

Terms of use for operating SKS IP systems

Preamble

With their SKS IP system customers have the option to offer building-related services from SKS (SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof) via connected components in the facilities operated by them. Doing so the attractiveness and value of a building can be enhanced. These services can also be purchased from SKS. With these services, customers can flexibly and contemporarily manage and access the components installed in the building. The current functionality of the IP system for operators and end users is compatible with the my sks app.

I. General provisions

1 Scope and definitions

- 1.1 The following provisions apply to the operation and use of the IP products manufactured by SKS-Kinkel Elektronik GmbH, Im Industriegebiet 9, 56472 Hof, (hereafter referred to as SKS) in connection with an SKS IP system with components such as a COMFORT IP door station and/or a media coupler (hereafter IP system).
- 1.2 These provisions apply from the time the IP system is put into operation. Acquisition and installation of the IP system by the operator are required for using and claiming the services of SKS in accordance with these provisions.
- 1.3 In addition to that the general terms and conditions of SKS also apply. With regard to purchasing the IP system as well as its initial setup, the corresponding contract documents apply. Insofar as reference is made to the data sheet User licenses or price lists in these provisions, these also apply. In case the customer takes out insurance from SKS, the relevant insurance conditions take precedence.
- 1.4 Conflicting or deviating general terms and conditions or other restrictions by the operator of the IP system do not become part of the contract, even if SKS has not specifically contradicted them.
- 1.5 According to these provisions, the operator is whoever provides an SKS IP system in a building for the use by a certain group of people.
- 1.6 According to these provisions, end users are all persons the operator makes SKS services or products available to.
- 1.7 End users are generally not a party to these terms of use. If the operator wants to make restrictions of a contractual or material nature in relation to the end users, he is responsible for entering into corresponding contracts or provisions with the end users.
- 1.8 Operators in the sense of these terms of use are usually entrepreneurs according to § 14 BGB.

2 General provisions for operating the IP system

- 2.1 Availability of the IP system and server
 - 2.1.1 SKS guarantee an annual availability of the IP system of 99.0 %. Excluded are times during which the SKS servers are not accessible via the internet due to technical or other problems which cannot be influenced by SKS (force majeure, fault by third parties etc.) as well as times when maintenance work is carried out according to numbers 2.1.2 and 2.1.3.
 - 2.1.2 SKS is entitled to carry out routine maintenance and servicing work on the servers. If possible SKS will make sure to schedule the respective work to be carried out outside the normal business hours.
 - 2.1.3 SKS is also entitled to carry out unplanned maintenance and servicing work on the servers. If possible SKS will make sure to schedule the respective work to be carried out outside the normal business hours.
 - 2.1.4 The liability of SKS for the inaccessibility of the IP system in the event of intent or gross negligence remains unaffected. SKS can temporarily restrict access to the IP system if the security of the network operation, the maintenance of the network integrity - in particular the avoidance of serious disruptions to the network, the IP system or stored data - so require.

- 2.1.5 SKS starts work to restore the availability of the IP system immediately (response time) after receipt of the fault report (within service hours Monday to Thursday 7:30 a.m. to 4:30 p.m. and Friday from 7:30 a.m. to 1:00 p.m.).

3 Privacy

- 3.1 Compliance with the legal requirements for data protection and data security is the sole responsibility of the operator. He is responsible in particular for taking all suitable technical and organizational measures to protect personal data. This also applies if SKS points out the need for special measures in these provisions.
- 3.2 If SKS collects, processes or uses personal data on behalf of the operator, SKS will conclude a contract with the operator within the meaning of Art. 28 GDPR. The operator is solely responsible for entering into such a contract.

4 Rectification and subsequent delivery, supplementary consulting and IT services

- 4.1 The rectification and subsequent delivery within the scope of the warranty obligations, to which SKS is subject in the case of material and legal defects, are not affected by the following provisions.
- 4.2 If required and expressly commissioned by the operator, SKS provide additional IT support services (consulting and support services) with regard to the operation and initial setup of the IP system. The operator is responsible for success of this.
- 4.3 Consulting and support services are billed separately by SKS on the basis of a remote maintenance agreement.

5 Remote maintenance

- 5.1 SKS provide IT support services exclusively by means of remote maintenance. The operator and SKS each bear their own connection costs to the Internet.
- 5.2 Remote access to the operator is required to carry out remote maintenance. The technical equipment required by the operator for this and allowing for external access to his systems must be provided and ensured by the operator.
- 5.3 The operator must ensure that the data protection requirements are complied with. Remote maintenance is usually carried out as data processing by order in the sense of Art. 28 GDPR. The operator is responsible that the remote maintenance is legitimate under data protection law. In addition, Appendix 1 (Agreement on order processing) applies to this contract.
- 5.4 To carry out remote maintenance a separate remote maintenance agreement is concluded between SKS and the operator. This can be viewed after registering the product on the my-sks.de portal or requested electronically from SKS (support@sks-kinkel.de).
- 5.5 As part of the remote maintenance, the operator must describe any possible errors or application problems as precisely as possible. When fixing errors, he follows the instructions and recommendations from SKS
- 5.6 The operator must appropriately protect his data and IT systems through suitable organizational and technical precautions such as virus scanners, firewalls and passwords. The operator is responsible for up-to-date data backup in an appropriate form. This backup must also guarantee a timely and economically sensible restoration of the data.
- 5.7 If SKS get to know security-relevant passwords in the course of the remote maintenance, the operator must change these immediately after the remote maintenance has ended.

II Using the component-based services from SKS by the operator

6 Contractual object

- 6.1 If the operator has acquired an IP system and its components and installed them in the building, SKS provides the operator with the use of various functions in return for payment. For the operator, the specific range of functions depends on the functionality of the products he has purchased (for example, parcel compartment system as a storage location for shipments of goods by transport and shipping companies). This can be found in the applicable user license data sheet.

- 6.2 One condition for using the functions is the initial setup of the respective interface. This interface, so to speak, couples the technical and structural components of the IP system with the service components. The interface is set up once by SKS and may be subject to a charge. The amount of these costs is based on the current data sheet Usage licenses by SKS.
- 6.3 After that it is necessary to acquire or purchase a license that is subject to a fee and possibly term-based in order to use the functions provided by SKS. To be able to use these functions, the payment of a corresponding fee-based and possibly term-based usage fee must be made.

7 Range of functions of the IP system

The specific range of functions is continuously refined by SKS, it can therefore be expanded, modified and changed significantly. The range of functions available at the time of the provision of the IP system and its contractual components from SKS applies according to the current data sheet Usage licenses. The customer ensures that he has the hardware (e.g. media coupler) or any necessary configurations required to use the functions.

For payable functions the operator can choose between two reference models:

Using the functions of the IP system without limitation of the running time

SKS grants the operator the unlimited right to use the functions against a one-off payment of a usage fee. The functions covered by the contract are determined when the order is placed. SKS will provide the operator with any product improvements and security updates free of charge for a period of 24 months. Receiving functional updates and additional modules (additional modules are only provided by SKS for door communication) ends automatically after this period has expired. Due to technical advancement, without further purchase of functional updates and additional modules, compatibility and availability restrictions may occur in the medium and long term, insofar as functional updates and additional modules are required for the operation of SKS products. If the operator has decided to purchase functions for a parcel locker system, the operator help desk and support via remote maintenance by SKS are also available free of charge within the term of 24 months. After 24 months, the customer can decide (if necessary earlier) whether to switch to using the functions of the IP system for a specific period of time (product change). In this case, the current SKS prices apply in accordance with the data sheet User licenses valid at the time of the product change.

Term-based usage of the functions of the IP system

In the case of a term-based use of the functions provided by SKS, SKS grants the operator the right, to use the functions of the IP system for the term of the contract. The functions covered by the contract are determined when the order is placed. The minimum contract duration is twelve months. In this case, SKS will provide the operator with functional updates and additional modules for the duration of the contract (additional modules are only provided by SKS for door communication). If the operator has decided to purchase functions for a parcel compartment system, the operator help desk and support via remote maintenance by SKS are also available free of charge during the term of the contract.

The license term is automatically extended by another twelve months at a time and can be terminated by both parties with a notice period of three months at the end of the term. The termination can be declared via the **my sks** portal.

III The operator's obligations

8 General obligations of the operator

- 8.1 The operator has to inform himself about the essential functional features of the IP system as well as possibly compatible third-party products and bears the risk of whether these correspond to his wishes and needs. In case of doubt he has taken advice from employees of SKS or from expert third parties before concluding the contact. SKS provide product information on the respective products on their website. The documents SKS provide when the IP system is delivered (e.g. wiring plans) must be complied with by the operator.
- 8.2 The establishment of a functional hardware and software environment, which is – taking into account the additional load from the IP system – adequately dimensioned, is the sole responsibility of the operator.
- 8.3 The initial setup and operation of the IP system are the sole responsibility of the operator.

- 8.4 The operator is solely responsible for fulfilling the data protection obligations during the operation and installation of the IP system and all products that are or can be connected to it.
- 8.5 The operator himself is solely responsible for the maintenance of indoor stations as well as all IP components.

9 Obligations during the operation of the IP system

- 9.1 The operation of an IP system and the provision of additional functions by the operator for the end user is associated with fundamental dangers and risks that are beyond the control of SKS.
- 9.2 The operator is generally responsible for economically securing these risks by using technical precautions or by taking out appropriate (additional) insurance. The operator must in particular exhaust all possibilities within his sphere of influence in order to minimize the dangers and risks for end users and to protect the availability and integrity of the technical components of the IP system.
- 9.3 Apart from that he must especially meet the legal requirements of data protection and data security.
- 9.4 The operator must keep the components of the IP system securely by taking sufficient technical and organizational measures and has to protect them from access by unauthorized third parties.
- 9.5 The operator must establish the hard-and software environment for the operation of the IP system in such a way that unauthorized third parties cannot access the IP system (e.g. locked room, firewall, virus protection). If individual components are located in traffic areas inside of buildings, the operator must increase his technical and organizational measures to ensure the safety of these components.
- 9.6 The functionality of the IP system is linked to the continuous availability of the Internet at the site of operation. Depending on the location or operational environment, continuous availability of the Internet can only be ensured through additional measures (e.g. an additional, fail-safe Internet connection). The operator takes all the necessary measures autonomously, in case he has to guarantee an uninterrupted internet connection by contract or by law.

10 Obligations for issuing and disclosing of registration data

- 10.1 The use of the software application **my sks** (at least with the current functionality of the IP system) as well as third-party devices and software products is only possible for end users with valid registration data. When issuing this registration data, the operator is obliged to choose an appropriately secure password (password length, character set), taking into account and using the technical possibilities.
- 10.2 If unauthorized access to the information by a third party is suspected, the operator is obliged to change the registration data immediately.

IV. Concluding provisions

11 Liability

- 11.1 The liability of SKS, for whatever legal reason, is limited to the contractually foreseeable damage. This applies in particular if damage to the user is based on a breach of his contractual obligations according to these Terms of use.
- 11.2 This does not apply
- ✓ for breaching essential contractual obligations, i. e. contractual obligations the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the user regularly trusts and can trust (cardinal obligations),
 - ✓ for damages to body, life and health,
 - ✓ for intentional or grossly negligent breaches of duty by SKS, their legal representatives or vicarious agents,
 - ✓ for liability under the Product Liability Act and
 - ✓ for claims arising from guarantees.
- 11.3 For the period of limitation legal requirements apply
- 11.4 The objection of contributory negligence remains unaffected for SKS.

12 Concluding provisions

- 12.1 Should a provision of these terms of use be or become ineffective or contain a loophole, this shall not affect the legal validity of the remaining provisions. Insofar as the ineffectiveness does not result from a violation of §§ 305 ff. BGB, an effective provision shall be deemed to have been agreed in place of the ineffective provision, which comes as close as possible in economic terms to what the contractual partners wanted.
- 12.2 Contract language is German.
- 12.3 Place of jurisdiction to entrepreneurs is the registered office of SKS.