

General Terms & Conditions

"Maintenance of a vilisto heating control system and provision of an Online Platform"

Table of contents

1.	Subject matter and conclusion of contract	2
Section A: Provisions concerning maintenance		
2.	Maintenance services	3
Section B: Provisions on the Online Platform		
3.	Services relating to the Online Platform	4
4.	Conditions of use	5
5.	User accounts	5
6.	Customer data	6
7.	Data protection	7
8.	Claims for defects (warranty)	7
Section C: Common provisions		
9.	Indemnification obligations	9
10.	Limitation of liability	9
11.	Term and cancellation	9
12.	Remuneration	10
13.	Final provisions	10

1. Subject matter and conclusion of contract

- 1.1. **vilisto heating control.** The vilisto heating control system is a self-learning heating control system consisting of locally installed ovis thermostats (hereinafter referred to as "**thermostats**") and locally installed shepherd gateways (hereinafter referred to as "**gateways**"). The thermostats are equipped with various sensors to determine the room climate and to detect whether a person is potentially present in the room (motion detector, sound level sensor, ambient light sensor, thermometer, humidity sensor). The sensor data is pre-processed in the thermostats (e.g. if certain noise levels are exceeded) and the results are sent to the gateways via an encrypted wireless connection. Using this data, software uses a self-learning algorithm to determine the probability of a person being in the room at a certain time on each day of the week and controls the radiator valves accordingly. The probability values are saved in a file ("**calendar file**") and updated on an ongoing basis.
- 1.2. **Parties and subject matter of the contract.** These General Terms and Conditions (**GTCs Maintenance and Online Platform**) govern the legal relationship between us, vilisto GmbH, Schellerdamm 22-24, 21079 Hamburg, Germany, (hereinafter "**we**" or "**vilisto**") and you, in relation to
 - a) maintenance of the gateways and thermostats of a vilisto heating control system ("**Maintenance**"), see section B, and
 - b) the provision of an Online Platform for receiving, storing and displaying data from a vilisto heating control system, for making settings for the heating control system and for providing accompanying functionalities (hereinafter "**Online Platform**"), see section C.
- 1.3. **Delimitation.** These GTCs Maintenance and Online Platform do not govern the sale and installation of vilisto heating control devices (thermostats, gateways). Services for data transmission (telecommunication services) are also not the subject matter of the service and contract.
- 1.4. **Entrepreneurs.** Our offer to provide the Online Platform is aimed exclusively at entrepreneurs within the meaning of section 14 of the German Civil Code (BGB). The customer is not a consumer as defined in Section 13 BGB.
- 1.5. **Conclusion of the contract.** The contract for the provision of the Online Platform is concluded by signing a corresponding order form.
- 1.6. **Precedence.** Subject to a deviating individual contractual agreement between vilisto and the customer, these GTCs Maintenance and Online Platform apply exclusively to the Maintenance and the Online Platform and individual agreements made between vilisto and the customer take precedence over these GTCs Maintenance and Online Platform.

Section A: Provisions concerning maintenance

2. Maintenance services

- 2.1. **Contents.** We provide the maintenance services specified in the order form and the appendix "vilisto maintenance service description".
- 2.2. **Device defects.** The rectification of defects in the devices including any additional functions (e.g. repair, provision of a new device) is governed by the provisions on liability for defects from the purchase (or rental) contract for the devices or any additional functions. Should there be no claims for rectification of defects under these provisions, rectification of defects may be agreed and commissioned separately in individual cases. Your statutory claims for defects in relation to the devices, including any additional functions, shall neither be replaced nor restricted by the provisions of these GTCs Maintenance and Online Platform. They shall apply in addition to these provisions.
- 2.3. **On-site appointments.** Should an on-site maintenance appointment be required, we shall contact you two (2) weeks prior to the intended maintenance and propose four (4) dates from which you may choose an appointment. You must ensure that our maintenance personnel have unhindered access to the equipment in question. Should you do not grant sufficient access or cancel an agreed appointment, you must reimburse us for the additional expenses incurred as a result.
- 2.4. **Defects in maintenance services.** Insofar as maintenance services are contractual services, the following shall apply: All claims for defects shall expire within 12 months. This shall not apply in the case of claims for damages for defects insofar as we are liable by law (see section 10.1 sentence 2). In the event of a defect, we shall be entitled to choose subsequent fulfilment. Subsequent fulfilment must be carried out within a reasonable period, irrespective of the number of attempts. You do not have the right to remedy the defect yourself.
- 2.5. **Co-operation.** You shall be obliged to perform minor services at your own expense as part of the maintenance services, including, for example
- a) Restart the thermostat or gateway.
 - b) Transmit information about the LEDs on thermostats and gateways to vilisto.
 - c) Replacement of individual thermostats (up to 5 per month).
- Details can be found in the appendix "vilisto maintenance service description".

Section B: Provisions on the Online Platform

3. Services relating to the Online Platform

3.1. **Scope of functions.** We provide you with the Online Platform for use in accordance with these GTCs Maintenance and Online Platform. The Online Platform offers the following basic functionalities:

- a) Management of devices in a vilisto heating control system including any additional functions (e.g. assignment of thermostats to rooms).
- b) Receipt of device data (e.g. thermostat IDs, battery voltage), measured values (e.g. temperature, humidity) and calculated data (e.g. the probability of the current presence of people in the room) of a vilisto heating control system including any additional functions via an internet connection .
- c) Storage, processing, provision and visualisation of the data referred to in pointb) .
- d) Adjusting the heating control settings (e.g. target and reduced temperatures).
- e) Provision of additional functionalities (e.g. installation of updates to the operating software of gateways).

Details regarding the functional scope of the Online Platform, to which the customer has access, can be found in the appendix "vilisto Online Platform service description".

3.2. **Purposes of use.** Unless otherwise stated in the service description or otherwise contractually agreed, the Online Platform is used exclusively for the intended setting of the heating control system, for tracking the functionality and for ensuring the functionality (maintenance) of the vilisto heating control system. In particular, the Online Platform is not designed for billing purposes or for monitoring the presence or other behaviour of individuals.

3.3. **Authorisation of use.** We provide you with the Online Platform for use via the internet. The Online Platform is operated on servers in a data centre contracted by us. For the term of this contract, you shall receive the temporary, non-exclusive and non-transferable authorisation to access the Online Platform by means of a browser and an internet connection and to use it exclusively in connection with the vilisto heating control system specified in the order form, including any additional functions. The authorisation of use is limited to the number of thermostats specified in the order form, including any additional functions. Any transfer of use or provision of access to use to third parties is prohibited. All rights to the Online Platform remain with us. In particular, you shall not be granted access to the source code or object code of the underlying rights as well as no editing rights to the Online Platform.

3.4. **Availability.** We provide the Online Platform with an availability of 97% on a calendar month average during operating hours. Operating hours are weekdays from 6 a.m. to 10 p.m. (CET). Maintenance windows of up to 8 hours per calendar month are excluded. Availability means that essential components of the Online Platform shall be accessible. We shall announce planned maintenance windows in good time and endeavour to schedule them at night or on Sundays (CET). We provide our services at the point where the data centres we use connect to the internet. The internet connection between your device and our data centres is not part of our services. You shall be responsible for any costs incurred as a result. The availability of current data is also dependent on the gateways and thermostats being correctly installed and ready for operation and connected to an internet connection that functions in accordance with the system requirements (see section 4.2).

3.5. **Changes to services.** The Online Platform is a platform that is made available to a large number of users.

- a) We may change the Online Platform (including the system requirements) for good cause. Such a reason shall exist in particular if the change is necessary due to (i) a necessary adaptation to a new legal situation or case law, (ii) changed technical conditions (new

browser versions or technical standards, changes to the hardware and/or software of the vilisto heating control system), or (iii) the protection of system security.

- b) We may further make appropriate changes to the Online Platform as part of further development (e.g. deactivation of old functions that have been largely replaced by new ones).
 - c) We shall inform you of any significant, unfavourable changes in good time by e-mail. Your consent to such a change shall be deemed given unless you object to the change in writing or by e-mail by the date of the change. When announcing the change, we will indicate this legal consequence again separately.
 - d) Should the change disrupt the contractual balance between you and us to your detriment to a more than insignificant extent, the change shall not be made. This shall generally only be assumed if the functionalities described as 'basic functions' in the service description would be restricted.
- 3.6. **Setup, training, introduction.** Unless otherwise agreed, we do not owe the initial set-up of the Online Platform (e.g. initial setting of target values and cancellation periods, recording of rooms, creation of user accounts) or training and introduction services. The Online Platform is made available to the customer with default settings.
- 3.7. **Documentation.** Unless otherwise agreed, we only owe the provision of user documentation in the form of information texts within the Online Platform (e.g. tooltips) in German. We shall not be obliged to provide further documentation (e.g. user manual in PDF format), training or instruction services, unless this has been expressly agreed.
- 3.8. **Subcontractors.** We shall be authorised to use subcontractors to provide services

4. Conditions of use

- 4.1. **Requirements for use.** The following requirements must be met in order to use the Online Platform:
- a) You are the owner or permanent legal owner (e.g. tenant) of the vilisto heating control system named in the order form or have been commissioned or authorised by the owner or legal owner to use the Online Platform (e.g. as building manager).
 - b) If you are not the data controller yourself: The data controller has given you their consent to use the Online Platform and you have concluded any necessary data protection agreements with the data controller (e.g. in accordance with Art. 28 or 26 GDPR). "**Data controller**" is the body that decides on the means and purposes of processing personal data (e.g. presence of persons in rooms) by the Online Platform. The data controller under data protection law is usually the company or the entity whose employees use the premises in which the thermostats are installed (e.g. commercial tenant of the property).
 - c) The gateways and thermostats have been installed and configured correctly.
 - d) The gateways are connected to the internet and the internet connection is working.
 - e) You fulfil the other technical requirements (internet connection/internet router) and system requirements (see section 4.2).
- 4.2. **System requirements.** The system requirements for using the Online Platform can be found in the appendix "System requirements". The system requirements may be updated by us if necessary. Please familiarise yourself with these in advance.

5. User accounts

- 5.1. **Administrator account and user administration.** We shall provide you with a user account with administrator rights. You may use this to create additional user accounts with different roles and authorisations in accordance with the role and authorisation concept of the Online Platform. Users can be both your employees and external natural persons. You shall be responsible for assigning roles and authorisations only to such persons and only to the extent that this is legally permissible and no third-party rights are infringed. You must also withdraw user authorisations accordingly, e.g. when employees leave the company. In this respect, you shall be responsible for compliance with the statutory provisions, in particular for the protection of personal data and the protection of

trade and business secrets. You shall be liable to us for the conduct of all users on the Online Platform in the same way as for your own conduct.

- 5.2. **Access data.** You shall be obliged to keep the access data for your user account secret. Should unauthorised persons gain access to your access data or should you suspect that this is the case, you must inform us immediately. You must impose this obligation on all users.
- 5.3. **Lawful use.** You may only use the Online Platform within the scope of the provisions of this contract and in accordance with the statutory provisions applicable to you (e.g. regarding data protection, co-determination, confidentiality, protection of trade and business secrets) and may not infringe any third-party rights when using it.

6. Customer data

- 6.1. **Customer data.** The term "**customer data**" includes
- a) the data transmitted by the vilisto heating control system to the Online Platform and stored in the Online Platform (e.g. room temperature, humidity), including in processed form ("**heating data**"),
 - b) data entered into the Online Platform by you and/or us (e.g. room designations and temperature setpoints) ("**settings data**"), and
 - c) Data about user accounts of the Online Platform, their roles and authorisations as well as logged user actions ("**user data**").
- 6.2. **Confidentiality.** We shall treat customer data confidentially, use it only for the contractually intended purposes and not make it available to unauthorised third parties.
- 6.3. **Data security.** We shall ensure the confidentiality, availability and integrity of customer data through appropriate technical and organisational measures.
- 6.4. **Contractual right of use.** You hereby grant us, free of charge, the simple (non-exclusive), worldwide, irrevocable right, limited in time to the term of the contract, to use the customer data for the purpose of providing our services (including maintenance and troubleshooting), in particular to store and process it on a data centre operated by us.
- 6.5. **Right of utilisation.** You hereby also grant us the royalty-free, simple (non-exclusive), worldwide, perpetual, transferable, sublicensable and irrevocable right to store and commercially exploit the Customer Data (i) in pseudonymised form (see section 6.6) and (ii) in anonymised form (see section 6.7) also to publish or disclose it. This includes in particular the right to use and commercially exploit the data for troubleshooting and to improve our products, to develop new products and for other advertising or scientific purposes.
- 6.6. **Processing in pseudonymised form.** Processing in pseudonymised form means that we
- a) store the data to be utilised logically separately from the data that we use to provide the contractual services ("**production system**"), and
 - b) delete all information in it that allows a reference to (i) an individual natural person, in particular persons who are in rooms with thermostats or users of the Online Platform, (ii) the person responsible under data protection law, (iii) you as the contractual partner, (iv) the exact location of the vilisto heating control system (collectively "**reference objects**"),
 - c) take appropriate technical and organisational measures to prevent the data modified in this way from being linked to the reference objects.
- 6.7. **Utilisation in anonymised form.** Processing in anonymised form means that the data to be processed is changed in such a way that it can no longer be attributed to a reference object, e.g. by aggregation (summarisation). In order to determine whether a reference is possible, all means that we or a third party are generally likely to use to directly or indirectly identify a reference object must be taken into account. Objective factors, such as the costs of identification and the time required to do so, must be taken into account when determining whether resources are generally likely to be used to identify a reference object.
- 6.8. **Power of disposal.** You hereby assure us that you are authorised to grant us the rights specified in sections 6.4 and 6.5 and that this does not violate any laws, third-party rights or contractual obligations and that you have obtained any necessary consents, approvals or releases (e.g. from the building owner, landlord, tenant and/or works council).

You hereby warrant that you have the authority to grant us the rights specified in sections 6.4 and 6.5, that no laws, third-party rights or contractual obligations are violated in doing so, and that you have obtained any necessary consents, approvals or releases (e.g. from the building owner, landlord, tenant and/or works council).

- 6.9. **Customer data at the end of the contract.** At the end of the contractual term, you shall no longer be able to access your customer data. It is your responsibility to export the customer data before the end of the contract term using the export function of the Online Platform (see service description) and to save it for further use. We shall only be obliged to release customer data beyond this (e.g. provision as an SQL dump or in a specific format) if separately agreed and remunerated.

7. Data protection

- 7.1. **Order data processing.** If and to the extent that customer data constitutes personal data, the provisions of the appendix on data processing agreement ("**Data Processing Agreement**") shall apply between you and us. Should there be any conflict with these GTCs Maintenance and Online Platform or should the Data Processing Agreement contain stricter provisions, the provisions of the Data Processing Agreement shall take precedence. Customer data may constitute personal data in particular if it allows conclusions to be drawn about past, current or future attendance and absence of individual persons in rooms equipped with thermostats (e.g. in the case of individual offices).
- 7.2. **Data protection information and responsibility.** The data controller shall be responsible for informing data subjects about the processing of their personal data by the thermostats, the gateways and the Online Platform (in particular in accordance with Art. 13, 14, 21 GDPR). The same shall apply to determining the storage period and access rights to customer data. If you are the data controller under data protection law, you hereby undertake to provide the relevant information to the data subjects. If you are not the controller under data protection law, you hereby undertake to us to ensure that the information is provided to the data subjects.

8. Claims for defects (warranty)

- 8.1. **Scope of application.** Insofar as our services are subject to the provisions of tenancy law, sections 8.2 to 8.5 shall apply.
- 8.2. **Freedom from defects.** We shall provide the Online Platform free of material and legal defects and maintain it in a condition suitable for contractual during the term of the contract. The contractually agreed quality of the Online Platform shall be determined exclusively by the appendix "vilisto Online Platform service description", but not by information on the website, verbal or written statements prior to the conclusion of the contract or information contained in marketing materials.
- 8.3. **Remedy of defects.** You must notify us immediately of any defects in the Online Platform and explain the circumstances under which they occurred. We shall remedy the defect within a reasonable period of time. Defects in the Online Platform may also be remedied by updating the operating software of the gateways. We shall be entitled to provide you with temporary workarounds and to remedy the defect at a later date by adapting the Online Platform, provided this is reasonable for you.
- 8.4. **Non-provision.** Your right of cancellation due to non-provision in accordance with section 543 (2) sentence 1 no. 1 BGB shall be excluded, unless the provision of the service is to be regarded as permanently failed.
- 8.5. **Initial impossibility.** Our strict liability for initial defects pursuant to section 536a (1), Alt. 1 BGB shall be excluded. The fault-based liability shall remain unaffected.
- 8.6. **Limitation period.** All claims for defects shall expire within 12 months. This shall not apply in the case of claims for damages for defects insofar as we are liable by law (see section 10.1 sentence 2).
- 8.7. **Statutory regulation.** In any other respects, the statutory provisions on liability for defects shall apply, subject to section 10.
- 8.8. **Free provision.** If and to the extent that we provide you with services free of charge, the provisions on lending shall apply with priority, i.e. in particular, our liability for defects shall be

limited to fraudulent intent pursuant to section 600 BGB, liability pursuant to section 599 BGB shall be limited to intent and gross negligence and the shortened limitation period of six months pursuant to section 606 BGB shall apply.

Section C: Common provisions

9. Indemnification obligations

- 9.1. **Duty to indemnify.** If third parties (including public authorities) assert claims or legal violations against us based on the allegation that you have violated your contractual obligations, in particular that you have used the Online Platform in violation of the GDPR or the German Federal Data Protection Act (BDSG) or in any other unlawful manner, you must indemnify us against these claims without delay, provide us with reasonable support in our legal defence and indemnify us against the costs of legal defence.
- 9.2. **Conditions of the indemnity obligation.** A prerequisite for the obligation to indemnify in accordance with section 9.1 shall be that we inform you immediately of any claims asserted, do not make any acknowledgements or equivalent declarations and enable you to conduct any judicial and extrajudicial negotiations on the claims at your expense - insofar as possible.

10. Limitation of liability

- 10.1. **Exclusion in certain cases.** We shall be liable within the scope of the statutory provisions for damages insofar as these
- a) were caused by us intentionally or through gross negligence, or
 - b) were caused by us through slight negligence and are attributable to material breaches of duty which jeopardise the achievement of the purpose of this contract, or to the breach of duties the fulfilment of which is essential for the proper performance of this contract and on the observance of which you may rely (cardinal breach of duty).
- Our liability shall otherwise be excluded irrespective of the legal grounds, unless we are liable by law, in particular for injury to life, limb or health of a person, assumption of an express guarantee, fraudulent concealment of a defect or under the German Product Liability Act.
- 10.2. **Limitation of the amount.** In the case of section 10.1 sentence 1 letter b) (slightly negligent breach of cardinal obligations), our liability shall be limited to the damage typically foreseeable for a contract of this type at the time of conclusion of the contract..
- 10.3. **Free services.** In deviation from sections 10.1 and 10.2, our liability shall be limited to intent and gross negligence for damages caused in the context of the provision of our services free of charge.
- 10.4. **Our employees and authorised representatives.** The limitations of liability in sections 10.1 to 10.3 shall also apply to claims against our employees, representatives and authorised agents.

11. Term and cancellation

- 11.1. **Term.** The contract shall be concluded for a specific term ("**basic term**") and shall then be automatically renewed for further periods ("**renewal period**") if the contract is not cancelled by you or us with a notice period of three (3) months ("**notice period**") to the end of the basic term or a renewal period. Unless otherwise agreed in the order form, the basic term shall be 24 (twenty-four) months and the renewal period shall be 12 (twelve) months in each case. The right of cancellation for good cause shall remain unaffected.
- 11.2. **Reducing the number of thermostats.** Instead of cancelling the contract, you may also reduce the number of thermostats at the end of the basic or renewal period, subject to the notice period.
- 11.3. **Form.** The cancellation must be made in writing or in text form (e.g. e-mail, fax, letter) to the contact details stated in the contract or offer.

12. Remuneration

- 12.1. **User fee.** You shall owe us the usage fee agreed in the order form for the provision of maintenance services and the provision of the Online Platform
- 12.2. **Due date and collection.** The usage fee shall be due in advance immediately at the beginning of the basic term or renewal period for the entire basic term or renewal period.
- 12.3. **Additional thermostats.** If the number of thermostats increases during the term of this contract, these thermostats will be invoiced in addition to the monthly price stated in the order form. The increase shall be effected by notification on your part to us or by the gateway reporting the use of additional thermostats online.
- 12.4. **Net prices.** All prices are net prices plus the applicable value added tax.
- 12.5. **Invoicing.** Invoices may be issued in the form of a downloadable and printable PDF file sent by e-mail. There shall be no claim to a digitally signed invoice or paper invoice.
- 12.6. **Default of payment.** Should you default on payment of the usage fee, the following shall apply:
 - a) **Blocking.** We reserve the right, after giving appropriate notice (e.g. by mail), to block all access to the Online Platform for 14 (fourteen) days until payment has been made in full. During a block, you shall have no access to data stored in the Online Platform and shall not be able to use its functions; the obligation to pay the usage fee shall remain unaffected during the block. This shall not extend the term of the contract.
 - b) **Cancellation.** Should you default on the payment of the usage fee or a not insignificant part of the usage fee for two calendar months; or should you default on the payment of the usage fee for a period exceeding two months in an amount twice the monthly usage fee, we shall be entitled, after giving you appropriate notice (e.g. by email), to terminate the contract for the provision of the Online Platform with you for good cause.

13. Final provisions

- 13.1. **Declarations and notifications.** We shall be authorised to send any declarations and notifications relating to the maintenance and the Online Platform to the e-mail address that is stored for the administrator's user account. You shall be obliged to check this regularly and to notify us of any changes to the e-mail address.
- 13.2. **Offsetting.** You may only offset claims other than your contractual counterclaims arising from the legal transaction concerned or assert a right of retention if this claim is undisputed by us or has been recognised by declaratory judgement.
- 13.3. **Amendment of the General Terms and Conditions.** We reserve the right to amend these GTCs Online Platform and Maintenance. We shall inform you of any planned amendments and the content of the new GTCs at least six weeks before they take effect. The amendment shall be deemed approved if you do not object to us within six weeks of receiving this information. We shall draw your attention to this effect of silence in the notification of change. Should you object to the change, we shall be entitled to terminate the contract with immediate effect, subject to a notice period of four (4) weeks. In this case, any usage fees paid in advance shall be refunded on a pro rata basis.
- 13.4. **Written form.** Amendments to this contract must be made in writing or in text form (e.g. e-mail). This shall also apply to any waiver of the written form requirement.
- 13.5. **Applicable law.** This contract and any disputes arising in connection with it shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.6. **Place of jurisdiction.** If you are an entrepreneur, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be our place of business. We shall remain entitled to take legal action at your registered office.

- 13.7. **Partial invalidity.** Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the provision that we and you would have reasonably agreed on from an economic point of view in accordance with the original purpose. The same shall apply in the event of a gap in the contract.

Service description vilisto maintenance

1. Maintenance services

- 1.1. **Online monitoring.** Monitoring of the gateways and thermostats via an online connection (remote/online) to rectify problems and determine whether an on-site maintenance appointment is required ("online monitoring"). Online monitoring is continuously automated and takes place when there is a specific need (e.g. error message from the customer).
- 1.2. **Updates.** Installing available software updates on the gateway via an online connection (updates include minor functional improvements and bug fixes if necessary).
- 1.3. **On-site maintenance appointment.** If problems cannot be resolved by online monitoring, even with the assistance of the customer, vilisto will organise an on-site maintenance appointment to resolve the following problems. The number of on-site maintenance appointments is limited to a maximum of 2 appointments per quarter. Appointments that become necessary within the scope of the warranty for services from this service description or other contracts between vilisto and the customer are not counted towards the quota of on-site maintenance appointments. Our current price list (additional on-site appointments) applies to maintenance appointments that go beyond this or that are made at the customer's request for other reasons:
 - a) **Configuration problems**
A gateway or a thermostat permanently fails to send data to the Online Platform due to incorrect configuration, or a thermostat repeatedly exhibits incorrect behaviour due to settings that are not made via remote maintenance. The above points only apply if the customer is not the cause of the problems due to modifications or similar.
 - b) **Radio connection problems**
A thermostat does not have a stable radio connection more than 20% of the time over a period of at least one month, even though the gateway is in the position installed by vilisto.
 - c) **Replacement of the devices** if the replacement is necessary due to warranty from other agreements with vilisto (e.g. purchase of devices).
 - d) **The rectification of defects** in the form of repair or replacement of defective devices is not covered by this contract. This shall be carried out within the scope of the warranty provisions for the devices and, if no warranty applies, on the basis of separate remuneration in accordance with our price list.
- 1.4. **Batteries**
 - a) For empty batteries that have been discharged by use in the thermostats, replacements will be provided free of charge by vilisto for the duration of the maintenance contract. vilisto will also dispose of the empty batteries if they are delivered to vilisto.
 - b) The batteries are replaced by the customer.

2. Participation

In accordance with the *General Terms and Conditions "Maintenance of a vilisto heating control system and provision of an Online Platform"*, the customer is obliged to co-operate in troubleshooting within the scope of his possibilities. This includes the following points in particular.

- 2.1. **Connections for gateways.** If additional gateways need to be installed due to configuration or radio connection problems, the customer shall provide vilisto with additional connections in accordance with the system requirements.
- 2.2. **Replacement of individual thermostats.** If individual thermostats need to be replaced due to defects, the customer will do this themselves. The customer will replace up to 5 thermostats per month himself. He will be supported by vilisto online or by telephone.
- 2.3. **Carrying out simple measures on site.** If it is necessary to carry out simple tests on the thermostat or gateway on site as part of online monitoring in order to rectify or identify problems, the customer shall carry out the following tasks in particular:
- Restart gateways or thermostats.
 - Test whether the LEDs on a thermostat or gateway are lit or not.
 - Check the cable connections of a gateway.
 - Check the connection nut and, if necessary, tighten the nut with a pipe wrench or replace a defective adapter.

3. Additional services

In addition to the services included in the contract, the customer may order further services from vilisto. The following price list plus the applicable value added tax applies. The prices can be changed by vilisto. The customer will be notified of this at least 4 weeks before the change comes into effect.

Price list for additional on-site appointments

<i>Travel flat rate</i>	Billed according to distance from the headquarters of vilisto GmbH	50,00 €
	Additionally from a distance of:	
	6-30 km	25,00 €
	31-100 km	75,00 €
	101-300 km	175,00 €
	301-600 km	325,00 €
	More than 600km	By arrangement
<i>Working hours on</i>	rate (billed every 5 minutes)	80,00 €

Price list replacement material

<i>Batteries</i>	1 Battery-Pack incl. disposal	5,00 €
<i>Thermostat</i>	ovis2022	199,00 €
<i>Gateway</i>	shepherd for ovis2022	487,50 €

Service description vilisto Online Platform

vilisto provides its customers with an Online Platform with the services described below. The Online Platform enables customers to view the data recorded by the products over time as well as the current status and thus to analyse the behaviour of the system and make configuration settings. The data available on the Online Platform can be used to derive and implement optimisations in the configurations in order to optimise the energy savings achieved by vilisto devices. Access to the data also enables problems to be analysed quickly in the event of user complaints, thereby helping to increase user satisfaction and comfort. The Online Platform also serves as a central administration platform for the devices installed at the customer's premises, the data storage settings for the data recorded by the devices and the administration of user accounts with different roles and authorisations.

1. Basic functions

The basic functions are available to all customers by default and are not designed to be activated or deactivated individually. However, depending on the roles and authorisations assigned to the individual user accounts, functions may not be available for individual users.

1.1. General overview. The Online Platform allows you to view recorded data over time through to aggregated data across multiple devices. This also includes aggregated and summarised data and visualisations across an entire building or all devices in use by the customer. The Online Platform offers various views for this purpose. In particular, data from individual thermostats and gateways can be viewed.

1.2. Thermostat data view. The Online Platform makes it possible to view detailed lists of the thermostats installed at the customer's premises. In addition to current data in tabular form, data can also be viewed over time. The storage periods of the individual data records can be influenced as part of user, rights and data management (see section 2).

1.2.1. Table view. In the table view of the thermostat data, the following basic data is displayed at the time of viewing:

- Unique thermostat identification number ("**ID**")
- Individual name assigned during installation, such as room number ("**name**")
- Online status ("**online status**")
- Current room climate data, such as room temperature and humidity measured on the radiator ("**room climate data**")
- Battery status indicator ("**battery indicator**")

In the table view, it is possible to call up the configuration field for the respective thermostat depending on the authorisations assigned.

1.2.2. Configuration view. In the configuration view, it is possible to change the basic data of the thermostats. These include the following:

- Individual name assigned during installation ("**name**")
- Minimum permissible room temperature measured at the radiator and minimum set-back temperature at the same time ("**minimum temperature**")
- Maximum permissible room temperature measured at the radiator ("**maximum temperature**")
- Calculated temperature difference between the room temperature measured at the radiator and the room temperature in the centre of the room ("**temperature offset**")
- Desired temperature in the room ("**comfort temperature**")

1.2.3. Time history view. The following basic data is displayed in the graphical representation of the data over time. Sliding bars can be used to zoom in and out over time. In addition, the viewing period and starting point can be changed. All data points can be activated or deactivated individually. The displayed data can be exported as a user depending on the authorisations assigned.

- Room temperature measured at the radiator ("**measured temperature at radiator**")
- Desired room temperature measured at the radiator ("**control temperature at the radiator**")
- Desired room temperature ("**setpoint temperature in the room**")
- Outdoor temperature from weather data from external providers ("**outdoor temperature**")
- Relative humidity measured at the radiator ("**relative humidity**")
- Motor position of the actuator ("**valve position**" or "**motor position**")
- Heating mode ("**heating mode**")

1.3. **Gateway data view.** The Online Platform makes it possible to view detailed lists of the gateways installed at the customer's premises. The data can be viewed in tabular form.

1.3.1. **Table view.** In the table view of the gateway data, the following basic data is displayed at the time of viewing, among other things:

- Unique gateway identification number ("**ID**")
- Individual name assigned during installation, such as room number/network socket ("**name**")
- Online status ("**online status**")

In the table view, it is possible to call up the configuration field for the respective thermostat depending on the authorisations assigned.

1.3.2. **Configuration view.** In the configuration view, it is possible to change the basic data of the gateways. This includes the following:

- Individual name assigned during installation ("**name**")

2. User, rights and data management

2.1. **User and rights management.** The customer receives a user account with administrator authorisation, which has all the data available within the storage and deletion periods in accordance with this service description and the settings made in accordance with section 2.2. With this account, the customer has the option of creating further (restricted) user accounts and assigning them individual rights so that only certain thermostats, certain data records or certain time periods can be viewed with these accounts.

2.2. **Data management, settings for data storage.** Via the user account with administrator authorisation, the customer has the option of selecting the data to be stored by the system and specifying the storage periods. The customer has the following options, among others:

- Selection of the general storage duration of raw data in days.
- Selection of individual thermostats or rooms for which shorter storage periods should apply.
- Deactivate all persistent storage of personal data for individual thermostats. (CAUTION: Activating this option restricts the functionality of the system and the thermostats!)

3. Advanced functions

vilisto reserves the right to develop and offer additional functionalities that go beyond this service description. Customers will be informed accordingly. vilisto reserves the right to provide services and functionalities that go beyond this service description separately as a chargeable service. Any services and functionalities that go beyond this service description, which are offered and activated free of charge, are provided by vilisto on a voluntary basis and can be switched off by vilisto at any time at its own discretion or provided as a chargeable service in the future.

System requirements vilisto

Online Platform and gateways

1. Online Platform

To be able to use the vilisto Online Platform, you need a PC with a functioning internet connection. Outgoing connections on port 443 (HTTPS) must be authorised. The following browsers are supported:

Browser name	From version
<i>Mozilla Firefox</i>	68.0 (64bit and 32bit)
<i>Google Chrome</i>	75.0 (64bit and 32bit)

Other browsers may work, but vilisto does not guarantee functionality and does not offer support for problems that arise in this context.

2. Gateways

In order to transfer your data to the vilisto Online Platform, each gateway requires an internet connection. As part of the installation planning, vilisto will inform you at which locations in the building gateways are to be installed.

- 2.1. **Connectivity via LTE.** The internet connection is established via a mobile phone connection (LTE). LTE-capable gateways are used for this purpose. At all gateway locations identified by vilisto, the customer must provide a socket for connection to the power grid. The prerequisite for the internet connection is mobile phone reception in the Vodafone network.
- 2.2. **Connectivity via a wired connection.** Alternatively, the internet connection can be established via a wired connection. The internet connection must be provided by the customer at all gateway locations identified by vilisto. The gateways also each require a power socket for connection to the power grid if PoE cannot be provided. The wired internet connection for the gateways must fulfil the following requirements (a standard internet connection has these characteristics without any special settings being required):

Requirement	Information
<i>Connection</i>	RJ-45
<i>Protocol</i>	TCP/IP v4, DHCP
<i>speed</i>	<u>at least 3 Mbit/s</u>
<i>Outgoing connections on the following TCP ports must be permitted:</i>	30000-32000 (SSL connections to the server) Can be limited to individual ports from the range during configuration.
<i>Outgoing connections on the following UDP ports must be permitted:</i>	11194 (VPN), 123 (NTP) The VPN port may change depending on the installation date and will be communicated accordingly in advance.

vilisto can make various settings on the gateways to fulfil any requirements of the customer network. For example, proxy servers, DNS servers or static IP addresses can be configured. This information must be communicated to vilisto at least one week before installation if it is necessary for a functioning internet connection.