

END USER LICENSE AGREEMENT for GEENY Secure Gateway Trial Service of Telefónica Germany GmbH & Co. OHG

(Status 08/2022)

1. AGREEMENT

This agreement (“EULA”) is between you, a registered customer (“Customer”) of the Microsoft Azure (“Azure”) online marketplace, and Telefónica Germany GmbH & Co. OHG, Georg-Brauchle-Ring 50 in 80992 Munich, Germany (“Telefónica Germany”). By clicking on the “Subscribe” button, or by downloading, installing, activating or ordering on Azure or otherwise using the software, Customer agrees to be bound by the terms of this EULA (“Effective Date”) for the [GEENY Secure Gateway Trial Service](#) (“Service”). Please ensure that you have carefully read and properly understood the entire EULA before agreeing to its terms and conditions.

Telefónica Germany reserves the right to modify the EULA from time to time. Any modification to the EULA will be effective fourteen (14) days following written e-mail notification thereof given to the Customer.

2. SERVICE AND LICENSE

The Service currently named [GEENY Secure Gateway Trial Service](#) is a free beta version of the open source and enterprise-ready software, which configures the Ubuntu image, allowing you to generate and install safe connections for IoT via VPN connection between your cloud-environment and your registered [GEENY SecureSIM](#) - Cards on Telefónica Germany’s network.

Subject to the terms and conditions of this EULA and all applicable laws and regulation, Telefónica Germany hereby grants Customer the free, non-exclusive, non-transferrable worldwide right and license to use, install, deploy, copy and distribute the Service during the term of this EULA. The Customer is not allowed to change the Service. The Service may only be used in order to configure the Ubuntu image, for use in connection with the Telefónica Germany GEENY SecureSIM products (“License”).

The scope of this License for the Service shall not include any rights to third-party software or technology, notably to the configurable open-source software Ubuntu, which may be bundled with or be part of the download for the Customer, as the Service only configures such Ubuntu image for the Customer. The [Ubuntu GNU GPL software license](#) shall be subject to an extra Third Party License (see clause 3 and Schedule below).

Customer is not obliged to use the Service.

Telefónica Germany retains the right, title and interest in the Service, outside the scope of this License., always excluding the third-party software or technologies. This EULA does explicitly not grant permission to use Telefónica Germany’s name, trade names, brands, trademarks, service marks or product names, except as required for reasonable and customary use in describing the origin of the Service. The EULA shall not constitute an assignment to the Customer of any intellectual property or ownership. Any and all intellectual property, ownership, copyrights or other interest of Telefónica Germany shall remain vested in Telefónica Germany.

3. THIRD PARTY LICENSE

The Customer acknowledges and agrees to acquire and maintain during the term of this EULA free open-source [GNU GPL license](#) for [Ubuntu 22.04 LTS](#) as offered by Canonical Ltd. directly (“Third Party License” as depicted in the Schedule below) and necessary for the use of the Service..

The Customer is obliged to read and make itself fully acquainted with such Third Party License and its copyright notices. By accepting this EULA, you are also accepting such additional terms and conditions, if any.

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4. SCOPE OF SERVICE AND TEST

The Customer intends to carry out a test of the Service together with the GEENY SecureSIM products provided by Telefónica Germany, , according to the terms and conditions as stated hereinafter. If the Customer requires customer service or wishes to give feedback during the test of Service and/or GEENY SecureSIM products, please contact Telefónica Germany Support at: service@geeny.io. Telefónica Germany will make commercially reasonable attempts to support the Service and look into any feedback in a timely fashion. Telefónica Germany shall not be obliged to adjust, revise, implement or maintain the support, test or any part of the Service at any time.

5. UPDATES AND UPGRADES

In the event that Telefónica Germany at its discretion decides to make any update, enhancement or new version of the Service or any of its components ("**Update**"), Telefónica Germany will inform Customer via e-mail regarding such Update and make it available on the Azure marketplace. By clicking on the "Subscribe" button, or by downloading, installing, activating or ordering on the Azure marketplace or otherwise using the software, Customer agrees to be bound by the terms of this EULA with respect to such Update. Notwithstanding the foregoing, Telefónica Germany reserves the right to apply other terms and conditions for any future Updates of the Service, which terms and conditions Customer must accept separately in order to receive a license for such Updates.

6. PAYMENT TERMS

The Customer's use of the Service during the test will be free of charge. Customer shall only pay fees as agreed for each GEENY SecureSIM product with their respective terms and conditions ("GEENYSecureSIM AGB") with or the respective agreed individual orders. **LIMITATIONS**

The Service shall only be used in accordance with the terms of this EULA. The Service shall only be used together with GEENY SecureSIM products provided by Telefónica Germany. Any transfer or provisioning to third parties is expressly prohibited. The Customer acknowledges that the Service is a trial offer and not yet fully developed.

The Service is provided "AS IS" and a beta version in development. Telefónica Germany does not make any warranty or representation, express or implied, as to the solution, the Services and/or the Ubuntu image as being fit for the purpose it is being tested, its merchantability or noninfringement and excludes any liability in relation thereto. Telefónica Germany does not warrant that the Service will be bug free or meet Customer's requirements or that the Service will operate in combination with any hardware, software, systems or data, to the maximum extent permitted by law..

7. LIABILITY

- 7.1 The liability of Telefónica Germany in connection with and under this EULA and its free trial Service shall be limited as set forth in this section and to the maximum extent permitted by law. Any legitimate limitation and/or exclusion of liability shall also apply to Telefónica representatives, employees and vicarious agents.
- 7.2 Notwithstanding the above clause shall Telefónica Germany remain liable irrespective of the legal grounds (a) without limitation for any intentional or grossly negligent cause of damage; (b) without restriction in the event of intentional or negligent injury to life, body or health; (c) without limitation insofar as Telefónica Germany has unlimited liability in accordance with mandatory statutory regulations, in particular any applicable Product Liability Act; (d) without restriction insofar as Telefónica Germany has fraudulently concealed a defect or has assumed a guarantee; (e) for other damages caused by negligence only insofar as these damages are based on the violation of a material contractual obligation ("wesentliche Vertragspflicht") of Telefónica Germany and for which the amount is limited to the foreseeable damages typical of the contract at the time of conclusion of the contract. Material contractual obligations are obligations which lay the grounds to enable due implementation and general performance of the agreement, whereas their breach would jeopardize the achievement of the contract's purpose, and on which compliance the Customer may in general rely. Foreseeable damages for a contract shall mean damages, which can be expected for this type of contract and as a result of the respective incurred breach or default caused by Telefónica Germany.
- 7.3 Telefónica Germany shall only be liable for the loss of data caused negligently by Telefónica Germany, if any insofar the Customer has produced in diligently in due course a regular backup of such data, which can therefore be restored at reasonable expense and effort.
- 7.4 Any claim as set forth in this clause 7, if any, shall expire unless notified to Telefónica Germany in writing within one (1) year following the emergent damage.
- 7.5 The liability of Telefónica Germany is excluded for damages for which Telefónica Germany is not responsible, in particular due to (a) unauthorised modification or changes by or on behalf of the Customer, (b) the technical equipment or network infrastructure of the Customer, (c) faulty, improper or negligent installation, operation or handling of the equipment or systems required for the use of the service by the Customer, or due to failed adherence and compliance with the instructions and provisions specified in the service description, operating instructions or other product information provided to Customer.

8. CONFIDENTIALITY

The Customer undertakes to treat as confidential any and all information disclosed in connection with this EULA and the provision or use of the Service hereunder (“**Confidential Information**”), both during the effective term and for a period of two (2) years after the termination or expiration of this EULA. Further, the Customer undertakes to use the Confidential Information obtained under this EULA solely for the purpose of testing the Service and for its performance of obligations and shall not disclose any Confidential Information obtained hereunder in connection hereto without Telefónica Germany’s prior written consent. “Confidential Information” shall include all secrets or confidential information, including any technical, trade secret, know-how, scientific, manufacturing, financial or other information of which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

9. TERM AND TERMINATION

This EULA is valid from the Effective Date and will automatically terminate the earlier of (i) the term of Customer’s GEENY SecureSIM product(s) expires or terminates for whichever reason, (ii (iii) Customer’s Third Party License for Ubuntu expires or (iv) Customer’s material breach of this EULA, in particular clause 2 and 3.

Telefónica Germany shall be entitled to terminate the test and/or this EULA for the Service with e-mail to the Customer, effective 14 days following Customer’s receipt of such termination notice. Customer may terminate this EULA and its License at any time without notice.

Upon termination of this EULA the Customer shall be obliged to cease, delete and deinstall the Service, further shall Customer delete Confidential Information at Telefónica Germany’s notification and discretion.

10. GOVERNING LAW AND JURISDICTION

This EULA shall be governed by and interpreted under the laws of the Federal Republic of Germany, with the exclusion of both the rules on the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes, differences or questions with respect to any matter arising out of or relating to this EULA shall be finally settled under the exclusive jurisdiction the courts of the Federal Republic of Germany.

11. MISCELLANEOUS

In case of any conflict regarding any provision of this EULA and the applicable GEENYSecureSIM AGB or the respective agreed individual orders, the terms and conditions of the GEENYSecureSIM AGB and moreover the superseding agreed individual orders shall prevail. Other modifications of this EULA may only be made in writing by mutual agreement from both parties.

If any provision of this EULA is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed, and all remaining provisions will remain in full force and effect.

The Service is not intended for consumers. If You are a consumer, You may not enter this EULA.

SCHEDULE – SOFTWARE INFORMATION FILES

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Name: Ubuntu - 22.04 LTS

Summary: Ubuntu is a Linux distribution based on Debian and composed mostly of free and open-source software.

Home-page: <https://ubuntu.com/download/desktop>

License(s): Ubuntu license. See below section for a copy of the license text.

Source(s): <https://ubuntu.com/download/desktop>
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Ubuntu - 22.04 LTS- GNU GENERAL PUBLIC LICENSE (Version 2, June 1991)

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