



# General Terms and Conditions of Use of the temporary provision of a free-of-charge Cloud of Things Demo Account.

## 1 General information

With the M2M Cloud of Things solution (hereinafter referred to as the "Cloud of Things"), Deutsche Telekom AG (hereinafter referred to as "DTAG"), Friedrich-Ebert-Allee 140, 53113 Bonn, Germany (Bonn District Court HRB 6794) shall provide the customer, which is not a consumer as defined in § 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) (hereinafter referred to as the "user"), with a web-based application that shall enable the user to manage compatible, registered M2M devices and to receive, display, and store data from such devices. As a prerequisite for using free-of-charge Cloud of Things Demo Accounts, the user must register via the registration form and in doing so agree to the General Terms and Conditions of Use.

The technical requirements for using the Cloud of Things are a computer with an up-to-date web browser, the acceptance of cookies, and Internet access with a minimum bandwidth of 1 Mbit/s.

The lines required for using the Cloud of Things, the Internet connections that are subject to a charge, and the equipment required at the user's end (software and hardware) must be provided by the user and shall not be part of the Demo Account service.

Use of the user's own hardware shall be limited to five devices and shall only be admissible if a transmission frequency of one API request per second is not exceeded and the payload does not exceed 20 KB.

## 2 Scope of services provided by DTAG

With the free-of-charge Demo Account, the user shall be given free access to the platform via a web portal with a separate tenant (environment/client with multiple users).

2.1 An individual URL (<https://<name>.ram.m2m.telekom.com>), which is automatically generated, shall be created based on the data provided by the user on the registration form and shall be sent with the notification of access credentials. Once the URL has been sent, access to the platform shall be activated for a maximum of 60 days; there shall be no extension whatsoever.

2.2 Once access to the platform has been set up, the user shall be given the opportunity to try out and test the Cloud of Things portal for managing M2M devices. Use of the Cloud of Things portal via REST API shall be excluded. Commercial use of the Cloud of Things shall not be permitted. DTAG reserves the right to carry out spot checks.

2.3 The following general conditions shall apply per month in order to allow testing of the Demo Account via the web portal:

- Use of max. five separate test devices per tenant (including virtual devices)
- Max. 10 MB of storage space per device, pooled across all devices,
- Access requests (API): max. 1000 API requests per device, pooled across all devices,
- Unused storage space or unused API shall not be

carried over to the next month.

## 2.4 Data storage in the Cloud of Things

Storage space shall be limited to 10 MB per device. Data received from the registered devices shall be stored in the Cloud of Things on a cyclical and/or results-oriented basis and shall be ready to use. Up to max. 10 MB of data shall be stored per device or for max. one calendar month in the Cloud of Things, and shall then be permanently deleted on a first-in-first-out basis without prior notification. The user must ensure it backs up data in good time.

## 2.5 Electronic documentation

DTAG shall provide the Cloud of Things users with a user manual in electronic form. It shall be available to download from the Cloud of Things website in the "Help & Service" section.

## 2.6 API (Application Programming Interface)

The Cloud of Things shall provide API interfaces for exporting data stored in the Cloud of Things to other IT systems for further processing. Use of REST API shall be excluded for free-of-charge Demo Accounts. DTAG reserves the right to block access to the Cloud of Things portal without prior notice if it discovers the number of accesses and requests exceeds the usual amount.

## 3 Duties and obligations of the user

The user shall have the following obligations in particular:

- a) The user shall not make improper use of the services,
- b) The user shall not reproduce, change, or sell the software in whole or part,
- c) The user shall not bypass or remove a DRM (digital rights management) system used by DTAG or any technical protection mechanisms and/or information on rights management. The user shall not delete copyright notices or confidentiality or proprietary information from the software,
- d) The user shall not be permitted to make third-party services available for exclusive use or to sub-lease services to third parties,
- e) DTAG reserves the right to block the Demo Account immediately if the General Terms and Conditions of Use are breached.

## 4 Availability of the services

In order to continually improve and further develop the Cloud of Things functionality and efficiency, maintenance work to the system is essential. The maintenance work on the system is carried out by subcontractors. Maintenance work may disrupt various services, but shall largely be performed at times when typical use of the services by the user is at its lowest. Exceptions may be, e.g., emergency changes, acute defense against current incidents (e.g., defense against hacker attacks or viruses/worms). In the event of such maintenance and other required maintenance, in particular

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for current incidents, DTAG shall schedule a daily maintenance window from 3:00 a.m. through 5:30 a.m.

(UTC+1). A maintenance window shall be scheduled on the first Sunday of a given month from 1:00 a.m. to 6 00 a.m. (UTC+1) for more extensive maintenance work where required.

### **5 Support services**

Individual support services shall not be offered for free-of-charge Demo Accounts. In the event of integration problems involving hardware procured via DTAGs' integration partners, such integration partners shall be the relevant points of contact.

Questions about the Demo Account or other matters concerning the Cloud of Things may be directed to our team of advisors: [CloudOfThings@telekom.de](mailto:CloudOfThings@telekom.de)

### **6 Liability**

DTAG shall assume unlimited liability in the event of intentional damage. Otherwise, liability of DTAG shall be excluded for all cases of damage and expenses of the user, as far as is legally permissible.

### **7 Data protection**

If the user uses the free-of-charge Cloud of Things Demo Accounts to collect, process, or use personal data, it shall be the user's responsibility to ensure compliance with data protection provisions.

### **8 Collection, storage, and processing of personal data**

The following personal data shall be collected and stored during use of the free-of-charge Demo Account: company name, first name and last name, e-mail address, and telephone number.

Your personal data shall not be forwarded to third parties.

### **9 Term**

The term shall be 60 days and shall end automatically without notice of termination being required. There shall be no option to extend the term. All data, settings, and access credentials of the user shall be deleted permanently after 30 days.

### **10 Responsibility for content**

The user shall be responsible for the content that it imports into the Cloud of Things, or which it imports into the Cloud of Things via its tenant, through the Cloud of Things Demo Account. The content itself shall not be subject to any checks by DTAG.

### **11 Other terms**

DTAG is entitled to provide services by third parties as subcontractors. DTAG is liable for services provided by subcontractors as well as own provided services.

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