

OneStop Pro General Terms and Conditions (GTCs)

Valid as of: March 2026

1. Scope and Parties

1.1. These GTCs shall be valid exclusively for commercial transactions with entrepreneurs, i.e. with natural persons, legal entities or private partnerships with legal capacity, who/which, on concluding a legal transaction, are acting in the exercise of their commercial or self-employed occupational activity.

1.2. These GTCs shall be valid for all services of OneStop Pro Software Solutions GmbH (hereinafter “OneStop Pro”) in connection with the OneStop Pro Software as a Service Solution application, and in particular for

- the provision of the OneStop Pro Software as a Service products and of the app (<https://www.onestop-pro.com/>, hereinafter “**OSP Services**”);
- the sale of hardware components;
- implementation, adaptation, and other services (hereinafter “**Professional Services**”);

(hereinafter “**Services**”), which OneStop Pro provides to the entrepreneur or company who/which is referred to in the quotation as contracting party (“**Customer**”).

1.3. Differing, conflicting, or supplementary general terms and conditions of business of the Customer shall only become a valid component of the contract if OneStop Pro has expressly consented to their validity. This requirement for consent shall apply even where OneStop Pro provides deliveries or services without reservation while having knowledge of the Customer’s general terms and conditions of business.

1.4. The contractual relationship between the parties shall be based on the following contractual documents, listed below in order of precedence:

- the quotation from OneStop Pro accepted by the Customer (“**Quotation**”);
- contract for commissioned data processing (where applicable); and
- these GTCs.

Individual agreements reached with the Customer in specific cases (including ancillary agreements, additions, and amendments) shall always take precedence over these GTCs. A written contract or written confirmation from us shall be authoritative for the content of such agreements, unless there is evidence to the contrary.

1.5. Legally relevant declarations and notifications of the Customer with regard to a contract that has been concluded (e.g. setting of deadlines, notifications of defects, cancellation or reduction of the purchase price) must be submitted in writing. Legal formalities and additional supporting documents, in particular if there are doubts about the legitimacy of the declarant, shall be unaffected.

1.6. References to the applicability of statutory provisions shall be for the purposes of clarification only. Even without such clarification, the statutory provisions shall therefore be applicable unless they are directly amended or expressly excluded in these GTCs.

2. Quotation / Conclusion of Contract

2.1. Unless expressly stated otherwise, information on products and services that is provided on the Internet or in brochures, catalogs, or other materials of OneStop Pro shall be subject to change with regard to the services, quantities, and ancillary services and shall not yet represent a binding Quotation by OneStop Pro as regards the conclusion of a contract.

2.2. A contract shall be concluded between the parties when the Customer accepts a binding Quotation from OneStop Pro. The Quotation together with these GTCs shall also be referred to below as the “**Contract.**”

3. OSP Services

3.1. Scope of performance

3.1.1. For the duration and scope agreed in the Quotation, the Customer shall, in return for a fee, receive access over the Internet to the OSP Services specified in said Quotation. To this end, OneStop Pro shall set up the OSP Services on a server that the Customer can access over the Internet, currently at the following address: <https://app.onestop-pro.de/>.

3.1.2. The OSP Services represent SaaS provided via the medium of the Internet for the construction industry and other sectors, which can also be used via an app.

3.1.3. OSP Services are available in the form of different products, each of which includes a different scope of use. The scope of use of the different OSP Services is described in the current performance specification at <https://www.onestop-pro.com/de/produkte/>. The contractually owed scope of OSP Services shall depend on the type and number of the packages specifically agreed upon with the Customer and specified in the Quotation.

3.1.4. OneStop Pro shall continue to develop the OSP Services on an ongoing basis and shall improve the OSP Services at its discretion by means of updates and upgrades. OneStop Pro shall provide necessary security updates, especially those required by applicable EU cyber-resilience law, for the timeframes stipulated in each case. The Customer shall be required to install security updates of this kind without delay and follow the associated instructions.

3.1.5. An active Internet connection shall be required to use the website-based OSP Services. In addition, an up-to-date version of a modern web browser such as Chrome or Firefox is needed to use OneStop Pro. The Customer shall itself be responsible for meeting the technical requirements for accessing OSP Services.

3.1.6. The OSP Services can provide interfaces for communication with e.g. ERP systems and telematics solutions. In order to be able to use these interfaces, the Customer's hardware and/or software shall, where applicable, have to meet specific requirements. The Customer shall be responsible for ensuring that these requirements are met. OneStop Pro can customize interfaces to suit different types of software. Such customization services must be ordered and paid for separately by the Customer.

3.2. License

3.2.1. OneStop Pro shall grant the Customer the non-exclusive, non-transferable and non-sublicensable right to access and use the OSP Services specified in the Quotation during the agreed term, in accordance with the Quotation, and in the manner specified by the documentation and these GTCs. Services may only be configured in the extent that is permitted according to the documentation. After creating a user profile in OSP Services, the user shall receive, at their specified email address, an email with an activation link providing access to OSP Services once the user has created and entered a password of their own

choosing. The login details, which consist of an email address and a password (“**Login Details**”), shall be required in order to use OSP Services. The Customer undertakes to keep its account and Login Details confidential and shall ensure that any authorized third parties undertake to do likewise. If the Customer surmises any unauthorized use of its accounts, SaaS user data, or passwords, the Customer must inform OneStop Pro of this immediately. The Customer shall require all authorized third parties who are granted access to OSP Services to enter into a non-disclosure agreement not to disclose OSP Services any further or to use them in any way other than that provided for in the Contract. For the purposes of this Section 3.2, “**Authorized Third Party**” shall refer exclusively to contractors or consultants of the Customer who have been commissioned to provide services solely for the Customer’s internal use. If there are any doubts about whether it is permissible to pass on Login Details, the Customer shall obtain OneStop Pro’s consent before doing so.

3.2.2. The Customer shall be responsible for ensuring that its legal representatives and its vicarious agents as well as third parties authorized in respect of usage comply with the provisions of the Contract. For each instance of culpability in relation to any breach of the Contract by its legal representatives and/or its vicarious agents and/or third parties authorized in respect of usage, the Customer shall be liable in the same extent as for its own culpability.

3.3. Restriction on use

The Services may only be used for the Customer’s internal business processes or functions and not for the commercialization of OSP Services or to provide services to third parties. When using OSP Services, the Customer shall not be permitted, either indirectly or directly:

- to breach or circumvent restrictions on use specified in these GTCs and/or the performance specification;
- to assign, sell, resell, (sub-)license, lease out, loan, or outsource rights to use and access OSP Services to third parties, or to transfer such rights in any other way, unless this is expressly permitted in the Contract;
- to copy or reproduce any parts, special features, functions, or user interfaces of OSP Services;
- to interfere with or disrupt the integrity or performance of OSP Services;
- to use OSP Services in order to disrupt or damage the system or environment of a third party;
- to access OSP Services in order to produce a derived work, a rival product, or a service that is in competition with Services;
- to reverse-engineer OSP Services, especially software (except where expressly permitted by mandatory applicable law such as Section 69a of the German Copyright Act (Urheberrechtsgesetz, UrhG));
- to make changes or enhancements to OSP Services or derived works that are based on Services or confidential information in respect of services;
- to publish results of benchmark tests conducted using OSP Services;
- to change, destroy, or otherwise remove proprietary notices or labels that pertain to OSP Services or that are embedded therein;

- to commit criminal offenses or other legal infringements of any kind;
- to introduce and distribute any form of malware (viruses, Trojans, worms, etc.); or
- to feed in and distribute material that is illegal, inhumane, offensive, or obscene.

3.4. Blocking access to OSP Services

OneStop Pro shall be entitled to block the Customer's access to OSP Services if:

- the Customer infringes terms of these GTCs;
- OneStop Pro is obligated to do so by law or through a court or administrative order;
- there are indications of a misuse of access to OSP Services of the Customer;
- there are indications that third parties have obtained the Customer's Login Details in an unauthorized manner;
- there are indications that the Customer has granted third parties unauthorized access to OSP Services either free of charge or in return for payment;
- the Customer fails to pay the agreed fee for more than two weeks beyond the due date;
- it is absolutely necessary to block the Customer's access for technical reasons (e.g. for maintenance work); or
- OneStop Pro has other valid reasons that justify a block, taking into account the circumstances.

4. Sale of Hardware Components

4.1. Sale of hardware components via OneStop Pro

4.1.1. OneStop Pro shall sell the Customer the hardware components as specified in the Quotation and shall transfer ownership of said components to the Customer upon full payment of the purchase price and delivery.

4.1.2. Until full payment of the purchase price, OneStop Pro shall reserve ownership of all hardware components supplied within the framework of the Contract. Before transfer of ownership, the Customer may only use the hardware components with OneStop Pro's written consent.

4.1.3. Except where otherwise expressly agreed in writing, responsibility for the choice of ordered hardware components, for the outcomes planned by the Customer, and for the interaction of individual components shall lie solely with the Customer.

4.1.4. OneStop Pro shall be entitled to deliver hardware components that have been modified as regards their design and form. This shall, however, require that the overall performance of the hardware components is not impaired as a result.

4.1.5. Where they are not available in German, OneStop Pro shall be entitled to deliver program and product documentation as well as other documents in the English language.

4.1.6. The Customer shall be responsible for implementing the hardware components, unless this service has been specifically ordered and listed in the Quotation as an element of performance. Installation instructions for the implementation of hardware components shall not be binding and shall not constitute part of the performance owed by OneStop Pro under the Contract.

4.2. Sale of hardware via the OneStop Pro online shop

4.2.1. The OneStop Pro online shop (<https://shop.onestop-pro.de/>) is operated by Reidl GmbH & Co. KG, Kringeller Strasse 80, 94116 Hutthurm (“**Reidl**”), an affiliate of OneStop Pro. The seller of the products purchased via the OneStop Pro online shop is Reidl. Reidl’s GTCs shall apply in such cases; these are available at <https://shop.onestop-pro.de/shop/agb>.

4.2.2. Where the Customer uses the online shop to purchase products (such as GPS trackers) that are fitted with a SIM card for connection to the OSP Services, associated additional monthly costs shall be payable to OneStop Pro. Upon conclusion of the purchase contract with Reidl, the Contract existing between the Customer and OneStop Pro on the use of the OSP Services shall be augmented to include the corresponding services. Products that involve additional costs payable to OneStop Pro are marked accordingly in the online shop.

4.2.3. The monthly fee for the SIM cards and for connection of the corresponding hardware to the OSP Service used by the Customer shall be derived from the Quotation that the Customer has accepted in connection with the utilization of additional Services through OneStop Pro or from the current OSP price list available at [https://shop.onestop-pro.de/assets/scope/op/Preisliste Hardware Listenpreise.pdf](https://shop.onestop-pro.de/assets/scope/op/Preisliste%20Hardware%20Listenpreise.pdf).

4.2.4. The use of the SIM card may be terminated by either OneStop Pro or the Customer with a notice period of four (4) weeks to the end of a quarter by means of a written declaration to OneStop Pro. However, the hardware cannot be connected to the OSP Services without an activated SIM card.

5. Professional Services

5.1. Implementation and adaptation services to integrate and install software solutions and other (HR) services shall be agreed separately between the Customer and OneStop Pro in the Contract.

5.2. OneStop Pro shall provide Professional Services on its own responsibility in accordance with the generally acknowledged state of the art at the time the service is provided and using appropriately qualified personnel.

5.3. Except where otherwise agreed, communication with the Customer shall be in the German or English language, depending on availability.

5.4. The parties agree that the employees of OneStop Pro shall not be integrated within the Customer’s work organization but shall work independently under the exclusive authority of OneStop Pro. This shall also apply where a joint team has to be formed with employees of the Customer due to the nature of the respective Services. All communication between the Customer and OneStop Pro shall be via the respective central contact persons, each of whom shall be designated in writing (email shall suffice) and who may give binding declarations to the other party and make decisions. Only OneStop Pro’s central contact person shall have the right to issue instructions to employees of OneStop Pro (especially in relation to the place, time, and content of the respective performance being provided). This shall also apply if the services are provided on the Customer’s premises.

5.5. OneStop Pro shall reserve the right to replace an employee used to provide the respective Services with another employee at any time, provided said other employee has the requisite qualification.

6. Delivery Time, Transfer of Risk, and Shipping

6.1. Except where otherwise agreed, the place of performance shall be the registered office of OneStop Pro.

6.2. If the Quotation for Services specifies dates for delivery and performance, these dates shall not be fixed deadlines, unless they have been expressly specified and agreed as such. In the absence of an agreement on the delivery time, OneStop Pro shall be authorized, taking into account the Customer's general (and discernible) expectations, to specify the delivery time at its own discretion and to provide the contractual performance based on the available capacities and workloads.

6.3. Where the agreed Services include the shipment of products, the type of shipping and the packaging shall be decided based on OneStop Pro's professional judgment.

6.4. OneStop Pro shall only be entitled to make partial deliveries in cases where the Customer can use the partial delivery as part of the contractually intended purpose, where delivery of the remaining products as ordered is assured, and where the Customer incurs no major additional effort or additional costs as a result.

6.5. The risk of accidental loss or accidental impairment shall pass to the Customer at the latest when the delivery item is handed over to the carrier, shipper, or other third party assigned with carrying out the shipment (whereby the start of the loading process shall be authoritative). This shall also apply where partial deliveries are made or where OneStop Pro has assumed additional Services (e.g. the shipment of additional products or installation of such products). If the shipment or the handover is delayed due to a circumstance whose cause is attributable to the Customer, risk shall transfer to the Customer from the day on which the delivery item is ready for shipment and OneStop Pro has notified the Customer of this.

7. Change Request

7.1. If, during the course of providing Professional Services, it emerges that changes to services are necessary in order to achieve the contractual purpose of the services described in the Quotation, each party may propose a change to the content and scope of the agreed Services ("**Change Request**"). Change Requests must be submitted to the other party in writing or by email.

7.2. OneStop Pro shall not refuse to effect a Change Request without good cause. Good cause shall, for example, apply if, in the opinion of OneStop Pro,

(i) the success of the service for implementation and adaptation would be jeopardized as a result of the Change Request being effected;

(ii) the Change Request is either not technically feasible or involves disproportionate effort that is unreasonable for OneStop Pro; or

(iii) the resources required to effect the Change Request are not readily available to OneStop Pro.

The time and material involved in verifying and processing a Change Request (preliminary project) may be invoiced by OneStop Pro based on the rates of remuneration stated in the Quotation.

7.3. The Customer may refuse Change Requests made by OneStop Pro without stating reasons. Where the Customer refuses Change Requests against OneStop Pro's recommendation, the Customer shall assume responsibility for the consequences arising as a result of such refusal. This shall not affect OneStop Pro's obligations in respect of performance as agreed in the Quotation.

7.4. Change Requests shall only become valid when a written agreement is signed that includes the changes associated with implementation of the Change Request (including in particular with regard to the content and scope of performance, the time schedule and plan of procedure, and the remuneration). Until a written agreement on the changes is concluded, OneStop Pro shall continue its work on the basis of the existing Contract.

8. Remuneration

8.1. The prices specified in OneStop Pro's Quotation shall apply; these prices shall be exclusive of the respective rate of statutory sales tax.

8.2. OneStop Pro shall be entitled to adjust the amount of the monthly fee for the OSP Services after the end of the minimum term or any extension period if and insofar as the various costs used to determine the price (in particular wage, material, energy, and third-party service costs) rise or fall. The adjustment shall be made in line with the trends in these various costs, with their respective weighting to be factored into the price calculation. The adjustment shall be limited to the change resulting from the total of the relevant cost components. OneStop Pro shall notify the Customer of any fee increases in text form one month before the fee increase takes effect. The Customer may give notice to terminate the Contract with OneStop Pro within one month of receiving the notification of a fee increase (special right of termination). When notifying the Customer of a fee increase, OneStop Pro shall specifically inform the Customer of this right to give notice of termination.

9. Invoicing

9.1. Except where otherwise agreed, payments shall become due in their net amount and without any discount within thirty (30) days of the Customer receiving the invoice. The Customer shall enter into default when the payment period is exceeded, without the need for a separate reminder.

9.2. OneStop Pro may refuse to effect the Services and withhold performance to the extent that and for such time as the Customer is in default with payment of the remuneration.

9.3. Except where otherwise stated in the Quotation, any traveling times, travel expenses, and ancillary costs shall be remunerated separately based on time and material. Payment of remuneration based on time and material shall require OneStop Pro to provide evidence of the services and of the additional costs charged.

9.4. Provided this is agreed in the Quotation, OneStop Pro may demand advance invoices for individual services.

9.5. If agreed dates for on-site appointments are not kept by the Customer, OneStop Pro shall be entitled to invoice the resulting costs arising, in accordance with the customary hourly rates.

9.6. The Customer must make any objections to the invoicing of the services provided by OneStop Pro within fourteen (14) days of receiving the invoice; the Customer must do this in writing to the department specified on the invoice. After the expiration of this period, the Customer shall be considered to have approved the invoice. OneStop Pro shall draw particular attention to this when sending the invoice to the Customer.

10. Accessibility, Technical Support

10.1. OneStop Pro shall guarantee an availability rate of 97.5 percent per year for OSP Services.

The calculation of availability shall ignore any downtime due to

- (a) scheduled maintenance work that is carried out by OneStop Pro, that is announced with reasonable notice, and that either does not take longer than 48 hours or is done outside normal business hours;
- (b) urgent technical or security-related maintenance measures; or
- (c) force majeure events or other circumstances beyond OneStop Pro's control (including IT security incidents that cannot be avoided despite taking reasonable care and problems with third-party infrastructure).

Where possible and insofar as it will impose significant limitations on usability during normal business hours, OneStop Pro shall tell the Customer about scheduled maintenance work and its likely duration in writing (e.g. by email or via the OSP Services interface) at least 24 hours in advance. In the event of unforeseeable emergency measures that impose significant limitations on usability during normal business hours, OneStop Pro shall inform the Customer as soon as possible after the fact.

10.2. Technical phone support shall be available to the Customer and to its registered OSP Services users during the following service hours: Monday to Thursday 8:00 a.m. to 5:00 p.m. and Friday 8:00 a.m. to 4.00 p.m. with the exception of the statutory public holidays applicable in Bavaria. These times shall be subject to change by OneStop Pro; the current availability and the service number to call can be viewed at <https://www.onestop-pro.com/de/support/>. The Customer can also contact OneStop Pro using the contact form on this page or by sending an email to support@onestop-pro.de.

10.3 OneStop Pro shall inform the Customer in an appropriate manner about any significant vulnerabilities that have been identified and any security measures required in conjunction with OSP Services.

11. Cooperation by the Customer

11.1. The Customer shall take appropriate measures to protect Services and the software licensed for proper provision of services (including all copies thereof) from misuse, theft, misappropriation, or unauthorized access. The Customer shall inform OneStop Pro immediately if it learns of any misuse of or legal violation involving the OSP Services or any licensed software and shall then support OneStop Pro in all legal measures.

11.2. The Customer shall provide OneStop Pro in a timely manner with the necessary information and documents from within its sphere of influence and shall furnish more specific details where necessary.

11.3. The Customer shall provide OneStop Pro with the access to systems, equipment, computer programs, and IT systems that is required for proper provision of services and also provide it with the required work spaces and work resources where this is necessary to fulfill the contractual services. The same shall apply to test schedules, dates, and any test environment that is required.

11.4. The Customer is required to install any security updates provided, e.g. for apps or hardware, without delay and to implement the associated measures as specified by OneStop

Pro, otherwise OneStop Pro's liability for any resulting damage or loss shall be excluded to the extent permitted by law.

11.5. Duties of cooperation shall represent material obligations of the Customer. If the Customer does not fulfill its duties of cooperation at all or does not fulfill them in time and/or to a sufficient degree, the deadlines affected by the delay shall be postponed by the period of the delay plus an appropriate restart period. The Customer shall reimburse OneStop Pro for any additional expense incurred as a result, in addition to the agreed remuneration; this additional reimbursement shall be based on the agreed hourly rates (or, where these were not agreed in the Quotation, based on the average hourly rate for the project). OneStop Pro may provide the Customer with a quotation for it to provide these services instead of the Customer. This shall not affect other claims of the parties.

12. Warranty Rights

12.1. General warranty rights

12.1.1. OneStop Pro shall provide the Services in accordance with the descriptions in the respective quotation.

12.1.2. The Customer shall notify OneStop Pro immediately in writing or by email of any instance where the Services are not in conformity with the descriptions in the performance specification and where this is to the detriment of the Customer ("**Defect**"). This notification must contain a sufficiently detailed description of the Defect to enable OneStop Pro to identify and remedy the Defect in question.

12.1.3. Where, in the course of identifying malfunctions or remedying Defects, OneStop Pro provides services without being obligated to do so, OneStop Pro shall be entitled to demand remuneration in accordance with the hourly rates specified in the Quotation. The additional time and material incurred by OneStop Pro as a result of the Customer not fulfilling its duties of cooperation properly shall also be reimbursed.

12.1.4. The limitation period for material Defects and Defects of title shall be one (1) year after delivery or provision or, where an acceptance process is required, after acceptance. Sentence 1 shall apply mutatis mutandis where partial services are provided. This shall not affect any commercial obligations of the Customer regarding the submission of complaints. The reduction in the limitation period shall not apply in the cases specified in Section 14.4 of the GTCs.

12.1.5. Each claim for damages on the part of the Customer under the warranty shall be subject to the limitation of liability pursuant to Section 14 of these GTCs.

12.1.6. Information provided by OneStop Pro in brochures, in advertisements, and on the company's website shall not constitute guarantee statements or contain any assurance that the product will have certain features.

12.2. Supplementary rules for OSP Services

12.2.1. The Customer shall not have any warranty claims

- in the event of incorrect operation by the Customer; or
- where hardware, software, or other equipment is used that is not suitable for the use of the OSP Services.

12.2.2. Liability for damage in respect of a Defect that already existed when the Contract was entered into pursuant to Section 536a (1) of the German Civil Code (Bürgerliches Gesetzbuch,

BGB) shall be excluded, as shall the right of the Customer to rectify the Defect itself or with the assistance of a third party (“right to self-remedy”).

12.3. Supplementary rules for hardware components

12.3.1. Where part of the Services includes the delivery of hardware components, OneStop Pro shall in principle not be liable for Defects of which the Customer had knowledge at the time the Contract was entered into or where the Customer’s lack of knowledge was due to its gross negligence (Section 442 BGB)). In addition, any claims for Defects by the Customer shall require that the hardware components supplied be carefully inspected immediately after delivery to the Customer or to the third party specified by the Customer. With regard to obvious Defects or other Defects that would have been discernible upon an immediate, careful inspection, hardware components shall be deemed to have been approved by the Customer if OneStop Pro does not receive a written defect notification within seven (7) working days after delivery. With regard to other Defects, the hardware components shall be deemed to have been approved by the Customer unless OneStop Pro receives the Defect notification within seven (7) working days of the time when the Defect emerged; if the Defect was already previously obvious during normal usage, this earlier point in time shall, however, be authoritative for the start of the period for notification of defects.

12.3.2. Where demanded by OneStop Pro, the hardware component that is the subject of the complaint must be returned to OneStop Pro carriage paid. In the event of a justified notification of a Defect, OneStop Pro shall bear the costs of the cheapest shipment route; this shall not apply where the costs increase because the delivery item is at a location other than that of the intended use.

12.3.3. OneStop Pro shall not assume any guarantee for the up-to-dateness, correctness, completeness, or quality of the information contained in installation instructions, since this is a voluntary service that is provided. OneStop Pro shall therefore not be liable for any damage or loss resulting directly or indirectly from using or failing to use assembly instructions, unless this damage or loss is due to intent or gross negligence on the part of OneStop Pro or results in injury to life, limb, or health. The Customer must itself ensure that it has all the required information, know-how, and capabilities to install the hardware components itself.

13. Acceptance

Where the type of service means that an acceptance process must be carried out, the handover of the item or of the service shall be recorded in writing in an acceptance report. Where acceptance is not possible at the time the service or the work is handed over, the Customer shall be obligated to declare acceptance to OneStop Pro in writing and to do so immediately, but no later than within two weeks after the work or service result is handed over unless any material deficiencies in the service are present that are preventing acceptance. If so, OneStop Pro shall remedy the deficiencies within a reasonable period of time and provide the service again to the Customer. Unless the Customer refuses acceptance in writing within two weeks after handover of the work or of the service result, acceptance shall be deemed to have been issued. In addition, acceptance shall be deemed to have been issued where the work is sold or where the work or service is used in accordance with the intended purpose by the Customer or third parties. Where partial services are completed, OneStop Pro shall have the right to demand that partial acceptance processes be carried out.

14. Liability

14.1. OneStop Pro shall be liable only where it, its legal representatives, executive employees, or other vicarious agents is/are at fault in accordance with the following provisions:

14.2. For damage or loss caused willfully or as a result of gross negligence on the part of OneStop Pro or its legal representatives, executive employees, or other vicarious agents, OneStop Pro shall be liable without limitation.

14.3. In the case of a slightly negligent breach of an obligation on which the Customer should have been able to rely and the fulfillment of which is a prerequisite for the proper implementation of the Contract (and thus a cardinal obligation), OneStop Pro's liability shall be limited to the damage that is typically to be expected within the framework of the respective performance relationship (damage that is foreseeable and typical of this type of contract). Other than this, liability shall be excluded for damage caused by slight negligence and especially not for loss of earnings.

14.4. Liability for malice and personal injuries as well as liability under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) shall remain unaffected by the above provisions.

14.5. Liability for loss of data shall be limited to the cost of recovery from normal data backups (daily backups by the Customer).

14.6. OneStop Pro shall not be liable for any damage or loss resulting from the Customer failing to install security updates or implement security measures provided, either promptly or at all, unless this runs counter to mandatory statutory liability provisions, in particular those under the ProdHaftG.

15. Intellectual Property, Rights of Use, and Third-Party Property Rights

15.1. Intellectual property of OneStop Pro

No **intellectual property rights** (including under copyright, trade mark, design or patent law) are granted or transferred under these GTCs. The rights to pre-existing software solutions or materials (including in particular software code, documentation, written works, reports, drawings, training documents, draft materials, or other works protected by intellectual property law), including any changes, additions, and improvements made thereto shall remain with OneStop Pro, as shall the power to dispose of trade secrets. Unless otherwise expressly agreed in writing, the Customer shall only be granted the simple rights of use required in order to use the services offered during the term of the Contract.

15.2. Intellectual property of the Customer

15.2.1. All intellectual property rights held by the Customer when the Contract enters into force shall be retained by the Customer. All processing, modifications, and further developments by OneStop Pro that affect these rights shall be for the exclusive use of and exploitation by the Customer.

15.2.2. The Customer shall grant OneStop Pro a simple right, restricted in space and in time to the duration of the Contract, to use the data and information input by it in the OSP Services and to use this data and information to operate OSP Services.

15.3. Rights of use to third-party software supplied

15.3.1. Where, in the course of providing OSP Services, OneStop Pro uses technologies of other software manufacturers, OneStop Pro shall inform the Customer of this in the documentation or by other means. In such case, the license terms of this third-party software shall be based not on these GTCs but on the license terms of the respective software manufacturer.

15.3.2. The Customer undertakes to use any third-party software used solely in connection with the OSP Services (i.e. within the framework of the overall Services).

15.3.3. OneStop Pro shall be entitled to exchange the third-party software for similar products provided that the functionality of the OSP Services is essentially retained and provided that this is reasonable for the Customer.

16. Third-Party Property Rights

16.1. OneStop Pro shall only indemnify the Customer against third-party claims that are established by means of an enforceable, legally binding judgment or by a settlement acknowledged by OneStop Pro in writing. This includes reasonable costs for mounting a legal defense. This indemnification shall be subject to the limitations of liability set out in Section 14.

16.2. OneStop Pro is obligated at its own expense to either modify or replace the services or, if it prefers, to obtain a license covering the Customer's use in accordance with the Contract in such a way that the agreed functional and performance characteristics are essentially retained and no more third-party rights are infringed. If this is impossible or financially unreasonable, OneStop Pro may withdraw the affected services in return for a refund of the money paid for them. In this case, the customer shall be granted a reasonable phase-out period insofar as this is reasonable.

16.3. OneStop Pro shall not be liable if the infringement of property rights is attributable to specifications, data, information, unauthorized modifications, improper use, integrations by the Customer or third parties within the Customer's sphere of responsibility, or to any other form of use that runs counter to the Contract.

16.4. The Customer is obligated to tell OneStop Pro in writing without delay about any alleged infringements of property rights, to leave responsibility for mounting a legal defense to OneStop Pro, and not to grant any acknowledgments or settlements without OneStop Pro's prior written consent.

16.5. For its part, the Customer shall indemnify OneStop Pro upon first request against all third-party claims arising from the use of OSP Services in a manner that runs counter to the Contract or the law. This indemnification shall include reasonable costs for mounting a legal defense.

17. Data Protection and Data Security

17.1. The parties shall comply with the respective applicable data protection provisions, especially those applicable in Germany.

17.2. The provision of the contractual performance pursuant to Section 3 shall involve the processing of personal data. Upon conclusion of the Contract, the parties shall also agree the contractual basis for commissioned data processing (Article 28 of the EU General Data Protection Regulation (GDPR)), which is attached to the Quotation as an annex.

17.3. When using the Services provided, the Customer shall be obligated to check the data and information it inputs or transmits for viruses or other harmful components before entering it and to use state-of-the-art anti-virus software for this purpose.

17.4. The Customer shall take state-of-the-art technical and organizational measures to protect the IT systems for which it is responsible against outside interference and against threats to information security (hacker attacks, viruses, and other harmful components). This shall in particular also include any interfaces to OSP Services.

17.5. It shall be incumbent upon the Customer to back up its data regularly—at least daily—with the due care and diligence of a prudent merchant. In particular, immediately before each installation and/or other intervention by OneStop Pro or a third party commissioned by OneStop Pro, the Customer shall perform a full backup of all system and application data. The data backups must be kept safe so that the backed-up data can be restored at any time.

18. Confidentiality

18.1. Except where otherwise regulated in these GTCs or in the Quotation, the parties undertake that they will maintain strict confidentiality in respect of confidential information of the other party, that they will not make it available, either in whole or in part, to third parties—apart from third parties that absolutely require access for the purposes specified in the Contract or in order to exercise rights that are theirs by law and that are subject to a contractual or statutory confidentiality obligation that is equivalent to these provisions—and that they will not use it for any purposes of whatsoever kind that are outside the purpose of the Contract; in particular, they undertake not to use it directly or indirectly for commercial purposes or in any other way, and not to make it the subject of industrial property rights or of publications. In addition, the parties shall only disclose the confidential information to those employees who need to know it for the purpose of implementing the Contract and shall, to the extent permitted by employment law, also place such employees under an obligation to maintain secrecy for the time after they leave the company. For the purposes of this Contract, “Confidential Information” shall mean trade and operating secrets and all information that an informed third party would consider worthy of protection or that is marked as confidential; this may also be information that becomes known during a verbal presentation or discussion. Confidential Information shall also include all agreements made in this Contract.

18.2. This obligation shall not extend to Confidential Information that

- was verifiably already known to the recipient on the conclusion of the Contract or subsequently became known to a third party without a non-disclosure agreement, statutory provisions, or administrative orders being violated;
- was already in the public domain when the Contract was entered into or subsequently became public knowledge but not through violation of the Contract; or
- is required to be disclosed on account of statutory obligations or on the order of a court or an authority, unless such disclosure obligations apply in respect of foreign security authorities. In the event of doubt, the Customer shall inform OneStop Pro of the statutory disclosure obligation(s) before signing the Contract. Wherever permissible and possible, the party obligated to disclose the information shall inform the other party of this in advance and give the other party the opportunity to take action to prevent this disclosure.

18.3. The parties shall be obligated to inform the respective other party immediately in writing if they can no longer guarantee compliance with the obligations under this Section 18, especially if a necessity or obligation arises for them that could prevent them from complying with confidentiality or if they should have been able to recognize such a necessity or obligation.

19. Force majeure

In the case of an unforeseeable extraordinary event that cannot be averted by OneStop Pro even by exercising reasonable care, periods for delivery and performance that are expressly agreed as binding shall be extended by the period of time for which the impediment lasts and thereafter by a reasonable period of time in order to provide the service. Extraordinary events shall in particular exist in the event of natural disasters, breakdowns, labor disputes, epidemics, pandemics, or disruptions to operations due to resulting restrictions or delivery delays with

suppliers, cyber attacks, or other cases of force majeure. In the event that it becomes impossible to provide the services due to such events, OneStop Pro shall be exempt from its contractual obligations to provide performance. In such a case, the statutory provisions on the unraveling of such contracts on account of impossibility shall then apply.

20. Term and Termination

20.1. Term and ordinary termination of the Contract

20.1.1. The scope of use of each OSP Service subscription shall be stated in the respective Quotation and shall commence on the date on which the OSP Service is made available to the Customer (“**Term**”).

20.1.2. The Contract may be terminated in writing by either Party subject to three months’ notice (or one month’s notice for contracts governing the use of hardware pursuant to Section 4.2) to the end of the minimum term or of each extension period.

20.1.3. Where the Contract contains non-time-limited provisions, these shall continue to apply after the Contract ends.

20.2. Termination for good cause

20.2.1. The right of either party to terminate the Contract in whole or in part without notice for good cause shall remain unaffected. In particular, OneStop Pro shall be entitled to terminate the Contract without notice if the Customer fails to make due payments despite receiving a reminder and being granted an extension period or violates the contractual provisions regarding the use of the OSP Services. In every case, termination without notice shall require that the other party has, to no effect, received a written reminder or warning and been requested to eliminate the alleged reason for termination without notice within an appropriate period of time.

20.2.2. Termination by the Customer due to failure to grant use in accordance with Section 543 (1) no. 1 BGB shall be excluded where the delay in granting use is not the fault of OneStop Pro.

21. Export Restrictions

The hardware components and services supplied may contain technologies and software that are subject to the respective applicable provisions of the Foreign Trade and Payments Act of the Federal Republic of Germany (Außenwirtschaftsgesetz, AWG) and to the export control regulations of the United States of America or of the countries to which the hardware components are supplied or in which they are used. The Customer shall be solely responsible for observing the import and export regulations applying to the deliveries and services, especially those of the U.S. The Customer shall on its own authority deal with all legal or official procedures in connection with cross-border deliveries or services, unless otherwise expressly agreed.

22. Specific Provisions Governing Access to Product Data and Related Service Data

22.1. The provisions set out below shall apply to access to and the use of product data where OSP Services involve (i) a “connected product” and/or a “related service” within the meaning of Regulation (EU) 2023/2854 (the “**Data Act**”).

22.2. Upon request, but no more than once a quarter, the Customer shall be granted access to “readily available data” within the meaning of Art. 2 no. 17 of the Data Act within a timeframe that OneStop Pro deems reasonable from a technical and organizational perspective, which is

to be determined in particular by the amount of data to be transferred and any special requirements of the Customer. This refers to product data and related service data that a data owner lawfully obtains or may obtain from the connected product or related service without disproportionate effort, where more than just simple processing is involved (defined for the purposes of Sections 22 and 23 as “**Product Data**”). Depending on the product/service, this may include:

- Master data of Customer entities (equipment, bulk items, warehouses, projects, contacts, employees)
- Attachments to Customer entities (files and specific metadata)
Customer warehouse and project inventories
- Raw telematics data under the retention policy
- Maintenance and inspection data
- User- and Customer-specific data that is generated, such as alarms, user-defined fields, and users created

The rest of the information on the data categories can be found in the relevant product description.

This right of access does not cover Product Data for which OneStop Pro’s claim to the protection of trade secrets or other legitimate security interests is not upheld (see Section 22.5 in this regard). No further data will be provided, in particular data derived from additional calculations or processing, unless this has been expressly agreed in writing and documented accordingly.

22.3. Product Data is to be provided to the Customer or a third party authorized by it in a common, structured, and machine-readable format, including metadata, where this is required in order to interpret and use the product data to be provided. The Customer may also receive reports and overviews containing data in JSON or CSV format. The Customer shall not be entitled to be given permanent online access or a permanent interface; OneStop Pro shall determine the specifics (format, transmission method), taking appropriate account of what is technically and financially feasible.

22.4. Product Data in accordance with Section 22.1 shall be provided to the Customer for free. Additional services (including data preparation, export to special formats, provision via a special API, personalized individual evaluations, and special support for third-party transfers where any of these are offered by OneStop Pro) shall be remunerated separately; the details, including the amount of this remuneration, shall be governed by a separate agreement between the parties if necessary. Where third parties are accessing the data as data recipients, the additional costs incurred by OneStop Pro may be charged to the data recipient along with a flat-rate processing fee in line with standard market conditions.

22.5. The data access rights stipulated above shall be granted subject to the proviso that no confidentiality or security interests of OneStop Pro or third parties worthy of protection are infringed. Any Product Data that is classified as trade secrets of OneStop Pro may only be disclosed to the Customer or, as appropriate, the data recipient if appropriate technical and organizational protective measures to be agreed jointly are taken. Disclosure of the relevant Product Data may be refused if disclosure of a specific trade secret threatens to cause considerable tangible financial detriment despite the protective measures taken. The Customer will be notified of the justified refusal. The abovementioned exclusion does not apply to Product Data that has already been published or is already available to the Customer.

22.6. The Customer is obligated to cooperate promptly and in any way necessary to ensure data access and, in particular, to provide the information, access details, and permissions required for access, transmission, and use. Any delays, errors, or omissions that affect this

cooperation shall result in the obligation to provide data being postponed to a later date or, if this makes it impossible, the obligation lapsing for this particular period of time. Otherwise, data shall be provided within the scope of what is considered customary and technically reasonable. Disruption to operations, technical downtime, or blocks required by law or ordered by the authorities shall entitle OneStop Pro to interrupt or restrict the provision of services temporarily until the impediment has been removed.

22.7. The Customer undertakes not to use Product Data in any way that could run counter to OneStop Pro's legitimate interests in conducting its business activities, in particular

- using the Product Data to use a product or service that is in competition with OSP Services or to pass the product data on to a third party for this purpose;
- using the Product Data to gain insights into the financial or commercial situation, assets, business practices, or business models of OneStop Pro or to provide such insights to third parties; or
- using the Product Data to gain knowledge of the IT infrastructure at OneStop Pro and/or to endanger or impair the security and integrity of OneStop Pro's IT systems.

22.8. OneStop Pro and companies affiliated with it within the meaning of Section 15 ff. of the German Stock Corporation Act (Aktengesetz, AktG) are entitled at any time and anywhere to access, store, use, and process the data generated by the connected product and/or the related service, including Product Data, for the following purposes:

- Implementing the Contract with the Customer and performing related activities, including maintenance and support, maintaining operations, and quality control
- Developing and improving the OSP Services and accompanying services
- Developing new products and Services

OneStop Pro shall be entitled in this connection to evaluate, analyze, aggregate, and merge the data generated by the connected product and/or the related service, to correlate it with other data, and to carry out further calculations and evaluations based on it.

22.9. OneStop Pro shall only be entitled to transfer or sell data generated by the connected product and/or the related service to third parties if and insofar as the Customer has expressly agreed to this in writing or, with regard to a transfer, if a third party is involved on OneStop Pro's behalf in providing the contractual services to the Customer. Data shall be transferred to third parties in accordance with the statutory requirements of the Data Act, the protection of trade secrets, and data protection provisions. This shall not affect the re-use of anonymized or aggregated data by OneStop Pro provided that this data does not permit any conclusions to be drawn about individual customers, users, or trade secrets.

22.10. If the data pertaining to the connected product and/or the related service is personal data, the regulations governing the protection of personal data, including those under the GDPR, shall apply in parallel, taking precedence in the event of a conflict.

22.11. OneStop Pro shall provide the Product Data to the Customer in the form and to the extent that it is collected by the OSP Services in the normal course of operations. However, the OSP Services use third-party products (especially hardware) that may themselves be classified as connected products within the meaning of the Data Act (e.g. telematics), meaning that their manufacturers are likewise subject to the obligations of the Data Act and may provide or be required to provide additional access options beyond those covered by the OSP Services as connected services within the meaning of the Data Act. If the Customer wishes to assert

rights in this regard under the Data Act, OneStop Pro shall therefore refer them to the manufacturers of the relevant components as specified in the Quotation and can help the Customer to liaise with the relevant hardware manufacturer on request.

23. Specific Provisions Governing a Switch in Service Provider (“Switching”)

23.1. If an OSP Service is a data processing service within the meaning of the Data Act, the following provisions shall apply to on switching service provider.

23.2. The clauses below are intended to enable the Customer on request to switch to a data processing service offered by another provider of data processing services or to transfer all exportable data and digital assets to an ICT infrastructure on its own premises within the time limits stipulated by law (“**Switch**”).

23.3. This Switch of service provider shall cover the exportable data and digital assets to be agreed between the parties before the Switch and shall include, as a bare minimum, the Product Data (see Section 22.2 above) and all exportable data that the Customer has fed into the OneStop Pro service. In this connection, OneStop Pro shall check and, if necessary, consult with the Customer to determine whether any data categories are specific to the internal functioning of OneStop Pro's data processing service and are to be excluded from the exportable data in accordance with this section (and, if so, which categories), as there is a risk of OneStop Pro's trade secrets being disclosed.

23.4. The Customer is required to give OneStop Pro at least two months' notice of any Switch (the “**Notice Period**”). The Customer may not switch provider until all contractual payments due up to the time of communicating its intended Switch of provider have been made. OneStop Pro shall enable the customer to make the Switch within a binding transition period of no more than 30 calendar days (the “**Maximum Transition Period**”) after the end of the Notice Period and, in doing so, shall

- provide the Customer and third parties authorized by it with appropriate support in completing the switch;
- act with due care in order to keep business operations running and continue to provide the functions or services due under the Contract;
- provide clear information about known risks to the uninterrupted provision of functions or services that are attributable to the original provider of the data processing services;
- ensure a high level of security while the Switch is being made, particularly regarding the security of data during its transmission and the continuing security of data during the agreed retrieval period; and
- support a suitable exit strategy for the Customer, including by providing appropriate information.

The parties shall agree on the individual measures after the Customer has announced its intention to switch.

If the Maximum Transition Period is not technically feasible, OneStop Pro shall notify the Customer accordingly within 14 working days of its request to switch, explaining why the transition period is technically unfeasible and specifying an alternative period, which may not exceed seven months. The continuity of the service shall be ensured during the alternative transition period as required.

The Customer shall be entitled to extend the Maximum Transition Period on one occasion by a timeframe that it deems appropriate for its own purposes.

23.5. Once the Customer has confirmed the successful Switch, the Contract for the relevant OSP Service shall automatically come to an end, irrespective of any other term or terms specified in the Contract. The Customer shall inform OneStop Pro of the successful Switch as soon as it is complete. If the Customer completes a Switch of provider before the end of the agreed Contract term, it shall be obligated to pay OneStop Pro a cancellation fee of 45 percent of the remuneration outstanding under the Contract for each month between the Switch of provider being completed and the original end of the Contract term. Claims for damages by OneStop Pro are excluded in all other respects.

23.6. Alongside continued payment for the provision of the OSP Services during the Switch, any additional fees to be paid by the Customer for technical support during the Switch that do not exceed the costs incurred by OneStop Pro shall be communicated to the customer in advance and presented in a transparent manner. From January 12, 2027, onward, technical support for a Switch of provider shall be provided for free (cf. Art. 29 (1) of the Data Act).

23.7. Following a successful Switch, all exportable data and digital assets of the Customer shall be kept available for 30 days for retrieval by the Customer. The data shall then be deleted unless there are any statutory retention obligations that prevent this.

23.8. Any further legal rights of the Customer shall remain unaffected.

24. Final Provisions, Customer References

24.1. OneStop Pro shall be entitled to entrust freelancers of other companies with the provision of the Services, or to use the assistance of third companies to perform the Services.

24.2. Changes to the Contract must be made in writing in order to be valid (Section 117 BGB). This shall also apply to any change to this requirement for written form. Where these GTCs stipulate "in writing," this shall likewise mean the written form (Section 117 BGB).

24.3. The Contract shall be subject to the laws of the Federal Republic of Germany. In the event of disputes in connection with the Contract, the exclusive place of jurisdiction shall be Passau.

24.4. Set-off by the Customer shall only be permitted in the case of claims that are undisputed or have been established as valid by due legal process.

24.5. The Customer shall not have rights of retention or rights to refuse performance unless OneStop Pro does not contest the underlying counterclaims or these have been established by a court of law.

24.6. OneStop Pro shall be entitled to transfer the Contract to another company of the Carl Beuthhauser Group. The Customer shall be notified of the transfer of the Contract in writing or in text form. The Contract shall be continued with the new contracting party.

24.7. OneStop Pro may name the Customer as a reference customer using its company logo and company name. However, the Customer can refuse permission if there are important reasons to do so.

24.8. The invalidity of individual provisions in the Contract shall not affect the validity of the rest of the Contract. In this case, the parties undertake to agree effective provisions that come closest, in economic terms, to the intended purpose of the invalid provisions. The same shall apply mutatis mutandis to the closing of any loopholes in the Contract.
