

# Attachment Service Description

Last Updated: 2021-03-22

## **A. Scope of services:**

- (1) neoalto shall provide the contractual services, in particular access to its online platform for the collection, evaluation and processing of inventory and movement data collected by sensors (hereinafter referred to as the "Platform") in its area of availability (from the cloud provider interface to the Internet). The scope of services, the nature, the intended use and the conditions of use of the contractual services are set out in this service description.
- (2) Additional services, such as the development of customised solutions or necessary adjustments, require a separate contract.
- (3) neoalto does not assume any guarantee for a specific property of the performance and does not assure such property. Technical data, specifications and performance details in this contract or associated documents serve solely to describe the performance and are not guarantees in the legal sense.
- (4) The Platform is subject to a continuous improvement and expansion process. Hereby, neoalto strives to meet the requirements of its customers and the market quickly and flexibly. neoalto reserves the right to discontinue or change various services on the Platform with reasonable notice. Customers who use an affected service can object to a discontinuation of the service or a relevant change to the service (these are all changes which are not purely visual and textual and which restrict the scope of the service compared to the previous version). neoalto will then endeavour to find an amicable solution with the customer. If an amicable solution cannot be reached, the customer shall be entitled to terminate the respective individual order with regard to the affected service at the time the change or discontinuation of the service takes effect.

## **B. Services**

- (1) **Cloud Setup** is a basic service to setup the Platform on behalf of the customer. neoalto will prepare the platform to import or enter manually product data, location data and planogram data. Further the platform is prepared to assign gateways and beacons for each location and product. In addition, neoalto sets up user accounts and a rights and role system in order to enable people designated by the customer to access and work with the platform.
- (2) **Live View** is a software service of the Platform. The service provides a graphical user interface on the Platform. Via the service, the current, i.e. the last available, inventory and goods movement data can be retrieved in various representations (graphical, textual).
- (3) **Analytic Services** are software services of the Platform. The services provide a graphical user interface on the Platform. The services can be used to retrieve inventory and movement data by time, period, location, category, manufacturer, product in various representations (graphical, textual).
- (4) **Automatic Ordering** is a software service of the Platform. The service determines the order requirements on assigned shelves based on previously defined parameters. The corresponding order is sent to a recipient as a structured file via an electronic communication channel. An order can be triggered manually. In addition, it is possible to pre-set orders for fixed days of the week and times. At these configured times, the orders are sent out automatically in the way described above.
- (5) **Stock Beacons** are a hardware service of the Platform. Stock beacons are sensors that measure goods movements on the shelf and send them to a gateway via radio transmission. The Stock Beacons require the use of POS TUNING product feeds.
- (6) **Matching** is a software service of the Platform. The service assigns a product position to each Stock Beacon. In addition, the service records the dimensions of the product position and the

product assignment to the product position as well as other product position-related parameters.

- (7) **Update** is a software service of the Platform. The service can be used to change the product position-dependent parameters.
- (8) **Beacon Gateways** are a hardware service of the Platform. Beacon Gateways send data to the Platform via public or private networks.
- (9) **Application Programming Interface (API)** is a software service of the Platform. Via the API, the Platform can send data to third parties. Via the API, third parties can retrieve data from the Platform.

### **C. Availability of the Platform**

- (1) An availability of 97.0% is guaranteed for the Platform based on one year. Availability is the customer's ability to use the essential functionalities of the platform.
- (2) The Platform shall be deemed unavailable if it does not successfully complete customer inputs such as login, clicking a button, creating, modifying or deleting a task, but not uploading files, within 60 seconds for a continuous period of more than 15 minutes. The execution of a large number of customer inputs per Customer at the same time (e.g. batch processing) is not subject to any agreement on availability or response speed, but is executed in the best possible manner ("best effort") in each case. Non-availability does not include maintenance periods or restrictions or failures of the Platform due to circumstances beyond the control and responsibility of neoalto (fault of third parties, disruption of telecommunication lines, force majeure, etc.).
- (3) Claims of the customer for a reduction of the remuneration due to non-availability or reduced availability of the agreed services shall be calculated as the ratio of the actually determined availability in the affected year and the agreed availability for the affected year. A corresponding reduction amount shall be offset against the invoice for the billing period, unless otherwise agreed.
- (4) neoalto is entitled to close the Platform at short notice if there is good cause. Good cause shall be deemed to exist in particular in the event of massive, unforeseen network traffic on the servers of the Platform, in particular in the event of DoS/DDoS attacks or (attempted) unlawful intrusion by third parties into the system of the Platform.

### **D. Availability of the Beacon Gateways**

- (1) neoalto cooperates with a service provider regarding the use of machine-to-machine telecommunication services (hereinafter referred to as "M2M telecommunication services").
- (2) The M2M telecommunication services are based on a service availability of the mobile core network of 97.0% on an annual average. The availability of the local active networks, which are provided by the connected roaming partners, depends on the respective operator. The core network is the totality of all network components, including the Home Location Register ("HLR"), Gateway GPRS Support Node ("GGSN"), Short Message Service Center ("SMSC"), Signalling Transfer Protocol between Carriers, Routers and Firewalls ("STPs"), Online Charging System ("OCS") as well as Authentication, Authorisation and Accounting a related set of function ("AAA Radius Server) up to the connection to the respective host network operator (handover point) of the used IMSI of the SIM card within the profile.
- (3) The use of M2M mobile services depends on the local networks used in each case. Restrictions of the spatial area are only made in case of corresponding necessity, e.g. change of roaming agreement, in case of capacity bottlenecks in the mobile network, in case of disruptions due to technical changes to the facilities (improvement of the network, changes in the locations of the facilities, connection of the station to the public line network, etc.), operational disruptions (problems with the energy supply, etc.) or due to other measures to improve or maintain

operation (e.g. maintenance work, repairs, etc.). Disturbances of the transmission quality due to atmospheric or similar conditions cannot be excluded. Temporary interruption and restriction may also result from force majeure.

- (4) The download and upload speeds depend on the local network used.
- (5) The transmission speed that can actually be achieved during data use depends on the following factors, among others
  - the local availability of the respective mobile radio technology,
  - the network load of the internet backbone,
  - the occupancy/load of the mobile network by the number of users in the respective mobile cell,
  - the distance to the antenna and the movement of the user,
  - the M2M terminal device used (incl. its operating system and other software used),
  - the transmission speed of the selected servers of the respective content provider,
  - use outside or inside buildings (inside buildings, network availability and transmission speed may be limited).
- (6) In the event of imminent temporary and exceptional network congestion, applications with high bandwidth requirements may only be available to a limited extent. Downloads may take a longer time.
- (7) neoalto will endeavour to ensure that data that is still captured during a connectivity interruption is still delivered to the system at a later point of time when connectivity is restored. In this case, delays may occur and/or manual intervention may be required to transfer the data. However, it cannot be guaranteed that data captured during this time will still be reconstructable in the event of a connectivity interruption.