accordance with the contract.
- 5.5 The contractual partner is not entitled to a copy of the source code of the software and is expressly not permitted to use reverse engineering, decompilation or similar techniques.
- 5.6 SIMA GmbH may take (technical) measures to protect the software provided. If SIMA GmbH has taken such security measures, the contractual partner is not permitted to circumvent or remove this security.
- 5.7 The contractual partner is expressly prohibited from using the software, directly or indirectly, for military purposes or in connection with military operations, military equipment, weapons systems, or other military applications.
- 6 Installation and acceptance
- 6.1 SIMA GmbH will use reasonable efforts to provide a licensed copy of the software and documentation.
- 6.2 The installation of the software on the device and the integration into the network architecture shall be carried out by and at the expense and risk of the contractual partner. Insofar as SIMA GmbH is requested to carry out or assist in the installation, the installation shall be carried out at the expense and risk of the contractual partner.
- 6.3 Prior to acceptance of the Software by the contractual partner, SIMA GmbH shall have the right to operate the Software within the designated Test Case solely for the purpose of conducting the Software Acceptance Test. Unless the Parties have agreed otherwise, the acceptance test period (i.e. the period in days agreed by the Parties and specified in this section) for the Software shall be seven (7) consecutive calendar days from the activation date of the (test) license. The software shall be deemed to have been accepted by the contractual partner, unless the contractual partner notifies SIMA GmbH (in writing) to the contrary within the acceptance period described above. If SIMA GmbH receives a written notification from the contractual partner during the acceptance test period that the software has not passed the acceptance test, the acceptance date (the day on which the software has successfully completed the acceptance test) shall be extended daily until the date on which the software has passed the acceptance test. Notwithstanding the foregoing, the network shall be deemed to have been fully accepted if and as soon as the contracting party makes use of it for productive or operational purposes before the date of acceptance.
- 6.4 Acceptance of the software may not be refused for reasons other than those relating to the specifications expressly agreed between the parties. Furthermore, acceptance of the software shall not be refused due to the existence of minor errors which do not reasonably prevent the operational or productive commissioning of the software, without prejudice to SIMA GmbH's obligation to correct these minor errors in accordance with *Article 8*, insofar as this is (still) applicable.
- 6.5 If SIMA GmbH provides the contractual partner with a test license for evaluation or test purposes (e.g. demo or test versions), the contractual partner's right to use this version is limited to (i) internal evaluation or test purposes and, if applicable, (ii) the period specified by SIMA GmbH. Any productive use is strictly prohibited. The right of use ends automatically at the end of the period specified by SIMA GmbH.
- 6.6 The software within the meaning of *this paragraph 5* may be subject to functional limitations; use is at the contractual partner's own risk.
- 6.7 SIMA GmbH excludes liability in the sense of a guarantee of certain properties when providing a software version in accordance with *this paragraph 5*.
- 7 Updates
- 7.1 SIMA GmbH is entitled to change, improve, replace or supplement its software at its own discretion in such a way that the agreed performance in this contract is not impaired.
- 7.2 The installation and acceptance of an update is carried out in accordance with *section 6*.
- 8 Elimination of defects
- 8.1 SIMA GmbH warrants for a period of twelve (12) months from the date of delivery of the software that the delivered software is free from material or coding defects when put into operation and that it works in accordance with the user manual, if applicable. The shortening of the statutory warranty period shall not apply if SIMA GmbH or one of its vicarious agents has fraudulently concealed the defect.
- 8.2 The contractual partner is aware that software products are constantly being further developed and that errors may occur. Errors do not constitute a defect in the software if the error is not due to an error in the coding of the software at the time of delivery or a defective data carrier of SIMA GmbH.
- 8.3 If an error occurs during the warranty period during the installation or operation of the software, SIMA GmbH must be notified immediately. SIMA GmbH will then examine the error immediately after receipt of the notification and, in the case of a justified complaint, either make a replacement delivery or remedy the defect. For the purpose of supplementary performance, the contractual partner must provide SIMA GmbH with all necessary information about the previous use and operation of the software and allow SIMA GmbH access to the software on site or via the Internet. Due to the complexity of the software programming, SIMA GmbH has several, at least two attempts at supplementary performance, depending on the type of defect. Subsequent performance is only deemed to have failed if the software does not work properly due to the defect despite the attempts at subsequent performance and the expiry of a reasonable grace period set in writing by the contractual partner.
- 8.4 Any further warranty, in particular that the software is suitable for the purposes of the contractual partner outside the product specification, is expressly excluded, unless the management or a representative authorized in writing has expressly warranted the specific use or fraudulently concealed the defect.
- 8.5 If the scripting by the contracting party causes a deviation between the actual and the agreed functionality of the software, this deviation shall not be classified as a software defect. The contracting party shall carry out the scripting at its own responsibility and risk.
- 8.6 Delivery of the user manual in English is generally permitted.
- 9 Distribution
- 9.1 Unless expressly agreed otherwise, the contractual partner may not make the software or the documentation available or distribute it to third parties in whole or in part by assignment, sublicensing or in any other way.
- 10 License key
- 10.1 The Contracting Party acquires license keys in order to activate them on a specific router. One (1) license key gives the contracting party the right to use the software for a period of one (1) year.
- 10.2 Unless expressly agreed otherwise, license keys are valid for a period equal to the original term of the contract. After automatic renewal (see *Article 4*), the validity period of a contract is one (1) year.
- 11 Payment

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- 11.1 Unless expressly agreed otherwise, the contracting party shall pay for the license key in annual installments.
- 11.2 Unless expressly agreed otherwise, the contractual partner must pay the invoices sent by SIMA GmbH in advance without deduction or discount. The right of the contractual partner to offset any payments with SIMA GmbH is expressly excluded.
- 11.3 The contracting party shall notify SIMA GmbH of any complaints about an invoice in detail and in writing within fourteen (14) days of the invoice date. After expiry of this period, the contracting party has forfeited its right of complaint. A complaint does not release the contracting party from its payment obligation.
- 11.4 SIMA GmbH is entitled to suspend the fulfillment of the contract(s) if the contractual partner does not meet his payment obligations arising from the contract(s), even if deadlines are exceeded, without SIMA GmbH being obliged to pay any compensation.
- 11.5 If the contractual partner does not pay the amount due within 30 days, he shall pay interest on the amount due at a rate of 9 percentage points above the respective base interest rate from the date of default in accordance with §§ 286, 288, 247 BGB. A separate reminder is not required for this.
- 11.6 In the event of breach of contract/bankruptcy or default of payment by the contractual partner, SIMA GmbH is entitled to inform a possible third party (in the case of a resale contract) and to carry out a contract takeover by a third party.
- 12 Acquisition, duration and termination of licenses
- 12.1 The license can only be obtained digitally by placing an order with SIMA GmbH or SIMA GmbH's partners.
- 12.2 Unless otherwise agreed and/or specified, a license has a term of twelve months, calculated from the activation date of a license.
- 12.3 A license is tacitly renewed at the applicable license price for the same period as the current term, unless the customer has terminated the license at least 90 calendar days before the end of the current license period.
- 12.4 A license termination can only be made in writing or via a web portal provided by SIMA GmbH and must be received by SIMA GmbH at least 90 calendar days before the end of the current license period.
- 12.5 The license term shall end in any case upon termination of the contract or if the contracting party fails to comply with its obligations under this Article 11.
- 13 End-of-life (termination)
- 13.1 The software of SIMA GmbH is subject to constant technical progress. In individual cases, this can lead to the software being modified in such a way that the functionality of the software is completely replaced by a new product or a new solution ("successor"). In this case, the software shall be replaced by the successor. The contracting party shall not be entitled to a license for the successor. For the avoidance of doubt, the parties hereby agree that an innovation that merely represents a new release version does not constitute a successor.
- 13.2 SIMA GmbH will regularly inform the contractual partner about planned changes to the software product portfolio via the Bondix newsletter and via its website. If the software of SIMA GmbH:
- 13.2.1 is replaced by a successor or
- 13.2.2 if it is no longer developed further and thus discontinued, SIMA GmbH must announce this measure in writing with a notice period of twelve (12) months ("End of Life").
- 13.3 The written announcement of the "End of Life" also constitutes the ordinary termination of the software maintenance for the corresponding software at the next possible date. SIMA GmbH will inform the contractual partner in its written announcement about the possibilities of updating or migrating to a current successor.
- 14 Intellectual property rights
- 14.1 All intellectual property rights to know-how and/or equipment belong exclusively to SIMA GmbH or its licensors. The contractual partner only receives the rights of use and powers granted in these terms and conditions or in the contract within the limits set by the license.
- 14.2 The contractual partner is aware that the know-how provided by SIMA GmbH contains confidential information and trade secrets of SIMA GmbH or its licensors. The contractual partner undertakes to keep this know-how secret, not to pass it on to third parties or to put it into operation and to use it only for the purpose for which it was made available. This also includes third parties as well as all persons working in the organization of the contractual partner who do not necessarily have to use the know-how.
- 14.3 The Contracting Party is not permitted to remove or alter any references to intellectual property - in the broadest sense of the word - from the know-how, including references to the confidentiality and secrecy of the know-how.
- 14.4 SIMA GmbH can take technical measures to protect the software. If SIMA GmbH has secured the software in this way, the contractual partner is not permitted to remove (attempt to remove) or circumvent (allow to circumvent) this security.
- 14.5 If SIMA GmbH does not provide a backup copy, the contractual partner has the right to create and maintain a backup copy himself, provided that the license (conditions) permit this and this is technically possible. The backup copy must be an identical copy and must always bear the same markings and information as the original copy.
- 14.6 If the contractual partner develops software or has it developed by a third party or intends to do so and requires information in connection with the interoperability of the software to be developed and the software provided by SIMA GmbH to establish this interoperability, the contractual partner shall request this information from SIMA GmbH in writing. SIMA GmbH will inform the contractual partner within a reasonable period of time whether it will comply with the request and under what (also financial) conditions this will be done.
- 14.7 SIMA GmbH shall indemnify the contractual partner against legal claims based on the assertion that know-how developed by SIMA GmbH infringes an applicable property right. The prerequisite for this protection is that the contractual partner informs SIMA GmbH immediately in writing about the existence and the content of the claim in detail, whereby the handling of the case including settlements is completely left to SIMA GmbH. The contractual partner shall provide SIMA GmbH with the necessary powers of attorney and information for this purpose and shall also cooperate fully so that SIMA GmbH can defend itself, if necessary on behalf of the contractual partner, against this action(s).
- 14.8 If it is irrevocably established in court that the know-how developed by SIMA GmbH itself infringes a property right of a third party, or if, in the opinion of SIMA GmbH, there is sufficient probability of such an infringement, SIMA GmbH will take back the credit note on the acquisition costs and minus an appropriate usage fee or ensure that the contractual partner can continue to use the delivered or a functionally equivalent other product undisturbed, all this according to the assessment of SIMA GmbH. This provision shall only apply if *this clause 14.7* has been complied with.
- 14.9 The protection clause referred to in *this paragraph 8* shall cease to apply if and to the extent that the infringement in question relates to modifications which the Contracting Party has made to the know-how or which it has had made by third parties.
- 14.10 Any liability or duty of protection of SIMA GmbH deviating from the above paragraphs for the infringement of industrial property rights of third parties is excluded. This includes the liability and/or protective obligations of SIMA GmbH for infringements caused by the fact that the information is used in a form not modified by SIMA GmbH, in connection with products or software not supplied or provided by

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- SIMA GmbH and/or in a manner other than that for which the information was developed or intended.
- 15 Liability
- 15.1 SIMA GmbH shall be liable without limitation: in the event of intent or gross negligence, for injury to life, limb or health, in accordance with the provisions of the Product Liability Act and to the extent of a guarantee assumed by SIMA GmbH.
- 15.2 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of SIMA GmbH is limited to the amount of damage that is foreseeable and typical for the type of transaction in question.
- 15.3 SIMA GmbH shall have no further liability.
- 15.4 The above limitation of liability also applies to the personal liability of employees, representatives and organs of SIMA GmbH.
- 15.5 A prerequisite for the assertion of claims for damages is that the contractual partner informs SIMA GmbH as soon as possible of the occurrence of the damage. A claim against SIMA GmbH expires one (1) month after the claim has arisen, unless the claim has already been notified to SIMA GmbH by the contractual partner in writing and sufficiently substantiated.
- 16 Compensation
- 16.1 The contractual partner shall indemnify SIMA GmbH, its employees and its vicarious agents irrevocably and unconditionally against all claims of third parties in connection with the fulfillment of the contract by SIMA GmbH, including the costs of legal assistance and other legal costs incurred.
- 17 Data protection
- 17.1 SIMA GmbH may process personal data of the contractual partner for the purpose of providing the service and in this case complies with its obligations under the legal provisions on the processing of personal data.
- 17.2 SIMA GmbH's privacy policy, which is published on the website, applies to the processing of the contractual partner's personal data.
- 17.3 All personal data processed by SIMA GmbH is processed within the European Union.
- 18 Force majeure
- 18.1 Neither party shall be obliged to perform any obligation under the Agreement if it is prevented from doing so by force majeure. Force majeure is understood to mean any circumstance which is not attributable to the actions of the parties, which temporarily or permanently prevents the fulfillment of the agreement and which should not be considered a risk of the parties, either by law or by standards of reasonableness and fairness, and, insofar as it does not already fall under this: Obstacles due to measures, laws or decisions of competent international or national (public) authorities, shortage of raw materials, strike, factory occupation, blockade, embargo, war, riots and equivalent conditions, power failure, failure of (tele)communication lines, fire, explosion, water damage, flooding, lightning and other natural disasters and calamities and extensive illnesses of an epidemiological nature of personnel.
- 18.2 As soon as a contracting party is confronted with force majeure, it shall inform the other contracting party, unless it cannot reasonably be expected to do so under the given circumstances.
- 18.3 If SIMA GmbH has already partially fulfilled its obligations at the time of the occurrence of force majeure, SIMA GmbH is entitled to invoice the part already performed separately. The contracting party is obliged to pay this invoice, as this is a separate contract.
- 18.4 If it is determined that the force majeure situation will last for three (3) months, either party shall be entitled to terminate the Agreement in the meantime without notice. Termination within the meaning of this *article shall be effected* by returning a registered letter with signature.
- 18.5 SIMA GmbH accepts no liability for direct and/or indirect damages, costs and/or losses incurred by contractual partners and/or third parties that are directly and/or indirectly caused by or in any way related to the state of force majeure on the part of SIMA GmbH.
- 19 Non-solicitation clause
- 19.1 It is acknowledged that both parties (including their Affiliates) have expended considerable time, effort and expense in hiring, training and retaining their employees and subcontractors in connection with the provision of products and services to be provided under this Agreement. In consideration thereof, each party expressly agrees that it will not, without the prior written consent of the other party and subject to payment of agreed compensation to the other party, directly or indirectly solicit or cause to be solicited for employment any employees or subcontractors ("Employees") of the other party who are or have been engaged on a full or part-time basis in activities related to the performance of the Agreement during the term of the Agreement and for a period of 24 months thereafter. In addition, each Party agrees not to directly or indirectly solicit or employ any person who has been employed by the other Party in the last 24 months without the prior written consent of the other Party.
- 20 Export regulations
- 20.1 Software of SIMA GmbH may be subject to the export control laws, standards, regulations, restrictions and national security checks of Germany, the European Union and/or the United States of America. The contractual partner is obliged to observe possible restrictions that may result from these measures and, if necessary, to obtain the necessary authorizations independently. The contractual partner shall indemnify SIMA GmbH against all consequences resulting from a breach of this provision.
- 20.2 The contractual partner shall comply with all applicable export control and sanctions laws. Where Article 12g(1) of Regulation (EU) No 833/2014 applies, the contractual partner shall not sell, export or re-export covered goods or technology, directly or indirectly, to Russia or for use in Russia.
- The contractual partner shall impose the same restriction on relevant third parties. Any breach shall constitute a material breach of contract and entitle SIMA GmbH in particular to suspend performance and/or terminate the contractual relationship with immediate effect. Actual or suspected breaches must be reported to SIMA GmbH without delay.
- 20.3 The sale, supply, licensing, transfer, export, re-export or other provision of SIMA GmbH software to or into any country, territory, person or entity subject to applicable embargoes, sanctions or export restrictions imposed by Germany, the European Union, the United Nations or the United States of America is prohibited. This also applies to indirect provision through third parties.
- 21 Termination of the agreement
- 21.1 SIMA GmbH is entitled, without prejudice to its other statutory rights and without being obliged to pay damages, to terminate the contract by written declaration or, if the contract was concluded electronically by e-mail, with immediate effect and without judicial intervention and thus to deny the contractual partner access to the software if:
- 21.1.1 The contracting party applies for or receives a moratorium, files for bankruptcy or is declared bankrupt or offers a composition outside of bankruptcy, or part of its assets are seized.
- 21.1.2 The contracting party ceases to operate, decides to liquidate, otherwise loses or transfers its legal personality or merges its business.
- 21.1.3 The Contracting Party culpably fails to comply with its obligations under the Agreement after due notice of default, which provides for a period of 14 calendar days to remedy the default.
- 21.1.4 The contracting party includes a competing product in its portfolio without the prior approval of SIMA GmbH.

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- 21.2 Upon termination of the contract, for whatever reason, SIMA GmbH shall be entitled to full payment of the remaining fee until the end of the agreed contract term and shall not be obliged to repay any fees already paid to the contracting party.
- 21.3 The other party is in breach of the law if it: breaches any obligation under the contract and/or these terms and conditions; declares bankruptcy, applies for or obtains a moratorium on payments or applies for or obtains statutory debt rescheduling, transfers the operation or control of its business, loses its legal personality or dissolves or is wound up.
- 21.4 In the case *referred to in this paragraph 1*, SIMA GmbH shall have the right to terminate the agreement unilaterally, without notice and without judicial intervention, without SIMA GmbH being obliged to pay any compensation, including the right to full compensation of all its direct and/or indirect damages.
- 21.5 If the contracting party has already received performance under the agreement at the time of the dissolution *referred to in this article*, this performance and the associated obligation(s) shall not be subject to rescission. Amounts invoiced and/or delivered by SIMA GmbH prior to dissolution in connection with what it has already performed and/or delivered in execution of the agreement shall continue to be subject to the undiminished due date in the previous sentence and shall be immediately due and payable at the time of dissolution.
- 22 Applicable law and disputes
- 22.1 This contract shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).
- 22.2 The contractual partner may neither offset claims of SIMA GmbH against counterclaims nor exercise a right of retention, unless claims of the contractual partner are recognized by SIMA GmbH or have been legally established.
- 22.3 For all disputes arising from the offer, the contract and/or the agreement or any other agreement to which these terms and conditions apply, the competent court at the registered office of SIMA GmbH shall have jurisdiction.
- 23 Special Provisions for Bondix Hosted Services
- 23.1 Subject Matter of the Bondix Hosted Services
- 23.1.1 For Bondix Hosted Services, SIMA provides the Customer with the right to use the Bondix software contemplated by the booked plan, together with the server environment required for such use and provided and operated by SIMA, including the plan-dependent data traffic allowance.
- 23.1.2 Bondix Hosted Services are used exclusively via the server environment provided by SIMA. Bondix Hosted Services cannot be provided or used on servers or other infrastructure of the Customer or of a third party selected by the Customer.
- 23.1.3 This does not affect other Bondix products and rights of use for which the required server environment is provided by the Customer itself or by a third party engaged by the Customer, in particular a Bondix partner.
- 23.1.4 Bondix Hosted Services are offered in different plans and service variants, in particular Bondix Hosted Essential and Bondix Hosted Premium. The specific scope of services, including in particular the number and configuration of server instances, data traffic allowance, number of devices and tunnels, performance limits, redundancy, term, and scope of support, is determined by the plan booked and the associated service description.
- 23.2 Contractual Basis and Formation of Contract
- 23.2.1 Individual agreements take precedence. Thereafter, the service and plan details agreed at the time the contract is concluded, including any expressly booked SLA, and the special provisions of this Section 23 apply. A data processing agreement takes precedence with respect to its data protection subject matter. Mandatory law remains unaffected.
- 23.2.2 Product presentations constitute an invitation to place an order unless expressly designated as a binding offer. By submitting the order, the Customer makes an offer. SIMA accepts the offer by express order confirmation or by the announced provision of the booked service. A mere acknowledgement of receipt does not constitute acceptance. Any differing information in the ordering process must be clearly displayed before the order is submitted.
- 23.2.3 Before placing the order, the Customer receives the material service characteristics, total prices or calculation bases, terms, termination rules, and these terms in a storable form. For paid consumer orders, the obligation to pay is clearly indicated immediately before the order is submitted. SIMA confirms the contract, including the applicable terms, on a durable medium, in particular by email.
- 23.3 Scope of Services and Technical Limits
- 23.3.1 For the duration of the booked Bondix Hosted Service, SIMA provides and operates the server environment agreed for the relevant plan. The Bondix Hosted Service is used exclusively via this infrastructure provided by SIMA. The scope of services may include, in particular, tunnel endpoints, orchestration, access codes, and administration functions. Not every function of the my.bondix.cloud portal is automatically included in every plan.
- 23.3.2 This provision applies exclusively to Bondix Hosted Services. For other Bondix products or separately acquired rights of use, the server environment required for operation must be provided by the Customer itself or by a third party engaged by the Customer, in particular a Bondix partner. Such server environments do not become part of a Bondix Hosted Service.
- 23.3.3 The respective Bondix Hosted Service is determined in particular by the number and configuration of the server instances provided, the number of devices and tunnels that may be used simultaneously, WAN connections per tunnel, speed limits, included data traffic allowance, regions, public IP addresses, port forwarding, redundancy, and scope of support. Unless expressly agreed otherwise, a public IP address does not imply a fixed or exclusive IP address or the opening of inbound ports.
- 23.3.4 Customer-side hardware, mobile, satellite, or fixed-line connections, and the associated charges are not included unless the offer states otherwise. Actual throughput, latency, and stability depend, among other things, on router performance, client version, available WAN connections, transmission paths, and the booked Hosted plan. Stated maximum values are not guaranteed minimum bandwidths. Agreed characteristics and legally relevant public statements remain binding in accordance with applicable law.
- 23.3.5 Shared or dedicated resources, the number of server instances, and, where applicable, their exclusivity or redundancy are specifically described before booking. A specific data-center region will be maintained if agreed. A permanent change to another region relevant to the agreement is governed by Sections 23.12 and 14; the mere interchangeability of infrastructure does not permit arbitrary changes of region.
- 23.3.6 The service is not a backup or archiving service for transmitted data traffic. Storage of the content of such traffic is not commissioned as part of the Hosted plan. Security and encryption features are determined by the agreed configuration; the designation 'Bondix Hosted Services' alone does not constitute a commitment to end-to-end encryption for all applications. Statutory protection obligations remain unaffected.
- 23.4 Rights of Use and Relationship to Other Bondix Products
- 23.4.1 The Customer may use the Bondix Hosted Services for the private or own-business purposes agreed in the plan and may authorize eligible users for this purpose. The non-exclusive access and right of use, limited in time to the Hosted contract, does not include rights to

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- proprietary source code or any transfer of the Hosted infrastructure operated by SIMA.
- 23.4.2 Rental, resale, white-label offerings, sublicensing, and the provision of the Customer's own managed services to customers or other third parties require an expressly agreed partner or managed-service authorization. Use by the Customer's own employees for the Customer's own business operations is distinct from this and is permitted within a business plan booked for that purpose.
- 23.4.3 Appropriate rights of use must exist for each connected client. Even where a paid Hosted plan is booked, the 'Bondix Universal Client for OpenWrt – Private Use' license permits only the private use allowed under that license. A different appropriate client license is required for professional or commercial use. Any commercial client right of use included in the Hosted plan must be expressly identified in the offer.
- 23.5 Customer Account, Devices, and Cooperation
- 23.5.1 The Customer provides accurate contract and contact details and keeps them up to date. Login credentials, API keys, and QuickConnect codes must be protected against unauthorized use; available and appropriate security functions must be used. SIMA must be notified without undue delay of any detected misuse.
- 23.5.2 The Customer is responsible for compatible devices, the agreed system requirements, and an appropriately secured local configuration. The Customer backs up its local configurations and data to the extent possible and reasonable. A breach of duty results in Customer responsibility only where the statutory requirements are met.
- 23.5.3 When reporting errors, the Customer should provide the router model, operating system/firmware version, Bondix client version, time, error description, and, where applicable, reproducible steps. Login credentials and third-party personal data should not be transmitted unnecessarily. The absence of reproducibility alone does not exclude statutory defect rights.
- 23.5.4 The Customer acts within its own area of responsibility for the Customer environment; SIMA remains responsible for the Hosted infrastructure it provides and for its agents and subcontractors. The server environment of the Bondix Hosted Service falls within SIMA's area of responsibility. These terms do not provide for a blanket transfer of risk to the Customer or strict liability for every account access.
- 23.6 Plan Models, Advance Payment, and Billing
- 23.6.1 Bondix Hosted Services are offered as a time-limited one-time pass or as a subscription. The one-time pass currently offered has a usage period of seven consecutive days. Depending on the expressly selected plan, subscriptions are paid in advance annually, quarterly, monthly, or in periods of 30 days each from conclusion of the contract. The option displayed when the order is placed is decisive.
- 23.6.2 The prices and billing rules agreed before the order is placed apply. For consumers, total prices including applicable VAT are shown. Net prices plus VAT are used only in offers specifically designated for business customers. The total amount due for the respective advance-payment period is stated before the order is placed; a calculated monthly price does not replace this information.
- 23.6.3 The price of the one-time pass is due in full in advance. The pass applies for seven consecutive days from the start specified before the order is placed and ends automatically at the specified expiration time, without notice and without automatic paid renewal or conversion into a subscription. A further pass or subscription requires a new express order. The start and end dates are stated in the contract confirmation. Statutory consumer rights remain unaffected.
- 23.6.4 For subscriptions, the first billing period begins when the contract is concluded. The agreed remuneration is due in advance at the beginning of each relevant period. The initial minimum term corresponds to the selected period; continuation, termination, and the consequences of non-payment are governed by Section 23.15. The agreed period boundaries, rather than the actual date of a delayed debit, are decisive. Statutory rights in the event of non-performance or defective performance remain unaffected.
- 23.6.5 'Annually' means twelve calendar months, 'quarterly' means three calendar months, and 'monthly' means one calendar month, in each case calculated from the original contract commencement date and not by calendar year or calendar quarter. The subsequent period begins on the corresponding calendar date; if that date does not exist in the relevant month, it begins on the last day of that month. The original calendar date remains the reference date for later periods. 'Every 30 days', by contrast, means consecutive periods of 30 days from conclusion of the contract; debit dates may therefore shift within the calendar. The contract confirmation states the selected option and the first subsequent payment date.
- 23.6.6 Depending on the selected payment plan, the initial minimum term is twelve calendar months, three calendar months, one calendar month, or 30 days. Further periods are governed by the customer-group-specific rules in Section 23.15. If a contract validly ends before the expiry of a prepaid period due to mandatory rights or the agreed termination rules, the portion no longer owed will be refunded. This applies in particular where a consumer terminates after the initial minimum term. Termination at the regular end of a paid period does not in itself give rise to a pro rata refund claim for time already elapsed.
- 23.6.7 Usage-based charges and paid add-on options require a transparent prior agreement in accordance with Section 23.7. The offer must separately state when such charges become due and how they are paid. A prepaid subscription does not create an automatic authorization for arbitrary subsequent billing of excess usage.
- 23.6.8 In the event of payment default, the statutory requirements and interest rates apply. Consumers do not fall into default solely on the basis of a GTC provision without the notices or reminder required by law. Invoice objections should be raised promptly; no additional short exclusion period applies. Statutory rights of set-off and retention remain unaffected.
- 23.6.9 Price changes for existing contracts require an express agreement. A new price on the website, silence, or mere continued use does not constitute consent. SIMA may offer different prices for new orders.
- 23.7 Data Traffic Allowance, Measurement, and Plan Limits
- 23.7.1 Any volume, bandwidth, tunnel, and device limits are stated numerically before conclusion of the contract. An undefined 'fair use' rule does not create a consumption limit that may subsequently be set at SIMA's discretion.
- 23.7.2 For volume-based plans, the following must be specified before the order is placed: measurement point, counted traffic directions, counting layer, treatment of tunnel overhead, packet duplication and retransmissions, units, rounding, measurement period, and any pooling. Packet duplication may in fact generate additional transport volume. Whether such volume is counted multiple times must be expressly stated in the measurement rule. The same traffic will not be counted multiple times at different internal measurement points without an express and transparent agreement.
- 23.7.3 SIMA provides a comprehensible usage overview in accordance with the plan. SIMA's measured values do not establish an irrebuttable presumption of proof. In the event of substantiated objections, the billing-relevant measurement data and calculation rules will be explained to the extent necessary.
- 23.7.4 The consequences of reaching a limit – for example, an agreed add-on package, paid excess usage with a price and cost cap, a specifically described throttling measure, or a stop – must be defined before the order is placed. Without such an agreement, neither automatic excess-usage charges nor a right to introduce throttling retrospectively arise. Nor does the Customer acquire a right to unlimited additional performance; the agreed basic service remains owed.

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- 23.7.5 Agreed warnings before the data traffic allowance is exhausted are provided through the channels specified in the plan. Usage rules and technically configured limits must correspond. A separate SLA may take plan-related limits into account only where this is transparently regulated there and legally permissible.
- 23.8 Availability, Maintenance, and Disruptions
- 23.8.1 SIMA keeps the Bondix Hosted Services operational in accordance with the agreed scope of services. A specific percentage availability, guaranteed recovery time, or continuous personal support coverage is promised only if expressly agreed. Even without a numerical SLA, contractual performance obligations and statutory defect obligations remain in force.
- 23.8.2 A booked SLA specifies the object and point of measurement, reference period, definition of downtime, measurement method, narrowly defined exclusions, and any service credits. Hosted tunnels, the customer portal, and Customer-side internet connections are considered separately. Service credits do not replace mandatory defect, reduction, termination, or damages rights; double compensation for the same loss is avoided.
- 23.8.3 Scheduled maintenance is carried out, where possible, outside typical peak usage periods and is generally announced at least 72 hours in advance. Urgent security or incident-response measures may be carried out at shorter notice; SIMA will inform the Customer as soon as possible and safe. Maintenance is limited in duration and scope to what is necessary and is not automatically excluded from every availability calculation.
- 23.8.4 The Customer reports disruptions via the agreed support channel or, alternatively, to sales@simagmbh. SIMA investigates disruptions within its area of responsibility and takes the necessary measures. Outages of a hosting provider used by SIMA are not treated as outside SIMA's responsibility merely because that provider is a third party.
- 23.9 Support, Updates, and Version Changes
- 23.9.1 Support channels, service hours, time zone, languages, and any response targets are set out in the service description. A response time is not a resolution time. Consulting or integration services not included are provided only pursuant to a separate paid engagement.
- 23.9.2 SIMA maintains the infrastructure it operates and provides security updates required by law or contract. Unlimited support for every old or modified client or firmware version is not agreed. Supported versions and minimum technical requirements are specifically communicated.
- 23.9.3 SIMA gives reasonable advance notice of required changes to Customer devices and provides understandable information about their effects. Urgent security cases remain reserved. For consumer products, statutory update and information obligations apply in particular; a support notice may not generally exclude them.
- 23.9.4 The end of voluntary support for a device or version does not automatically terminate an ongoing Hosted contract. If the agreed service can no longer be used as a result, statutory rights and Sections 23.14 to 23.16 apply.
- 23.10 Permitted Use and Security
- 23.10.1 Unlawful use, attacks on systems, unauthorized access, malware, spam, and circumvention of agreed access controls and plan limits are prohibited. Load and penetration tests against the Hosted infrastructure require prior coordination; legally protected acts remain unaffected.
- 23.10.2 The Customer must not infringe third-party rights and must possess the necessary authorizations for its own content and activities. Security measures must remain proportionate; these terms do not constitute a general authorization to monitor the content of all communications.
- 23.10.3 Direct or indirect use for military purposes or in connection with military operations, military equipment, weapons systems, or other military applications is prohibited. Any exception requires a prior express separate agreement and must be legally permissible.
- 23.10.4 For applications in which a failure may directly endanger life or physical integrity, suitability, protective measures, and any special services must be separately agreed in advance. Bondix Hosted Services alone do not constitute guaranteed emergency-call or safety infrastructure.
- 23.11 Temporary Restriction or Suspension
- 23.11.1 SIMA may temporarily restrict the affected access where this is necessary to avert a specific and material risk to security or other users, to comply with a lawful binding order, or due to a material breach of contract. The measure must be limited to the affected functions and the necessary duration.
- 23.11.2 Unless there is an urgent case or a legal prohibition on notification, SIMA informs the Customer of the reason, scope, and means of remedy and sets a reasonable period, generally 14 calendar days. For urgent measures, this information will be provided subsequently as soon as legally permissible and possible. The Customer may request a review.
- 23.11.3 Suspension due to payment default may be imposed only in the event of a non-insignificant outstanding amount, after separate warning and expiry of a reasonable payment period. Any stricter statutory thresholds or protective provisions remain decisive. Legitimate objections and rights of retention will be taken into account.
- 23.11.4 Once the reason ceases to apply, SIMA removes the restriction without undue delay. A suspension does not entitle SIMA to destroy Customer data. Export rights remain available to the extent possible. Payment and refund consequences depend on the cause, the agreed service, and applicable law; in particular, no charges apply for an unjustified suspension contrary to statutory reduction rights.
- 23.12 Data Protection, Processing on Behalf, and Regions
- 23.12.1 The parties comply with the GDPR, applicable confidentiality rules, and, where relevant, telecommunications law. SIMA processes contract, billing, and necessary operational data for the legally permissible purposes in each case. The actual roles are determined by the nature and purpose of each processing activity, not solely by how they are described in these GTCs.
- 23.12.2 To the extent SIMA processes personal data on behalf of the Customer, the parties enter into an agreement pursuant to Article 28 GDPR before processing begins, including a description of processing, technical and organizational measures, and rules on subprocessors. These GTCs do not replace such agreement. SIMA's own statutory responsibilities remain unaffected.
- 23.12.3 Regions for data traffic, administration data, support access, and backups may differ and are described transparently before conclusion of the contract. Processing exclusively within the EU is promised only where expressly agreed. SIMA may not expand agreed data regions solely by changing a general website list.
- 23.12.4 Transfers of personal data to third countries take place only where the statutory requirements are met, in particular those of Chapter V GDPR. Selection of a location or acceptance of these GTCs does not replace any required safeguards. Subprocessors and changes to them are governed by applicable law and the data processing agreement.
- 23.12.5 SIMA implements appropriate safeguards and informs the Customer of security incidents affecting the Customer in accordance with applicable statutory and contractual obligations. Notifications required by law are not excluded by these GTCs. Measures against unlawful government access to data are also governed by any applicable EU data law.
- 23.13 Required Device and Telemetry Data
- 23.13.1 SIMA may collect, have transmitted by the Bondix client, store, analyze, and use technical device and telemetry data to the extent necessary and legally permissible for the provision, reliable operation, or security of the Bondix products used by the Customer and, in particular, the Bondix Hosted Services. Scope, frequency, and retention are limited to that need.

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- 23.13.2 When Bondix Hosted Services are used, this may include the MAC address used to identify the router on which the Bondix client runs, the operating system and operating system version, CPU type/model and processor architecture, and the Bondix client version. This provision does not permit collection of the MAC addresses of end devices connected behind the router. Additional data categories require a specifically described lawful purpose and corresponding transparency.
- 23.13.3 Permitted purposes are device and access management, compatibility checks, error diagnosis and remediation, and the detection, analysis, and prevention of security risks, misuse, and unauthorized access. This also includes identifying affected software versions and preparing necessary security measures. No general authority for remote administration or installation of arbitrary software is granted.
- 23.13.4 This telemetry authorization does not include analysis of communication content or browsing histories, advertising, personal marketing profiles, or sale of data. Optional analytics and general product optimization are not covered. Data must be minimized and anonymized where possible; pseudonymized data may still constitute personal data.
- 23.13.5 The actually applicable legal basis, in particular Article 6(1)(b) GDPR where objectively necessary for performance of the contract or Article 6(1)(f) GDPR where supported by a valid balancing of interests, is stated for each purpose in the privacy notices. For data relating to employees or other users, the legal basis must be assessed separately; the contract with the Customer does not automatically justify every processing operation involving third-party personal data.
- 23.13.6 To the extent Section 25 TDDDG applies to reading or storing information on a device, consent is dispensed with only where a statutory exception is actually satisfied. The exception for a digital service expressly requested by the user requires strict necessity. Otherwise, separate valid consent must be obtained. Acceptance of these GTCs does not constitute blanket consent to telemetry.
- 23.13.7 SIMA appropriately protects transmission and access, limits recipients to necessary authorized persons and service providers, and deletes or anonymizes data when the purpose ceases to apply, subject to statutory retention and other valid legal bases. The privacy notices specify in particular the purposes, legal bases, recipients, third-country transfers, retention periods or criteria, and data subject rights. Technically unavoidable consequences of non-provision are explained before the affected function is used.
- 23.14 Changes to Services and Terms
- 23.14.1 Technical adjustments necessary to maintain conformity with the contract, security, and legal compliance are permitted and will be communicated in accordance with statutory requirements. Other changes generally require agreement; booked core services may not be freely reduced.
- 23.14.2 Where digital products are supplied to consumers on an ongoing basis, additional changes may be made only for a valid reason specified in the contract: necessary adaptation to changed technical standards or interfaces, mitigation of newly identified security risks, or implementation of new legal requirements. Such changes must not create additional costs and must be clearly explained. A mere desire to increase revenue is not such a reason.
- 23.14.3 In the event of more than insignificant impairment, SIMA informs consumers reasonably in advance on a durable medium of the content, timing, and their rights. Consumers may terminate free of charge within 30 days pursuant to Section 327r BGB; the period begins upon receipt of the information or, if later, when the change takes effect. The statutory exception for a product that remains usable without change and without additional cost remains unaffected.
- 23.14.4 Amendments to these GTCs and prices do not become effective through silence. New terms may be expressly agreed. For unavoidable material changes to services in business-to-business relationships, a separate agreement or lawful termination of the contract is required.
- 23.15 Minimum Term, Continuation, and Failure to Make Advance Payment
- 23.15.1 The one-time pass ends automatically after its seven-day usage period in accordance with Section 23.6.3. For subscriptions, the initial minimum term corresponds to the selected advance-payment plan: annually, twelve calendar months; quarterly, three calendar months; monthly, one calendar month; or alternatively 30 days. It runs from conclusion of the contract until the beginning of the next agreed payment period. The actual date of a debit does not alter this boundary. The order and contract confirmation state the commencement date, end date, and next payment date.
- 23.15.2 The Customer may give ordinary notice of termination during the current initial minimum term effective at the end of that period; receipt before expiry of the period is sufficient. The already paid access remains available until expiry. Extraordinary termination rights, withdrawal rights, and statutory provider-switching rights remain unaffected.
- 23.15.3 Business customers only: The contract continues for the next selected payment period if the advance payment due for that period is made on time and no notice of termination effective at the end of the period has been given. Each paid subsequent period constitutes the corresponding new fixed contract period. If advance payment is not made, the contract and ongoing access to the Bondix Hosted Services end automatically at the expiry of the already paid period, without separate notice. SIMA confirms the expiry in text form. No flat-rate remuneration obligation arises for a subsequent period that does not come into existence.
- 23.15.4 Consumers: After expiry of the initial minimum term, a contract that has not been terminated continues only for an indefinite period. The consumer may then terminate it at any time with one month's notice. Continued annual or quarterly advance payment does not create a new minimum commitment of the same duration; where applicable, a pro rata refund must be made pursuant to Section 23.6.6. The selected payment cycle remains in place until an agreed change. A service expressly ordered anew at a later date must be assessed separately; mere silence or an automatic debit does not constitute conclusion of a new fixed minimum term.
- 23.15.5 For consumers, a failed payment attempt does not automatically lead to immediate termination. SIMA informs the consumer of the outstanding amount and the consequences and generally grants a reasonable payment period of at least 14 calendar days after receipt of the notice, unless stricter statutory requirements apply. After unsuccessful expiry of that period, SIMA may restrict access pursuant to Section 23.11 and, where the statutory requirements are met, terminate the contract for cause. Review, notification, and termination may be technically automated; any required notice of termination must be delivered to the Customer in text form. No automatic termination independent of these requirements is agreed.
- 23.15.6 A properly initiated payment still being processed in the ordinary course, a delay attributable to SIMA or its payment service provider, and a legitimate withholding of payment must be taken into account before automated termination or suspension. A mere technical debit error is not equivalent to definitive non-payment. Chargebacks or subsequently insufficient funds do not trigger retroactive termination; the statutory and agreed remedy and termination rules apply.
- 23.15.7 Upon expiry or effective termination, ongoing operation of the Bondix Hosted Service ends; the Customer receives confirmation stating the termination time. Data retrieval pursuant to Section 23.17 is separate from tunnel operation. A later payment does not reactivate an already terminated contract retroactively; a new service period must be expressly agreed. SIMA allocates mistaken payments correctly or refunds them where there is no legal basis to retain them.
- 23.15.8 Notices of termination and non-renewal by the Customer may be given in text form, in particular by email, and via any online functions required

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- by law. SIMA confirms receipt and the effective date. SIMA may ordinarily terminate at the end of a fixed contract period with one month's prior notice; for a shorter initial period, the promised duration remains fully available and a further period may be declined before it begins. For indefinite continuation, SIMA's ordinary notice period is three months. Statutory extraordinary rights remain unaffected.
- 23.15.9 Free trials are available exclusively to the expressly stated extent and for the stated period and end without paid continuation unless a paid subsequent contract is expressly and validly agreed. The paid 7-day pass is not a free trial. Mandatory statutory switching and termination rights, in particular under Section 23.17 and, where applicable, telecommunications law, take precedence over conflicting term provisions.
- 23.16 Extraordinary Termination and Consequences
- 23.16.1 Either party may terminate for cause where the statutory requirements are met. In the case of remediable breaches of duty, prior warning or a reasonable cure period is required unless the law provides an exception. An insolvency situation alone does not create a broader GTC-based termination right contrary to mandatory insolvency law.
- 23.16.2 Following effective termination, the right to ongoing operation of the Bondix Hosted Service ends, subject to agreed or statutory transition services. Access codes are deactivated. If the Customer wishes to continue Bondix operation outside the Hosted Service, it must reconfigure its devices to another suitable endpoint or server environment. Data export and deletion are governed by Section 23.17.
- 23.16.3 Termination does not trigger a contractual penalty or a flat-rate acceleration of all future charges. Charges owed up to the effective end of the contract and statutory damages claims remain unaffected. Services after the end of the contractual relationship require a separate legal basis.
- 23.17 Switching Provider, Data Export, and Deletion
- 23.17.1 SIMA enables a switch to another provider or to the Customer's own infrastructure and the export of available exportable Customer data. Requests may be submitted in text form to sales@simagmbh. Where Chapter VI of Regulation (EU) 2023/2854 (Data Act) applies, its mandatory provisions apply additionally and take precedence.
- 23.17.2 The technical switching process begins no later than one month after receipt of a sufficiently specific switching request, unless the Customer requests a later start. SIMA supports the switch in good faith, maintains the booked service during the transition phase, and preserves security. The regular transition period is no more than 30 calendar days. Only legally permissible and justified extensions are possible; SIMA explains them in good time and agrees the further procedure. Any statutory rights of the Customer to request an extension remain unaffected.
- 23.17.3 The export includes available configurations assigned to the Customer, device and tunnel assignments, Customer-generated settings, and exportable usage/billing data and metadata. The complete categories, formats, interfaces, and justified exceptions are specified in the service schedule before conclusion of the contract. Transmitted communication content that is not stored cannot be provided retrospectively. Other customers' data, non-transferable access keys, and protected internal SIMA software need not be disclosed without a legal basis; exceptions must not frustrate statutory switching rights.
- 23.17.4 SIMA provides exportable data in a structured, commonly used, machine-readable format and complies with the applicable interface and interoperability obligations. This does not constitute a general promise that data can be imported into every third-party product or that proprietary source code will be disclosed; any mandatory additional obligations remain unaffected.
- 23.17.5 A contract covered by a legally regulated switching process ends upon successful switching in accordance with the applicable rules; SIMA notifies the Customer of completion. If the Customer instead chooses deletion as provided by law, the applicable termination rules apply.
- Previously agreed recurring usage fees remain payable until the effective end. Under these GTCs, SIMA charges no separate switching or data export fees and no flat-rate early termination compensation.
- 23.17.6 Exportable data remains available for retrieval for at least 30 calendar days after completion of the transition period. In the event of other contract termination, retrieval is likewise made available for 30 calendar days unless the Customer requests an earlier lawful deletion. During such retrieval-only period, there is no entitlement to continued tunnel operation.
- 23.17.7 Thereafter, the affected Customer data is deleted unless statutory retention or another legal basis prevents deletion. Billing data subject to statutory retention is handled separately for that purpose. Backup copies are removed in accordance with the deletion cycle disclosed in advance and are not reused for ongoing operations. Data protection and data processing rights remain unaffected.
- 23.18 Defect Rights
- 23.18.1 SIMA owes the agreed service and the conformity required by law. In the event of defects, the applicable statutory rights apply, including, where relevant, cure, price reduction, termination, and damages. For consumers, the rules on digital products and required updates remain unaffected.
- 23.18.2 There is neither deemed acceptance after seven days nor a blanket limitation of defect rights to twelve months. SIMA will explain any necessary cooperation in an understandable manner; unreasonable cooperation or unlimited remote access is not a prerequisite for the Customer's rights.
- 23.18.3 SLA credits are, where applicable, additional contractual benefits. A guarantee of quality or durability is assumed only by an express guarantee statement.
- 23.19 Liability
- 23.19.1 SIMA has unlimited liability for intent and gross negligence, culpable injury to life, body, or health, fraudulent concealment, and under mandatory liability provisions, in particular the German Product Liability Act. Any guarantees assumed apply according to their terms.
- 23.19.2 In the event of a slightly negligent breach of material contractual obligations, liability is limited to the damage typical for the contract and foreseeable at the time the contract was concluded. Material obligations are those whose performance is necessary for proper execution of the contract and on whose performance the Customer may regularly rely. Otherwise, liability for slight negligence is excluded; Section 23.19.1 remains unaffected.
- 23.19.3 This provision applies correspondingly to legal representatives and agents. No general liability cap of zero for free services, one-month claims period, or unconditional indemnification in favor of SIMA is agreed. Statutory limitation periods and mandatory data protection claims remain unaffected.
- 23.19.4 The Customer is liable for its own breaches of duty in accordance with the law. Reimbursement of third-party claims requires an appropriate statutory basis or a separately and validly agreed contractual basis.
- 23.20 Consumer Rights and Final Provisions
- 23.20.1 Consumers have rights of withdrawal where the statutory requirements are met. The separate withdrawal instructions and model form in Annex B must be provided before the relevant contract is concluded. For an ongoing digital service, an existing withdrawal right does not expire merely upon activation of access. SIMA provides any electronic withdrawal and termination functions required by law.
- 23.20.2 If a consumer requests that SIMA begin providing the Bondix Hosted Services before expiry of the statutory withdrawal period, provision may begin immediately after conclusion of the contract. This requires the consumer, before conclusion of the contract, to expressly request that SIMA begin performance before expiry of the withdrawal period. If the consumer exercises the right of withdrawal after performance has begun, SIMA may claim compensation for the services provided up to

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the time of withdrawal in accordance with statutory provisions. To the extent the right of withdrawal expires early under statutory law due to full performance of the contract, this requires, in particular, the consumer's express consent and acknowledgement as required by law.

- 23.20.3 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Consumers retain the mandatory protection of the law of their habitual residence that would otherwise apply under private international law. The statutory places of jurisdiction apply to consumers.
- 23.20.4 Exclusive jurisdiction at SIMA's registered office is agreed only if the Customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law and such agreement is legally permissible. Mandatory jurisdictions remain unaffected.
- 23.20.5 SIMA is generally not willing to participate in voluntary consumer dispute resolution proceedings; statutory participation and information obligations and mandatory sector-specific dispute resolution rights remain unaffected.
- 23.20.6 If individual clauses are invalid, the statutory consequences apply; no obligation is agreed to negotiate a replacement clause that is economically as similar as possible. Individual agreements take precedence. In the event of language discrepancies, the German version prevails unless mandatory transparency and consumer protection rules provide otherwise.

These General Terms and Conditions (GTCs) are a translation of the original and legally binding Allgemeine Geschäftsbedingungen (AGB).