

IoT Service Terms and Conditions

of ELKA – Torantriebe GmbH & Co. Betriebs KG, represented by ELKA-Torantriebe Verwaltungs GmbH, which in turn is represented by the managing directors Elisabeth Christens and Torben Nehls-Eller, Dithmarscher Str. 9, 25832 Tönning (hereinafter referred to as "ELKA")

§ 1

Subject of the Agreement

- (1) Within the scope of a software-as-a-service offering, ELKA provides the customer (hereinafter referred to as the "Customer") with the browser-based software solution "ELKA-IoT" in accordance with the service description attached to this contract as Annex A, for the purpose of connecting to certain IoT-capable devices produced by ELKA, in particular IoT system devices/bollards (hereinafter referred to as the "Software"). The Software is standard software made available to the Customer for the duration of the contract via an external data center, and enables the Customer – subject to compliance with the relevant connection and operational requirements for the respective IoT-capable devices – to access compatible IoT devices manufactured by ELKA (hereinafter referred to simply as "IoT Device").
- (2) The IoT Device itself, as well as its connection to or integration with the Software, is not part of the subject matter of this agreement. The acquisition, maintenance, operation, and any other services related to the IoT Device are governed exclusively by the applicable contractual terms for those services. A prerequisite for using the Software is the prior purchase of an ELKA IoT Connector compatible with the IoT Device (hereinafter referred to as the "IoT Module"), whereby the IoT Connector may already be pre-installed on the IoT Device at the time of its purchase. The right to use the Software is always linked to an IoT Connector and cannot be acquired separately.
- (3) The subject of the software usage is the browser-based access to the Software and the granting of the necessary usage rights for the agreed scope of use in exchange for payment of the agreed recurring fee for the contractual term. This includes – where necessary – ongoing updates to the version of the Software covered by the contract through maintenance measures. The Customer accesses the Software via end devices that must be provided on the Customer's side.
- (4) The Customer is solely responsible for the operational use of the Software. Operation is carried out exclusively by the Customer. Under no circumstances shall ELKA be responsible for any content collected or published by the Customer or by the Customer's customers (hereinafter referred to as "End Customers"). Responsibility for the use and evaluation of data collected from or in connection with the IoT Devices, as well as compliance with any applicable legal data retention requirements, lies solely with the Customer.

- (5) ELKA is entitled to engage third parties for the provision of the contractual services. In particular, ELKA may use external data center operators to host the Software for the purpose of service delivery.

§ 2

Activation of IoT Connector and Provision of Software

- (1) ELKA provides the Customer with access to the Software, starting from the moment the IoT Connector is initially activated by the Customer on a central data processing system or multiple data processing systems (hereinafter collectively referred to as the “Server”), on a rental basis in return for recurring payment, for the use and control of the barrier system connected to the IoT Connector. The Customer must activate the IoT Connector via the ELKA IoT Portal (hereinafter referred to as the “IoT Portal”) by correctly entering all required system and location data. Upon this activation/commissioning and after being connected to the Internet by the Customer, the IoT Connector automatically establishes a connection to the Server and, provided a valid license is in place, transmits the data specified in Annex A for retrieval by the Customer or their End Customers.
- (2) ELKA is entitled, but not obligated, to provide newer versions of the Software instead of the version current at the time the contract was concluded, provided that these newer versions offer at least the same functional scope as the originally agreed version and their use is not otherwise unreasonable for the Customer.
- (3) If the provision of an updated or modified version, contrary to paragraph (1), results in a permanent reduction of functionalities or restrictions in the usability of previously generated data, ELKA shall inform the Customer of such changes in text form no later than four weeks before they take effect. If the Customer does not object to the change in text form within two weeks after receiving the notification, the change will be implemented and the modified version of the Software will become part of the contract. In each such notice, ELKA will inform the Customer of the aforementioned deadline and the consequences of failing to exercise the right to object.
- (4) The technical requirements for the use of the contractual services by the Customer are described in Annex A; the technical requirements for controlling compatible IoT Devices are set out in the respective device specifications. These technical requirements may change over time as adjustments to the state of the art become necessary. ELKA is entitled to adjust the requirements on the Customer’s side in line with technological advancements and will inform the Customer separately if such adjustments are necessary. In the event of changes required on the Customer’s side, a period of three months must be observed between notification of the revised requirements and their operational implementation.
- (5) Starting from the point in time specified in paragraph (1), ELKA also provides storage space on the Server for application data generated by the Customer or, where applicable, by End Customers through the use of the Software, or uploaded to the Server through the use of the Software by the Customer or End Customers. This may particularly include user data of the IoT

Devices entered by the Customer or End Customer within the scope of the Software's functionalities, such as license plate numbers or names/addresses.

- (6) The handover point for the contractual services is the router output of the data center used to provide the Software at the respective time of service delivery.

§ 3

Availability, Force Majeure

- (1) ELKA guarantees a minimum server availability of 99% on a calendar year average. Deviating availability levels may be agreed upon with priority in Annex A. Downtimes due to routine and announced maintenance or software updates, as well as times when the server is inaccessible via the internet due to technical or other issues beyond ELKA's control (e.g. force majeure, third-party fault, etc.), are excluded from the stated minimum availability. ELKA will endeavor to perform maintenance work during off-peak usage periods and to minimize any resulting disruptions. Any unavailability caused by ELKA through gross negligence or willful misconduct shall always constitute a contractual breach, regardless of the agreed minimum availability.
- (2) In the event of force majeure circumstances that significantly hinder ELKA in providing its contractual services, temporarily obstruct the proper execution of the contract, or make it impossible, ELKA shall not be obligated to perform during such time. Accordingly, the Customer shall not be obliged to make payments. Force majeure shall in particular include all circumstances not attributable to the party invoking them, such as natural disasters, government actions, official orders, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other labor disturbances, confiscation, embargo, or other circumstances that are unforeseeable and arise after the conclusion of this contract.
- (3) If the force majeure event continues for more than three months, either party shall be entitled to terminate the contract extraordinarily and without notice. This right of termination shall lapse from the moment the end of the force majeure circumstance is communicated, including by implicit conduct.

§ 4

Services and Response Time

- (1) ELKA is responsible for the ongoing technical maintenance of the Software. ELKA will remedy defects within a reasonable period of time. If a defect cannot be rectified promptly after receipt of the defect notification, ELKA will inform the Customer separately, stating the reasons and the estimated time required for the defect to be resolved. ELKA shall determine the method of defect resolution at its own discretion. In this context, ELKA is particularly entitled to provide the Customer with workaround solutions.
- (2) ELKA classifies reported defects into three levels of urgency: low (priority level 3), medium (priority level 2), and high (priority level 1). Defects that prevent operation are assigned to

priority level 1. Serious malfunctions that still allow continued use fall under priority level 2, and all other defects are classified as priority level 3. For defects classified as priority levels 1 and 2, ELKA ensures a response time of one business day (within regular business hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding public holidays in the state of Schleswig-Holstein) and, outside of those hours, three business days, each starting from the time the Customer notifies ELKA. Defects classified as priority level 3 will be addressed within a reasonable timeframe.

- (3) ELKA does not enter into any contractual relationship with End Customers. The use of the Software by End Customers is governed solely by the underlying legal relationship between the Customer and the End Customer. Accordingly, contractual service requests may only be made by the Customer. ELKA will refer any End Customers making inquiries to the Customer.
- (4) In the event that an incident reported by the Customer as a defect later proves not to be a defect (e.g., due to user error on the part of the Customer), ELKA shall be entitled to charge the Customer for the effort incurred in handling the incident, based on the general hourly rates for ELKA technicians applicable at the time of the incident. This does not apply if the incorrect classification was the fault of ELKA.

§ 5

Data Backup and Data Access

- (1) ELKA backs up the Customer's contractually stored data on the Server once per week to a backup server. This does not constitute a contractual obligation for archiving, but merely serves as an emergency backup. Responsibility for data backup lies with the Customer in accordance with paragraph (2).
- (2) ELKA recommends that the Customer perform regular data backups independently using the corresponding functionality provided by the Software. The Customer may, at any time, export data on their own for the purpose of creating personal backups.
- (3) Through the data export option described in paragraph (2), the Customer is granted full access to the data. This serves to fulfill the Customer's right of access under Article 4(1) of the Data Act (Regulation (EU) 2023/2854 on harmonized rules for fair access to and use of data, and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828).

§ 6

Rights of Use

- (1) The Customer is granted non-exclusive, non-transferable rights of use to the Software for the duration of this contract. These rights may be sublicensed only to End Customers and are limited to the Customer's own use and to enabling use by its End Customers. Access to the Software is provided exclusively via the Software-as-a-Service model and solely for the Customer's or End Customers' own intended purposes. The scope of usage rights is limited to

the number of user accounts created by the Customer in the IoT Portal, either for its own users or for users on the End Customer side. Access credentials and user passwords are managed entirely under the responsibility of the Customer. The Customer is solely responsible for managing these user profiles and passwords. The Customer is entitled to create user accounts with different permission levels for itself and/or its End Customers and to make such accounts available to its End Customers.

- (2) The Customer is not entitled to use the Software beyond the term of this contract or to allow use by any third parties other than End Customers, nor to make the Software accessible to such third parties. Reproduction, sale, temporary transfer, rental, or lending of the Software to such third parties is not permitted.
- (3) The scope of use—i.e., the number of users or the number of parking spaces that can be controlled with the IoT Device—can be scaled through addendums. All provisions of these contractual terms apply accordingly to any subsequently ordered additional usage rights; such rights may also be terminated separately in accordance with the termination provisions outlined below.
- (4) If ELKA provides modified versions of the Software or otherwise changes the Software during the term of this contract, the above grant of rights shall apply accordingly to the modified content.
- (5) Upon termination of the contract, the granted rights of use shall immediately expire. The Customer is no longer entitled to use the Software after the end of the contract. ELKA is entitled to implement technical measures to prevent the use of the Software after the termination of this contract. The deletion of data remaining in the Customer's account at the time of contract termination is governed by Section 12, paragraph 3.

§ 7

Customer Cooperation Duties

- (1) The Customer shall keep usage and access authorizations assigned to them or to their personal users or End Customers confidential, protect them appropriately from access by third parties, and shall not disclose them to unauthorized users. The creation of End Customers and individual users via the IoT Portal, as well as the assignment of IoT Connectors to specific End Customers, is the sole responsibility of the Customer. The Customer must ensure that data transmissions associated with the IoT Connector are presented transparently in relation to the End Customers.
- (2) The Customer shall ensure that—where applicable—when transmitting their own or third-party content to the Server, all necessary third-party rights are observed and that any required usage rights or other legal bases (e.g., under data protection law) or permissions for the respective data storage on the Server are in place. In the event that ELKA is held liable by third parties due to content or data on the Server for which the Customer is responsible, the Customer shall indemnify ELKA against all related claims. This includes any necessary legal defense costs.

- (3) The Customer shall notify ELKA without undue delay of any defects in the contractual services upon becoming aware of them. If ELKA is unable to remedy the defect or cannot do so in a timely manner due to a delayed or omitted notification, the Customer's claims against ELKA shall be excluded.
- (4) If the Customer violates any of the provisions set out in the preceding paragraphs, ELKA is entitled—after prior written notice to the Customer—to block the Customer's or their End Customers' access to the Software, provided that this action can remedy the violation. If the Customer or their End Customers continue to violate or repeatedly violate these provisions despite a formal warning from ELKA, and the Customer is responsible for such conduct, ELKA is entitled to terminate the contract extraordinarily and without notice. ELKA's further rights remain unaffected.

§ 8

Fees and Payment Terms

- (1) For the services provided under this contract, the Customer shall pay ELKA a fee in accordance with the prices agreed in Annex A. The fee is subject to applicable statutory VAT and is generally waived for the first year of operation.
- (2) The recurring fee is payable annually in advance, i.e., unless previously terminated, for the first time after the end of the initial year of operation.
- (3) The Customer is responsible for any billing and pricing arrangements with End Customers. ELKA is not a party to the relationship with End Customers. The fees owed to ELKA under this contract are due regardless of any agreements between the Customer and their End Customers.

§ 9

Data Use and Data Protection

- (1) ELKA is entitled to use the machine operating data of the IoT Devices, collected in the course of providing contractual services, for service purposes and for product improvement and development. ELKA may also store this data permanently, including beyond the duration of the contract. ELKA ensures that no personal data is processed in this context.
- (2) If the Customer processes personal data of third parties within the scope of the services provided by ELKA, the Customer shall ensure that they are authorized to do so in accordance with the applicable legal provisions, particularly data protection regulations. In the event of a violation, the Customer shall indemnify ELKA against any claims by third parties. This includes any necessary legal defense costs.

- (3) ELKA will process the personal data required for order entry, processing, and fulfillment within the scope of the business relationship exclusively in compliance with the applicable data protection regulations.
- (4) As part of the contractual services, ELKA acts as a data processor on behalf of the Customer. In this regard, the provisions on data processing pursuant to Article 28 of the GDPR apply and are set out in Annex B "Data Processing Agreement," which forms an integral part of this contract.
- (5) ELKA implements appropriate technical and organizational security measures in accordance with the recognized state of the art within its area of responsibility. In particular, ELKA protects the systems under its control as well as the Customer-related data stored on the Server—and any other relevant data—against unauthorized access, storage, alteration, or any other unauthorized access or attacks..

§ 10

Confidentiality

- (1) The contracting parties mutually undertake to maintain confidentiality regarding all confidential information obtained from the other party in connection with the execution of this contract. This obligation shall also apply for a period of five years following the termination of this contract.
- (2) This confidentiality obligation does not apply to information that was already lawfully known to a contracting party prior to disclosure by the other party, that is publicly known or has become publicly known without violation of this confidentiality agreement, or that must be disclosed due to governmental, legal, or judicial orders.
- (3) The provisions of the German Trade Secrets Act (GeschGehG) remain unaffected.

§ 11

Liability and Limitation of Liability

- (1) ELKA shall be liable for damages caused by ELKA, its legal representatives, or vicarious agents only in cases of intent or gross negligence. Statutory liability for damages caused intentionally or negligently resulting from injury to life, body, or health, as well as liability under the Product Liability Act, liability for the absence of a guaranteed characteristic assumed by ELKA, and liability for the culpable breach of essential contractual obligations shall remain unaffected. Essential contractual obligations are those obligations whose fulfillment enables the proper execution of the contract in the first place and on which a contracting party regularly relies. Liability for simple negligent breaches of essential contractual obligations is limited to compensation for the typical foreseeable damage, but at most to an amount of €50,000 per damage event. ELKA maintains appropriate coverage for this amount through a business liability insurance policy. Any higher liability limit requires new calculations and separate agreements between the contracting parties.

- (2) The limitation period for claims for damages by the Customer against ELKA is one year. For claims under the Product Liability Act, as well as in cases of gross negligence or intentional misconduct by ELKA, injury to life, body, or health, and in cases where a guarantee has been assumed pursuant to paragraph 1 sentence 2, the respective statutory limitation periods shall apply.
- (3) A termination by the Customer pursuant to Section 543(2) sentence 1 no. 1 of the German Civil Code (BGB) due to non-granting of contractual use is only permissible if ELKA has been given sufficient opportunity to remedy the defect and this remedy has failed.
- (4) ELKA's liability without fault pursuant to Section 536a(1) of the German Civil Code (BGB) for defects already present at the time of contract conclusion is excluded, unless ELKA acts fraudulently, with gross negligence, or intentionally.

§ 12

Contract Term and Termination

- (1) The contract comes into effect with the activation of each IoT Connector and acceptance of these contractual terms in the IoT Portal for the respective booked IoT Connector and is concluded for an indefinite period. The contract and the associated right of use may first be terminated after a minimum term of one year, with a notice period of three months to the end of the term. Thereafter, the notice period shall be three months to the end of each subsequent contract year. Termination must be effected via the IoT Portal.
- (2) The right to extraordinary termination without notice for good cause remains unaffected. Good cause exists for both contracting parties if insolvency proceedings have been opened against the other party's assets or if the opening of such proceedings has been refused due to lack of assets.
- (3) Unless otherwise agreed by the contracting parties, upon termination of this contract ELKA will make all data stored for the Customer/End Customers available for retrieval by the Customer for thirty calendar days and will irretrievably delete the data after this period expires. The contracting parties will agree separately on the method of data retrieval. ELKA's obligation to back up data ends with the termination of this contract.

§ 13

Schlussbestimmungen

- (1) This contract alone shall be authoritative. Amendments and additions to this contract—including changes to this clause—require written form. No oral collateral agreements have been made. The Customer's general terms and conditions do not apply.
- (2) All claims arising from or in connection with this contract shall be governed exclusively by German substantive law, excluding conflict of law rules.

- (3) The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is Tönning.
- (4) In the event of any contradictions between the annexes and any provisions of this contract document, the provisions of this contract document shall take precedence.
- (5) Should any individual provisions be wholly or partially invalid, void, or unenforceable, this shall not affect the validity of the remaining agreements. In such cases, the contracting parties shall replace the wholly or partially invalid, void, or unenforceable provision with an agreement that comes as close as possible to the intended legal and economic purpose of the provision to be replaced. The foregoing provision shall apply accordingly in the event of contractual gaps.

Version: March 2025

Annex A: Price and Service Sheet

Connection of the barrier in the EJOIN IoT portal

You need a TCP/IP module to connect your barrier in the EJOIN IoT portal.

	Item no.	Zubehör	Purchase price	Recommended sales price
		Module TCP/IP v2.0 DHCP - IoT for controller MO 24 from version 3V3, for integration into the ELKA IoT world, incl. license to use the EJOIN IoT portal for 12 months from activation (the license agreement can be found via the QR code on page 42)		
	814 902 009	Without installation	267.-	358.-
	814 902 010	Installed	272.-	365.-

Follow-up license after 12 months

Item no.	License for EJOIN IoT portal	Purchase price	Recommended sales price
	License per barrier for EJOIN IoT portal , per year (€ 8.25 / month), the license agreement can be found via the QR code on page 42	99.-	133.-

Router

Item no.	Router	Purchase price	Recommended sales price
810 000 220	Global LTE router (4G, 3G, 2G) for connection to the IoT portal without a local network (WLAN, LAN)	248.-	333.-

All prices of this page are in EUR, ex works, excl. packing material, excl. VAT

Specification of Services – ELKA EJOIN IoT Portal

1 Introduction

The ELKA EJOIN IoT Portal is a web- and PWA-enabled platform for central management, remote monitoring and configuration of ELKA devices (e.g., barriers). It allows partners, operators and technicians to control and document device and service processes efficiently.

2 Objective

The portal aims to digitise operating and maintenance workflows, reduce downtime and enable sustainable optimisation through live data. This increases service quality, transparency and cost-effectiveness.

3 Scope of Functions

Module	Description
3.1 Device & Site Management	• Add devices via QR code or manual entry • Create sites during device setup or via the map/list view • Assign devices, licences and serial numbers to sites
3.2 Licence Management	• Automatic annual renewal with option to enable/disable • Licence status (active, expired, unlicensed) in the device overview
3.3 User & Role Management	Granular rights for partners (full access), technicians, operators and operator-technicians, including two-factor authentication (YubiKey)
3.4 Dashboard & Monitoring	Start dashboard with live KPI tiles for sites, maintenance and alarms; device dashboard with live status, remote control (open/close) and counters
3.5 Alarm & Notification System	• Push (PWA) for faults or due maintenance • Guided troubleshooting steps and optional remote read-only access for ELKA support (48 h)
3.6 Maintenance & Service Functions	• Maintenance interval monitoring with traffic-light logic • Digital maintenance log / inspection book (PDF storage) • History of all service entries
3.7 API	Optional: Full JSON API for integration with external systems (e.g., ERP, facility management)

4 System Requirements

- * Browsers: Google Chrome, Microsoft Edge, Mozilla Firefox (optimised); Safari as PWA alternative
- * Device: Desktop, tablet or smartphone with current OS version
- * Continuous internet connection required
- * Recommendation: Install as a Progressive Web App for push notifications and offline container mode for UI optimization

4.1 Netzwerk / Internet

Firmware Check Endpoint

Hostname Resolution

The hostname esp.elka.eu must be resolvable via DNS so that the module can retrieve the current firmware.

Reachable Ports

- **TCP Port 80 (HTTP)** for unencrypted requests
- **TCP Port 443 (HTTPS)** for encrypted requests

Azure IoT Hub via MQTT (TLS)

An outbound connection to the Azure IoT Hub via **TCP Port 8883 (MQTT over TLS)** must be allowed.

If networks block Port 8883, **MQTT over WebSockets via TCP Port 443** is a viable alternative.

Details on endpoints and ports can be found in the Microsoft documentation:

<https://docs.microsoft.com/azure/iot-hub/iot-hub-devguide-protocols?view=azure-dotnet>

IP Address Assignment via DHCP

DHCP (Dynamic Host Configuration Protocol) uses:

- **UDP Port 67 on the server** (receives Discover/Request)
- **UDP Port 68 on the client** (receives Offer/Ack)
Without DHCP being enabled, the module cannot obtain a valid IP address and will lose internet connectivity.

DNS Resolution

DNS queries are handled via **UDP Port 53** (standard queries).

TCP Port 53 must also be reachable for zone transfers and large responses (EDNS).

A functioning DNS resolution is a basic requirement for all host connections (e.g., esp.elka.eu and Azure endpoints).

5 Security & Authentication

- * Single sign-on with existing webshop credentials
- * Optional two-factor authentication via YubiKey OTP
- * Role-based access control down to device or site level
- * Encrypted device communication including licence heartbeat

6 Service & Support

- * In-app support button with ticket transfer to ELKA or partner (device & site reference is transmitted automatically)
- * Guided troubleshooting dialogues for standard error codes
- * Remote read-only access for ELKA technicians after release code (48 h validity)

7 Extensibility

- * Multi-tenant authorisation concept for future roles
- * Licence model allows modular upgrades (e.g., additional functions or longer runtimes)
- * API-first approach enables integration into existing IT landscapes and automation of business processes

8 Performance Parameters

Parameter	Target Value	Explanation
Portal availability	≥ 99 % / year	Monitored by internal

		monitoring
Licence heartbeat	24 h interval	Device remains reachable after licence expiry but performs heartbeat only
Push latency	≤ 5 m	From event to PWA notification

(SLA values are examples and can be adapted to the project.)