

Software License Agreement/General Terms & Conditions

1. Object of the Agreement

iXworld (the "Software") is provided in order to use and store data over the Internet. These terms & conditions apply to use of the Software in accordance with the current product description for iXworld products.

The Software is operated by the Provider as a SaaS or cloud solution. For the term of this Agreement, the Customer is permitted to use the Software stored and running on the Provider's servers, or the servers of a service Provider engaged by the Provider, via an Internet connection for the Customer's own purposes and to store and process its data with the aid of the Software.

These terms & conditions apply exclusively. The Customer's terms & conditions do not apply. Any confirmation to the contrary by Customer with reference to its own terms and conditions is hereby expressly rejected.

2. Nature and scope of service

The Provider provides the current version of the Software for the Customer's use at the router exit of the data center in which the server with the Software is located ("Transfer Point"). The Provider provides the Software, the computing power required to use the Software, and the necessary storage and data processing capacity. The Provider does not assume responsibility for establishing and maintaining the data connection between the Customer's IT systems and the above Transfer Point.

Further development of the Software modules is carried out in accordance with the principles of agile development. As a result, enhanced functionalities are made available to the Customer in regular cycles. There is no right to use a specific version. The further developed modules are made available to the Customer for use in the cloud at no additional cost.

The storage of transaction data (e.g. status data from machines) is limited to 10 years. Older data is deleted automatically. This does not apply to master data (e.g. machines) and static data (e.g. spare parts lists).

3. Rights of use

As the Software runs exclusively on the Provider's servers or the servers of a service provider engaged by Provider, the Customer does not require any proprietary rights of use in the Software and the Provider also does not grant any such rights. For the duration of the Agreement, however, the Provider grants the Customer the non-exclusive, non-transferable right, limited in time to the duration agreed on this order form, to load the Software's user interface into the working memory of the terminal devices used for this purpose according to the Agreement, for display on the screen, and to make copies of the user interface as a result, as well as to use the Software for the contractually agreed purposes according to the product description. Subject to any other agreement between the parties, third parties must not be allowed to use the Software. Companies affiliated with the Customer are also third parties for this purpose.

The OPC UA interface required for establishing connectivity, which is installed on the machine, may only be used to operate the iXworld. Any other use of the interface requires a separate license.

4. Availability of the Software

The Provider points out to the Customer service may be limited or impaired for reasons outside of the Provider's control. This includes, in particular, actions of third parties who are not acting on behalf of the Provider, technical conditions that cannot be influenced by the Provider, such as technical conditions on the Internet, and instances of force majeure. The hardware, software and technical infrastructure used by the Customer can also affect the service provided by the Provider. Where circumstances of this nature affect the availability or functionality of the service provided by Provider, the provided service shall be in compliance with this Agreement.

The Customer shall promptly notify the Provider, using the TicketManager, with as much detail as possible of functional failures, malfunctions or errors in the Software.

Error reports are accepted 24/7.

Error reports are processed during the normal business hours of the seller: Monday through Friday from 8:00 a.m. to 5:00 p.m.

Telephone support in the event of software errors is provided during the above business hours.

5. Rights relating to data processing & data backup

The Provider complies with the statutory data protection regulations in Germany.

The Customer grants the Provider the right, for the purposes of carrying out the Agreement, to duplicate the data to be stored on behalf of the Customer by the Provider, to the extent that this is required to perform the services under this Agreement. The Provider is also entitled to store the data in a backup system or separate backup data center. The Provider is also entitled to make changes to the structure of the data or to the data format to eliminate issues.

The Customer grants the Provider the right to store machine status data in anonymized form and to derive measures from the data for continuous improvement of the products and for predictive maintenance. The amount of data that is stored depends on the use of the iX4.0 apps and is shown in the "DataExchange" app in "iXworld".

If and insofar as the Customer processes personal data or has personal data processed on the IT systems for which the Provider is technically responsible, an agreement shall be concluded for processing by the data processor on behalf of the data controller.

6. Fee

The fee must be paid in advance for one year at the commencement of the term of the Agreement. If the Agreement continues to run beyond the initial term, the next amount is due in each case at the commencement of the extension to the Agreement.

If the Customer is more than four week late with payment of the fee when it is due, the Provider is entitled to block access to the Software, after giving a reminder in advance with a grace period and after expiration of the grace period. The Provider's right to payment of the fee remains unaffected by the fact that access to the Software is blocked. After payment of arrears, access to the Software will be activated again immediately. The Provider also has the right to block access, as a less extreme remedy, if the Provider has a right to extraordinary termination under clause 11.

After expiration of the initial term according to the order form, the Provider may adjust the prices and the rates for any agreed fee, on the basis of general price developments. If the increase in the fee is greater than 5%, the Customer may terminate the Agreement at the end of the current month of the Agreement.

The fee for other services is based on the Provider's valid price list.

The "iX4.0 go" introductory offer runs for 12 months after first use. It ends automatically and is free of charge.

7. Obligations of the Customer to cooperate

The Customer shall support the Provider in the provision of the services under the Agreement to a reasonable extent.

The Customer must keep the access details provided to the Customer secret and ensure that any employees who are provided with access details similarly keep them secret. The Provider's service may not be made available to third parties, unless expressly agreed by the parties.

8. Warranty

In general, the statutory warranty regulations apply. Section 536b (Lessee knows of the defect upon entering into the agreement or upon acceptance) and Section 536c (Defects occurring during the lease period; notice of defect by the lessee) of the German Civil Code (BGB) apply. However, Section 536a para. 2 (Lessor's right to remedy the defect himself) is excluded. Section 536a par. 1 German Civil Code (BGB) (Lessor's obligation to pay damages) is also excluded, where the provision provides for no-fault liability.

9. Liability and damages

The Provider is liable, according to the statutory provisions, for loss to the Customer that has been caused intentionally or by gross negligence, that is a consequence of the absence of a guaranteed quality, that is the result of a culpable violation of essential contractual obligations (cardinal obligations), that is the result of a culpable injury to health, body or life, or for which there is liability under the Product Liability Act.

Cardinal obligations are those contractual obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contractual party may ordinarily rely, and, on the other hand, the violation of which jeopardizes achieving the purpose of the contract.

In the event of a breach of a cardinal obligation, liability — where loss is only caused by simple negligence — is limited to such loss as is typically foreseeable when using the Software according to the Agreement.

Otherwise, liability is excluded — on whatever legal grounds.

If the Customer's loss results from the loss of data, the Provider shall not be liable for the loss if the loss could have been avoided by regular and complete backups of all relevant data by the Customer.

10. Customer data & indemnification against third-party claims

As a technical service provider, the Provider stores content and data on behalf of the Customer, which the Customer enters and stores when using the Software. The Customer undertakes vis-à-vis the Provider not to upload any content or data that is criminal or otherwise generally illegal or illegal in relation to individual third parties and not to use any programs in connection with the Software that contain viruses or other malware. The Customer remains the data controller for personal data and must therefore always check whether it has the necessary permission to process such data by using the Software.

The Customer is solely responsible for all content that is used and data that is processed, as well as any rights required for these purposes. The Provider is not aware of the Customer's content and does

not check the content used by the Customer with the Software. This provision does not apply to services requested by the Customer that require knowledge of customer-specific data to be provided (e.g. Diagnostic^{Plus}, ConditionMonitori^{Plus})

In this regard, the Customer undertakes to indemnify the Provider against all liability and any costs, including possible and actual costs of legal proceedings, if a claim is made against the Provider by third parties, including claims by Customer's employees, as a result of actions or omissions alleged against Customer. The Provider shall notify the Customer of the claim and, as far as legally possible, give the Customer the opportunity to defend against the asserted claim. At the same time, the Customer shall promptly communicate to the Provider all information available to the Customer concerning the facts that are the subject of the claim.

Any further claims for damages of the provider remain unaffected.

11. Term & termination

The Agreement runs for 12 months from the date of commencement ("initial term") and shall be automatically extended by a further 12 months in each case, unless terminated in writing by one of the parties no later than 4 weeks prior to the end of the Agreement. The right to extraordinary termination remains unaffected hereby.

Both parties reserve the right to extraordinary termination for cause, where the legal requirements are met. There shall be cause for the Provider in particular, if the Customer is more than two months in arrears with the payment of a fee that is due, despite a reminder. If the Customer is responsible for the cause of termination, the Customer must pay the Provider the agreed fee, less any expenses saved by Provider, up to the date on which the Agreement would end in the event of ordinary termination.

Notices of termination must be in writing in order to be effective. Compliance with this requirement of written form is a prerequisite for the effectiveness of the termination. E-mail meets the requirement for written form.

After termination of the Agreement, the Provider must return to the Customer all the documents and data carriers provided by the Customer and still in the possession of Provider that are connected to this Agreement, and must delete the data stored by the Provider, insofar as there is no duty or right of retention. This provision does not affect anonymized data (e.g., for the purpose of product improvement).

12. Confidentiality

The parties must keep secret, must not disclose to third parties, and must not record or otherwise exploit any information about the other party that becomes known to them or becomes known to them in connection with this Agreement and that is marked as confidential or otherwise recognizable as business or trade secrets (hereinafter referred to as "Confidential Information"), unless the other party has expressly consented in writing to its disclosure or use or the information must be disclosed by law, court order or administrative decision.

The information is not Confidential Information within the meaning of clause 12 if the information:

- was already previously known to the other party without the information being subject to a confidentiality obligation;

- is generally known or becomes known without breach of the confidentiality obligation;
- was disclosed to the other party by a third party without breach of the confidentiality obligation.

The confidentiality obligations shall continue to apply after the end of this Agreement.

13. Transfer of rights and obligations

The rights and obligations under this Agreement may only be assigned with the prior written consent of the Provider. The Provider may entrust third parties with fulfillment of the obligations arising from this Agreement.

14. Miscellaneous

This Agreement and any amendments, as well as all contractually relevant declarations, notifications and documentation obligations must be in writing, unless another form is agreed or is prescribed by law.

This Agreement is subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction is the Provider's registered office, if the Customer is a merchant, legal entity under public law, or a special fund under public law.

If individual provisions of this Agreement are invalid, this shall not affect the validity of the remaining provisions. In this case, the parties will work together to replace the invalid provisions with those provisions that correspond as closely as possible to the invalid provisions.