1. Scope and applicability

1.1. These Terms and Conditions ("**T&C**") are used by Peregrine Technologies GmbH, Saarstraße 20a, 12161 Berlin, Germany ("**Peregrine**"). Peregrine has focused on artificial intelligence in the field of traffic and has developed AI-based software for traffic video analysis, which Peregrine distributes together with necessary hardware and offers related services.

1.2. Basis for the legal relationship between Peregrine and customers of Peregrine ("**Customer**") are exclusively these GTC (in addition to the order confirmation defined below). General terms and conditions of the customer are not recognized, even if they are not expressly contradicted.

2. Offers and conclusion of contracts

2.1. Peregrine may accept an order from the Customer within four weeks by sending an Order Confirmation. The order confirmation contains the ordered products and the ordered service, the total value of the order, the payment instruction and the account information ("**Order Confirmation**").

2.2. The offers made by Peregrine itself are subject to change and are not binding, unless Peregrine has expressly designated them as binding.

3. Subject of the contract

3.1. The subject matter of the contract may be (i) the rental of the hardware required for the operation of the Peregrine Software including operating system software in the agreed number, (ii) the granting of corresponding licenses for the Peregrine Software (the hardware and software together the "**Contractual Products**") and (iii) related services, in each case limited in time to the term of the contract. The details shall be set forth in each case in the Order Confirmation.

3.2. The technology is integrated in the customer's vehicles and records traffic data as image material and evaluates the data for quality assurance for the customer. This enables risk situations in particular to be highlighted to the customer.

3.3. For the delivered contractual products, the Customer shall receive the documentation (operating instructions/user manual) provided and intended by Peregrine.

3.4. The installation of the technical operational readiness by Peregrine is also part of this contract and will be remunerated separately. This includes the installation of the Peregrine software on the hardware device. Further services of Peregrine (installation in the vehicle, consulting, instruction, training) are to be agreed separately, if necessary.

3.5. Copyright notices, serial numbers and other features serving to identify the program may not be removed or modified from the contractual products or the documentation.

4. Contract duration, termination, return

4.1. The contract term is based on the selected contract model as listed in the order confirmation (the "**Contract Term**"). Ordinary termination is excluded during the contract term. The parties may terminate the contract without notice for good cause. Good cause shall be deemed to exist in particular if the customer fails to pay the remuneration owed under the contract in due time and the outstanding remuneration reaches an amount of more than two months' remuneration.

4.2. Notice of termination must be given at least in text form in accordance with § 126b BGB (e.g. by email).

4.3. After termination of the contract, the Customer must return the contractual products to Peregrine immediately and in proper condition. Furthermore, after termination of the contract, the parties are obliged to return or destroy all confidential information referred to in clause 10 upon request of the other party.

5. License terms

5.1. The Customer shall not acquire any ownership or other rights to the contractual products delivered or to the documentation, with the exception of the rights of use for the term of the contract granted in the license conditions attached as **Annex 1.**

5.2. If the customer violates the terms of the license, Peregrine is entitled to immediate termination of the hardware lease and recall of all licenses granted.

5.3. The customer is obliged to handle the contractual products with care for the period of use. The customer is not permitted to edit or modify the contractual products.

6. Delivery, transfer of risk, force majeure

6.1. Delivery is made to the domestic address of the customer. Delivery costs shall be borne by the customer. Information on delivery times are approximate and may therefore be exceeded by up to three days, unless otherwise agreed with the customer.

6.2. Upon handover of the contractual products to the customer or the transport company, whichever occurs first, the customer shall be liable for their loss, damage or accidental destruction. The Customer shall insure the Contractual Products against these risks, if applicable. Peregrine will take out freight insurance at the Customer's expense upon the Customer's written request.

6.3. At the time of delivery, the Customer must ensure that the delivery of the Contract Products corresponds to the order and immediately confirm receipt to Peregrine in writing, or immediately notify Peregrine in writing that the delivery does not correspond to the confirmed order.

6.4. Peregrine is only entitled to partial deliveries and partial services if (i) the partial delivery is usable for the Customer within the scope of the contractual intended purpose; (ii) the delivery of the remaining ordered products is ensured; and

(iii) the Customer does not incur any significant additional expenses or additional costs as a result.

6.5. Force majeure or operational disruptions occurring at Peregrine or its suppliers, e.g. due to riots, strikes, lockouts, which temporarily prevent Peregrine, through no fault of its own, from delivering the contractual products on the agreed date or within the agreed period, change the agreed dates and periods by the duration of the disruption in performance caused by these circumstances. If a corresponding disruption leads to a delay in performance of more than nine (9) months, the customer may withdraw from the contract.

6.6. During the term of the contract, the customer is obliged to take all necessary measures to maintain the contractual products in the condition in which they are at the time of rental.

6.7. The Client must notify Peregrine of any damage to the contractual products immediately after becoming aware of it. Culpable omission obligates the client to compensate for the resulting damage.

7.   Remuneration, deposit

7.1. The customer undertakes to pay the fees in accordance with the order confirmation. Here, monthly fees are paid in advance.

7.2. All prices are in Euro, unless otherwise stated without statutory VAT.

7.3. The setup fee shall be charged upon conclusion of the contract and the ongoing fees shall be charged for the first time upon provision of the contractual products. Insofar as provision does not begin on the first day of the month, the monthly usage fee for the remainder of the month shall be calculated on a pro rata basis, with each day of usage being billed at 1/30 of the monthly price.

7.4. Unless otherwise agreed in writing between the parties, fees shall become due for payment upon receipt of the invoice and shall be payable within fourteen (14) days of the date of the invoice for payment to the account specified therein.

7.5. A loss of the subject matter of the contract for which Peregrine is not responsible after the transfer of risk to the Customer does not affect the Customer's payment obligation.

8.   Deposit

8.1. For the rented Hardware, the Customer shall pay a deposit of EUR 20 per unit from a quantity of 1,000 units. The deposit is due no later than fourteen (14) days before the delivery announced by Peregrine.

8.2. Peregrine will return the deposit to the Customer once the Customer has returned the Hardware in its entirety and Peregrine has verified that it is in proper condition within a reasonable time.

8.3. Peregrine is entitled to satisfy itself from the deposit due to any deterioration of the hardware that is not solely the result of the contractual use of the hardware or due to outstanding remuneration.

9.   Warranty

9.1. The contractual products essentially correspond to the product description according to product documentation.

9.2. In principle, the statutory provisions on warranty in rental agreements apply. The regulations in § 536b BGB (knowledge of the tenant of the defect upon conclusion of the contract or acceptance) and in § 536c BGB (defects occurring during the rental period; notification of defects by the landlord) apply. However, the application of Section 536a (2) of the German Civil Code (tenant's right of self-remedy) is excluded. The application of Section 536a (1) of the German Civil Code (Landlord's liability for damages) is also excluded insofar as the standard provides for strict liability, provided that no case of Section 8.1 exists.

9.3. In all other respects, the provisions of the law on service contracts (§§ 611 et seq. BGB) shall apply.

9.4. The Customer shall notify Peregrine of any defects in the Contract Products without undue delay and at least in text form and shall assist Peregrine in eliminating any defects, e.g. by providing error reports or information that may help Peregrine to find sources of errors, if the Customer has such information.

9.5. Peregrine does not warrant that the Customer's business expectations associated with the use of the Contract Products will be realized.

9.6. Any claims for damages shall be subject to the limitations set forth in Section 10.

10.   Liability

10.1. Peregrine is liable for damages without limitation

(i)   in case of intent or gross negligence

(ii)   for injury to life, limb or health

(iii)   in accordance with the provisions of the Product Liability Act, and

(iv)   to the extent of any warranty provided by Peregrine

10.2. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), Peregrine's liability is limited to the amount of the damage that is foreseeable and typical according to the nature of the transaction in question.

10.3. There is no further liability on the part of Peregrine. In particular, this is excluded in the following cases: Use of the products for a purpose other than the intended purpose, use of unreasonable force against the products, unsuitable environment or unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, thermal, chemical, electrochemical or electrical influences - unless Peregrine is responsible for these in accordance with this Section 9.

10.4. The above limitation of liability also applies to the personal liability of Peregrine's employees, agents and officers.

11. Coordination

The execution of the contract is coordinated by the persons named in the order confirmation.

12. Confidentiality

12.1. "Confidential Information" shall mean all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential from the circumstances, in particular information on operational processes, business relations and know-how.

12.2. The parties agree to maintain confidentiality about confidential information.

12.3. Such confidential information is exempt from this obligation,

(i) which were demonstrably already known to the Recipient at the time of the conclusion of the Agreement or which subsequently become known to the Recipient from a third party without violating any confidentiality agreement, statutory provisions or official orders

(ii) which are public knowledge at the time of the conclusion of the Agreement or are made public thereafter, to the extent not based on a breach of this Agreement

(iii) which must be disclosed due to legal obligations or by order of a court or authority To the extent permissible and possible, the recipient obligated to disclose shall notify the other party in advance and give it the opportunity to oppose the disclosure.

12.4. The obligations of the provisions of this Section 12 shall survive the termination of this Agreement for three (3) years.

13. Data usage

The customer agrees that Peregrine may use the data generated by the customer in the context of the use of the contractual products and automatically transmitted to Peregrine without personal reference for its own purposes, in particular for the usage analysis and the optimization of the Peregrine software for an unlimited period of time and space. The consent remains unaffected by the termination of the contract.

14. Reference agreement

14.1. The client agrees to be named as a reference on the Internet presence, in company presentations and in the context of offers of Peregrine, in each case for an unlimited period of time, in order to refer to the joint economic relationship. For this purpose, Peregrine is entitled to use the company identification and / or the company logo of the customer, to create a link to the Internet presence of the customer, to make briefly recognizable in which form the economic cooperation exists and to create a detailed reference and to publish it after approval by the customer on the Internet presences of Pregrine.

14.2. The client declares to be the owner of these rights. Consequences resulting from the use of the company name and / or logo for a specific purpose cannot be held against Peregrine.

14.3. This permission may be withdrawn in part or in its entirety at any time and without giving reasons.

15. Final provisions

15.1. Changes to these GTC shall be communicated to the customer at least by e-mail. If the customer does not object to such amendments within 4 weeks after receipt of the notification, the amendments shall be deemed agreed. In the event of a timely objection, the original provisions remain unchanged instead of the amendment. In this case, Peregrine has the right to terminate the contract with a notice period of [6] months.

15.2. These GTC are subject to the laws of the Federal Republic of Germany. The place of jurisdiction is Berlin.

15.3. The Client may not assign or transfer any of its claims or rights under the Agreement without Peregrine's prior written consent in at least text form.

15.4. Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the GTC in other respects. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of a gap in the contract.

Attachments
Appendix 1 (Terms of Use Software)

Terms of use software

1. Scope

1.1. These Terms of Use are supplemental to Peregrine's General Terms and Conditions ("**GTC**").

1.2. The Terms of Use apply to software services via the Peregrine app ("**App**") that Customer receives pre-installed on the hardware it purchases from Peregrine, as further set forth below, or that is made available to Customer for download ("**Software**" or "**Service**").

1.3. The software can only be used together with the hardware provided by Peregrine.

2. Provision and granting of rights

2.1. Peregrine offers the Customer the use of the software for the collection and utilization of individual traffic data according to these Terms of Use and Order Confirmation ("**Description Contractual Products**"). The Customer obtains access to the software through activation after entering login data, which Peregrine provides to the Customer. Details in this regard are regulated in clause 6.

2.2. All intellectual property rights in connection with the Software remain with Peregrine, unless expressly granted to the Customer under these Terms of Use.

2.3. Subject to successful registration for the Software and payment of the agreed remuneration, and to the extent necessary for the use of the Software in accordance with the Agreement, Peregrine grants Customer the worldwide, non-exclusive, non-sublicensable, non-transferable right to use the Software for the agreed term of the Agreement and subject to these Terms of Use; Customer accepts the grant of rights (the "**License**").

2.4. The scope of the license is determined by these Terms of Use. The license is acquired as part of the hardware and software package purchased by the customer from Peregrine and allows the customer to use the software for application in a vehicle.

2.5. After the end of the term of the purchased license, the Customer remains entitled to view the data collected by the Software for a transition period of eight (8) weeks. After that, his access to the account will be blocked.

2.6. If the customer acquires new versions, updates, upgrades, patches, further developments or other modifications of the software, these terms of use shall also apply.

2.7. Customer understands that the Software contains open source components and that such components are subject to the applicable open source licenses available on the Website or as part of the Software or by request to Peregrine.

2.8. The Customer shall use the Software in accordance with the intended use of the Software, the provisions of these Terms of Use, in compliance with applicable laws and to the extent agreed. In particular, the customer may not use the software

- modify, decompile, disassemble, reconstruct or otherwise edit;
- Duplicate
- use to develop a competing software solution or help a third party do so;
- Use to distribute illegal and/or infringing content; and/or
- sell, license, rent, transfer or in any other way commercially exploit or make available to third parties.

2.9. In the event of a breach of this clause 2 by the Customer, all rights granted under these Terms of Use shall automatically revert to Peregrine. Any further use of the software by the Client thereafter constitutes a copyright infringement.

2.10. Support services within the scope of these Terms of Use include the narrowing down of the cause of the error, the error diagnosis as well as services aimed at the elimination of the error.

3. Conditions of use

3.1. The use of the software requires the conclusion of a user agreement or the acceptance of these terms of use.

3.2. The customer must observe the technical requirements for the software contained in the product description, in particular a (stable) connection to the Internet is required.

4. Customer obligations; setting up a customer account; customer data

4.1. To use the Cloud Device Management Software, the Customer must first update its customer account set up by Peregrine via the Platform and select a new password for this purpose. The user name and password are data that the Customer must treat personally and confidentially and, in particular, must not disclose to third parties. The password should be changed regularly via the settings in the customer account. All licenses of the customer can be managed in the customer account.

4.2. The Client undertakes to truthfully answer the information requested when setting up the Client account and to notify Peregrine of any changes to this information without delay.

4.3. The Client undertakes to support Peregrine in the provision of the contractual services to a reasonable extent.

4.4. The customer is responsible for the proper and regular backup of the data and the documents provided during the execution of the contract.

4.5. Customer shall grant access to the Cloud Device Management Software only to authorized employees ("**Users**"). The users are to be registered in the administration area of the software. The Users are vicarious agents of the Customer (§ 278 BGB). Furthermore, the customer is not entitled to grant third parties access to a customer account opened in his name or to make the service available to third parties, unless the parties have expressly agreed otherwise in text form.

5. Data protection; customer data

5.1. Peregrine will comply with all applicable data protection requirements (in particular the data protection regulations applicable in Germany) within the scope of the performance of the contract. Details on data processing can be found in Peregrine's privacy policy https://peregrine.ai/privacy-policy/.

5.2. The Client is responsible for the processing of personal data that the Client submits to Peregrine through the Service. In particular, the Client will obtain any necessary consents from individuals regarding the processing of their data.

5.3. To the extent necessary, Customer and Peregrine will enter into an Order Processing Agreement in accordance with the template provided by Peregrine.

6. Final provisions

The final provisions of the GTC apply.