

General Terms and Conditions of Carly Solutions GmbH & Co. KG for Enterprise

Welcome to enterprise.mycarly.com.

Carly Solutions GmbH & Co. KG, Kolpingring 8, 82041 Oberhaching, Germany, Managing Directors Arian Avini and Avid Avini, registration number HRA 108068, registered at the Munich court, email: enterprise@mycarly.com, offers customized automotive software and hardware solutions, which you can find on our website enterprise.mycarly.com. Please carefully read our Privacy Policy as well as the following information. By using the services, you agree to be bound by these terms, unless an individual contract stipulates otherwise.

1. Scope of application

- 1.1 These General Terms and Conditions (GTC) apply to all contracts between Carly Solutions GmbH & Co. KG (hereinafter referred to as "Provider") and business customers (hereinafter referred to as "Customer") regarding the delivery and use of custom-developed software and hardware solutions.
- 1.2 Any differing terms from the Customer will only be recognized if expressly agreed in writing by the Provider. These GTC also apply to all future business relationships, even if not explicitly agreed upon again.

2. Subject of the Contract

- 2.1 The Provider offers the Customer software solutions (e.g., mobile apps) and hardware solutions (e.g., adapters) specified in the respective individual contract. The exact scope of services is determined by the contract and the respective service description.
- 2.2 The software and hardware solutions are provided exclusively for business purposes. Use for private purposes is excluded unless expressly and in writing approved by the Provider.

3. Conclusion of the Contract

- 3.1 The contract between the Provider and the Customer is formed when the Customer accepts a written or electronic offer from the Provider.
- 3.2 Offers from the Provider are non-binding and subject to change unless expressly marked as binding.

4. Provider's Services

- 4.1 The Provider will provide the Customer with the software and hardware solution specified in the contract in the form agreed upon.
- 4.2 The software is made available via download. The hardware is sent to the Customer according to the agreed delivery terms.
- 4.3 Software updates are made available to the Customer under the contractual agreements. The Provider is not obliged to provide functionalities or technical support beyond what is stipulated in the contract unless separately agreed.

5. Payment Terms and Prices

- 5.1 Prices and payment terms are individually agreed for each contract and are outlined in the respective offer or contract.
- 5.2 All prices are net, excluding the applicable statutory VAT.
- 5.3 Payments are due within the period specified in the contract without deductions. The Provider reserves the right to charge default interest as per legal regulations if the Customer falls into payment arrears.

6. Usage Rights, Retention of Title, and Copyright

- 6.1 The Provider grants the Customer a non-exclusive, non-transferable right to use the provided software and the Vehicle Data collected through using the software and hardware solutions for the purposes agreed upon in the contract.
- 6.2 The hardware remains the property of the Provider until full payment of all claims arising from the business relationship has been made.
- 6.3 The Customer is prohibited from transferring, duplicating, or modifying the software or hardware without the express written consent of the Provider.
- 6.4 The software is protected by copyright. The Provider is the sole owner of all intellectual and industrial property rights. The Provider warrants that the general operation of the software is legally permissible, does not violate any German laws, regulations, or directives, and does not infringe on third-party rights.

7. Vehicle Data Provision and Use

- 7.1 "Vehicle Data" as used throughout the contract shall include: (a) vehicle data (in the proper sense) such as vehicle manufacturer, vehicle model, chassis number; (b) report metadata such as type of report, unique report ID, and timestamp of creation; (c) user data such as name and email of the

user; and (d) report-dependent detailed data such as diagnostic reports, car check categories, and battery SOH tests.

- 7.2 Subject to the license grant in Section 6.1, the Provider retains all rights to the Vehicle Data and to any database comprising Vehicle Data. The Customer acquires no ownership or other proprietary rights in Vehicle Data or any database comprising Vehicle Data. The Customer transfers to the Provider, without charge, any rights that may arise in the Vehicle Data or any database comprising Vehicle Data. Where such transfer of rights is not legally feasible, the Customer shall grant the Provider licensing rights to use the Vehicle Data or any database comprising Vehicle Data to the fullest extent permitted by law.
- 7.3 The Customer shall ensure that its end users as well as its customers and their end users transfer any rights possibly arising in the Vehicle Data or any database comprising Vehicle Data to the Provider. Where such transfer of rights is not legally feasible, the Customer shall ensure that its end users as well as its customers and their end users grant the Provider licensing rights to use the Vehicle Data or any database comprising Vehicle Data to the fullest extent permitted by law.

8. Warranty

- 8.1 The Provider warrants that the delivered software and hardware will substantially conform to the contractual service description.
- 8.2 Obvious defects in the hardware must be reported in writing within 7 business days of receipt. If no defect notice is provided within this time, the delivery is deemed accepted.
- 8.3 The warranty period for hardware is 24 months from delivery.
- 8.4 There is no guarantee for the hardware unless individually contractually agreed otherwise.
- 8.5 For software, the warranty is limited to defects that significantly impair its use. Minor deviations from the agreed functionality do not constitute defects.

9. Liability

- 9.1 The Provider excludes all liability for damages unless caused by gross negligence or intent or if the damage results from the breach of essential contractual obligations (cardinal obligations).
- 9.2 In cases of slight negligence, liability is limited to the typically foreseeable damage.
- 9.3 The Provider is not liable for lost profits, indirect damages, or data losses.

- 9.4 Statutory liability obligations, such as under the Product Liability Act or in the case of injury to life, body, or health, remain unaffected.
- 9.5 With the exception of processing activities described in Section 12.4 for which the Provider is the controller under applicable data protection laws, the Customer as the controller is solely responsible for compliance with all applicable data protection and data security regulations and all other applicable regulatory requirements, including, as applicable, the requirements of the General Data Protection Regulation (GDPR) and the Data Act (Regulation (EU) 2023/2854), during the installation and use of the products (software and hardware). The Customer shall indemnify the Provider against third-party claims to the extent such claims arise from the Customer's breach of its obligations under this contract or applicable law, including compensation for any damages, legal costs and fines. This indemnity does not extend to regulatory fines imposed directly on a party for its own conduct.

10. Contract Term and Termination

- 10.1 The contract is concluded for a period of one year and will automatically renew for an additional year unless terminated with 6 months' notice before the end of the contract year.
- 10.2 Differing contract terms or notice periods must be agreed upon in writing.
- 10.3 The right to terminate the contract for cause remains unaffected. Cause exists in particular if the Customer becomes insolvent or violates essential contractual provisions.

11. Assignment

- 11.1 The Customer may not assign, transfer, or delegate any of its rights or obligations under this contract to any third party without the prior written consent of the Provider. Such consent shall not be unreasonably withheld or delayed. Any assignment without consent shall be void, save that this Section 11.1 shall not affect the assignability of any monetary claim to the extent mandatorily provided by § 354a HGB.
- 11.2 The Provider may at any time assign, transfer, or otherwise dispose of any or all of its rights or claims under this contract, including any associated intellectual property rights and use rights, to any third party, without the Customer's consent.
- 11.3 The Provider may additionally transfer its entire contractual position under this contract (including its obligations) to any third party that acquires all or substantially all of the Provider's assets relating to the services under this contract. Such transfer shall become effective between the Provider and the assignee upon completion of the relevant transaction and, as against the Customer, upon the Customer's receipt of the Provider's notice under

Section 11.5. The Customer hereby consents in advance to such transfer, provided that the Customer may terminate this contract by ordinary termination (*ordentliche Kündigung*) on thirty (30) days' written notice given within sixty (60) days of receipt of the Provider's notice under Section 11.5, such termination taking effect upon expiry of that notice period.

- 11.4 Following any transfer pursuant to Section 11.3, all rights and obligations of the Provider under this contract shall transfer to and become binding upon the assignee. The assignee shall assume all rights, including any intellectual property rights and use rights granted under this contract, and all obligations of the Provider hereunder without interruption or modification, unless the parties expressly agree otherwise in writing. All licenses and rights granted to the Customer under this contract shall continue in full force and effect and shall be enforceable against the assignee. Nothing in this Section 11 shall limit or exclude the Customer's statutory right to terminate this contract for cause (*außerordentliche Kündigung*) under § 314 BGB.
- 11.5 The Provider shall notify the Customer in writing of any assignment or transfer under Section 11.2 or 11.3 within thirty (30) days following the completion of the relevant transaction. Such notice shall identify the assignee and its contact details. Until such notice is given, the assignee may not exercise remedies against the Customer in respect of any Customer breach occurring after the date of assignment.
- 11.6 Where personal data is processed under this contract, any transfer to an assignee pursuant to Section 11.3 shall be carried out in accordance with applicable data protection laws, including the GDPR. The Provider shall ensure that (a) the assignee maintains technical and organizational measures at least equivalent to those in place prior to the assignment, (b) the assignee assumes all obligations under the DPA (as defined in Section 12.3) as if it were an original party thereto, and (c) the Customer retains all rights under the DPA, including audit and instruction rights, against the assignee. If the assignee is located outside the European Economic Area, the Provider shall ensure that appropriate transfer mechanisms under GDPR Chapter V are in place prior to the assignment. The parties shall amend the DPA as necessary prior to or concurrently with the assignment to reflect the assignee's role. The Provider or, following the assignment, the assignee shall inform data subjects of the change in accordance with Art. 13 or 14 GDPR where required by applicable law.

12. Confidentiality and Data Protection

- 12.1 Both parties commit to treating all confidential information received during the collaboration as strictly confidential. A separate non-disclosure agreement will be concluded for this purpose.
- 12.2 Each party agrees to comply with all applicable data protection laws that apply to it in the performance of the contract.

- 12.3 Subject to the provisions of Section 12.4, personal data will be processed by the Provider on behalf of the Customer to perform the contract. The parties undertake to conclude a separate data processing agreement (hereinafter referred to as “DPA”) forming an integral part of the contract.
- 12.4 The Customer agrees and authorizes that the Provider – in addition to its role as a processor for the Customer – is to be regarded as the independent controller for the personal data that may be contained in Vehicle Data transmitted by the Customer or its end users as well as its customers and their end users (if and to the extent the Customer assumes the role of controller in this regard) to the Provider and which the Provider requires for the (commercial) use of Vehicle Data, including the establishment and operation of its own database of Vehicle Data. The Provider’s legal basis for such processing as controller shall be legitimate interests (Art. 6(1)(f) GDPR) or, where applicable, consent obtained by the Customer. The Provider may use this personal data without any restrictions and in accordance with applicable data protection laws for its own purposes, including (a) quality assurance (QA), verifying the accuracy of diagnoses (diagnostic validation), and the systematic further development of the Provider’s products and services (product improvement), including the training and optimization of algorithms/AI models, and (b) the analysis, aggregation, and enrichment of the data, typically in aggregated and/or pseudonymized form, to create products (e.g., evaluation models, scores, forecasts) that the Provider may distribute to third parties. Where a customer of the Customer assumes the role of the controller for the personal data that may be contained in Vehicle Data transmitted to the Provider, the Customer shall ensure that its customer authorizes the Provider to the same extent.
- 12.5 The Customer shall take all measures required under applicable data protection laws towards its end users to facilitate the Provider’s use of personal data contained in Vehicle Data for the Provider’s own purposes as described in Section 12.4. This includes, as applicable, (a) informing end users about the Provider’s identity, the purposes of processing, and the legal basis relied upon, as required by Art. 13 or 14 GDPR, and (b) where consent is the legal basis, obtaining valid consent from end users for the Provider’s processing. The Customer shall ensure that its customers fulfill equivalent obligations towards their respective end users.

13. Jurisdiction and Applicable Law

- 13.1 All disputes arising from or in connection with this contract shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2 The place of jurisdiction is Munich.

14. Final Provisions

- 14.1 We reserve the right to amend these GTC, particularly due to changes in the law or to enable better functionality. Amendments will be sent to the email address you provided along with the new version. The changes are deemed accepted unless you object within four weeks of receiving the amendment notification. A simple email to us suffices for an objection.
- 14.2 We point out that you may receive legally binding statements via email.
- 14.3 Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.
- 14.4 Our current privacy policy can be viewed [here](#).
- 14.5 You can contact us with any questions, comments, complaints, or other declarations via letter, phone, or email at the following contact details: Carly Solutions GmbH & Co. KG, Kolpingring. 8, 82041 Oberhaching, email: enterprise@mycarly.com.