

Telemetry Service Contract

The person / company / organisation referred to below as "Contract Partner" is applying to conclude a service contract for telemetry services with ETB Electronic Team Beratungs- und Vertriebs GmbH (hereinafter referred to as "ETB")..

Contract Partner

Company		Contact person	
Client No.		Telephone	
Street		Mobile:	
Postcode / town or city		email	
VAT No.			

On conclusion of the contract, the Contract Partner/Client shall make available one UMTS SIM card per module for the operation of the GSM module (in connection with the application of the ECC-II). As of March 2013, a data volume of 1GB is sufficient. However, data volume is dependent on user behaviour.

ETB can also supply the necessary SIM card on request! The cost thereof shall be based upon the tariff of the network operator at the relevant time.

The Contract Partner/Client shall advise ETB of the provider APN together with the user name and password in order to ensure the secure transfer of data to and from the back office.

In Germany the only cards that may be used are those of Telekom and Vodafone. These network operators have the largest and most secure network. Furthermore, ETV has worked with both these network operators for a number of years and possesses secure data paths (tunnels) in both cases. For use throughout Europe, UMTS SIM cards for the relevant country shall be provided. In this case also, the provider APN together with user name and password shall be advised to ETB for back office set-up purposes.

ETB shall not be liable for individual network quality or the availability of the chosen provider.

Order

Quantity	Service fee	Unit	Price in €
	Web service fee, APN, etc. (Term 36 months)	Monthly/module	11.85
	GSM module back office set-up	one-off	26.70

1. Object of the Contract

The Contract regulates the Client's use of ETB services in accordance with Art. 2 of this Contract in return for consideration. All services provided by ETB shall be based on ETB's currently valid General Terms and Conditions, a copy of which was in the Client's possession at the time of signing of this Basic Contract and the validity of which the Client agrees to.

Art. 2 Scope of Contract and Services

ETB shall facilitate the use of telemetry services by the Client via his back office and, in association with this, access for the Client to the existing communications infrastructure. Access in this sense means making a data and communications server available and presenting data via an analysis tool and/or presenting data via a web browser.

Art. 3 Performance Fee

The amount of the performance fee shall be as per the price list appended to this Contract. All prices are quoted before the addition of statutory Value Added Tax. Price changes at the end of a term are possible.

Art. 4 Terms of Payment

Every quarter the Client shall receive an invoice from ETB for payment in advance as at the beginning of the quarter. Non-invoiced claims for services provided during an earlier statement period may also be invoiced at a later date. Invoices must be settled by the Client within 15 days. Any other terms of payment require agreement in writing.

Art. 5 Length and Termination of Contract

The Contract shall become valid from the moment it is signed. It is agreed that the day on which the cable or the system is connected or the day on which the service is made available shall be regarded as the beginning of performance obligation (start of use). The Contract is entered into for a period of 36 months and envisages an automatic extension of a further 12 months at a time, provided there has been no written notice of termination three months prior to the expiry of the relevant period. This shall not affect the right to extraordinary termination for exceptional reasons.

In the event that the Contract is terminated prematurely, the Client shall pay the full cost of the agreed communication structure services up to the intended date of expiry of the Contract.

Art. 6 Place of Performance and Jurisdiction

The place of performance is the municipality Am Mellensee. The place of jurisdiction is Potsdam. This Contract shall be governed exclusively by German law.

Art. 7 Other Matters

Side agreements and amendments to clauses may only be made in writing. If any provisions of this Contract should be ineffective or impracticable or should become so after conclusion of the Contract, this shall not affect the effectiveness of the Contract in any other regard. The ineffective or impracticable provision must be replaced by an effective and practicable regulation, the effects of which come closest to the economic objective pursued by the Contract Parties via the ineffective or impracticable provision.



SIM card details:

Provider APN:

User name:

Password:

Hardware details:

IMEI (see user manual ECC II / Aqua3000 Software)

Software Portal:

www.aqua-3000.com

Place / Date

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Place / Date

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Signature of Contract Partner

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Signature of ETB Electronic

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