

SCHENCK ONE GENERAL TERMS AND CONDITIONS OF USE

1. THE SUBJECT MATTER OF THE CONTRACT AND ITS AREA OF APPLICATION

- 1.1 Schenck ONE is operated by Schenck RoTec GmbH, Landwehrstraße 55, 64293 Darmstadt (“**we**”, “**us**”).
- 1.2 These General Terms and Conditions of Use (“**Terms and Conditions of Use**”) apply to the contract concluded between us and the Customer for the use of Schenck ONE, and govern the provisions and conditions for procurement and use of the functionalities, products and services (“**Services**”) offered via Schenck ONE by the group of customers determined in clause 2.1. The use of certain Services may be subject to additional specific product descriptions as well as license terms and conditions (“**Product-Specific Conditions**”). These Terms and Conditions of Use apply as a general framework agreement to the Services offered in connection with those on Schenck ONE (“**Schenck ONE Services**”), without our having to refer to them again in each individual case. Our Product-Specific Conditions apply in supplementation of and take precedence over the provisions of these Terms and Conditions of Use.
- 1.3 The Services on offer on Schenck ONE may also extend to include products and services of duly authorized third parties (“**Schenck ONE Partners**”), to which we merely provide access or contact information. In cases where we act as intermediaries for products and services offered directly by Schenck ONE Partners (“**Partner Products**”), the special terms and conditions of use of the Schenck ONE Partner concerned apply to such Partner Products within the scope of the relationship between the Customer and that Schenck ONE Partner. The application of these terms and conditions of use between the Customer and us remain unaffected in this regard.
- 1.4 The general terms and conditions of procurement or other business conditions of customers are not applicable unless we give our explicit consent to their inclusion in writing.

2. REGISTRATION AND ACCESS

- 2.1 Schenck ONE is exclusively addressed to entrepreneurs (as defined by Section 14 of the German Civil Code – BGB) and not to consumers. The only customers entitled to access and use Schenck ONE are those authorized by us on the basis of these Terms and Conditions of Use (“**Customer**”, “**you**”). Customers can only be legal persons and natural persons of unlimited legal capacity and partnerships that are merchants as defined by the German Commercial Code (HGB) and that act in a commercial capacity.

- 2.2 Authorization calls for registration on Schenck ONE, including the entries provided for to that end (in particular: first name, surname, email address, company, company address, telephone number). The Customer designates a main contact person who arranges the registration and/or subsequently books Services for the Customer. This contact must be sufficiently qualified, reliable and authorized to conclude corresponding contracts for the Customer (“**Customer Administrator**”). The Customer Administrator is required to provide full and truthful entries. In the event of a change in data after registration, the Customer is required to correct the information on Schenck ONE without delay and/or if this is not possible, to notify us without delay of the relevant changes (“**Change notice**”). Change notices can only be given in writing, by facsimile or email.
- 2.3 The right granted to the Customer with the authorization to make use of the offer by Schenck ONE (“**Schenck ONE Access**”) is only conferred once per customer and only applies to the Customer’s own internal business purposes, cannot be sublicensed and is non-transferable. Multiple registrations per customer are prohibited.
- 2.4 The user interface made accessible by Schenck ONE Access may be used by the Customer’s employees who are authorized to use it (“**Service Users**”). When they register, Service Users become authorized for the Services concerned and they receive their own access data. There is no separate contractual user relationship between us and the Service Users. The access data must not be conveyed or made accessible to third parties.
- 2.5 Use of the Service for purposes other than those provided for in this use agreement is prohibited unless we gave our explicit prior approval.

3. SCHENCK ONE OFFER

- 3.1 These Terms and Conditions of Use do not obligate the Customer to accept certain Services. Nor do they obligate us or the Schenck ONE Partner to offer the Services concerned.
- 3.2 Via Schenck ONE, various Schenck ONE Services and Partner Products are available to the Customer. In particular, the Services may consist of software-based or cloud services. A prerequisite for this is the acquisition of the necessary license rights for the relevant Services offered on Schenck ONE directly by us (“**Schenck ONE Services**”) or by Schenck ONE Partners.
- 3.3 Via Schenck ONE, Services can also be available that provide for access to external online portals. We are not providers of the products and services available from such portals and do not inspect or audit any of these. Agreements on the relevant products and services exclusively take effect between the Customer and the relevant provider.
- 3.4 The subject matter of performance and content of the Services provided via Schenck ONE are contained in the specific descriptions of the relevant services and products (“**Product Descriptions**”).

- 3.5 We reserve the right to enlist subcontractors to perform the relevant Services. We remain responsible to the Customer for the Schenck ONE Services provided by subcontractors. For clarification to prevent misunderstandings, this does not apply to Partner Products; the Schenck ONE Partners are exclusively responsible for these.
- 3.6 Except as otherwise explicitly agreed, the place of performance is always our registered place of business.

4. ORDERS AND CONCLUSION OF SERVICE AGREEMENTS

- 4.1 Our offers are without engagement unless explicitly designated as binding or if they provide for a certain acceptance period. This also applies if we have made certain drawings, plans, catalogs, specimens or samples, quotations and other records as well as (possibly) software available or accessible to customers.
- 4.2 Customer orders are considered binding contractual offers. We can accept Schenck ONE offers within 10 (ten) working days of receipt. We can declare our acceptance either by carrying out the first performance act identifiable by the Customer (e.g. by activating the service ordered) or by a separate confirmation of acceptance.
 - 4.2.1 Upon ordering a Service, the Customer is responsible for designating certain authorized engines and service users for the relevant Service.
 - 4.2.2 For Partner Products, only the underlying special terms and conditions agreed between the Customer and the Schenck ONE Partner of the relevant order are applicable.
 - 4.2.3 The Customer is responsible for ensuring that Service Users are provided with the software, hardware and any other technical prerequisites – as per the Product Descriptions – required in order to use each Service.

5. REMUNERATION, TERMS OF PAYMENT

- 5.1 The amount that the Customer must pay for Schenck ONE Access is agreed separately. The remuneration owed in each case varies according to the service.
- 5.2 All prices are quoted exclusive of statutory value added tax at the prevailing rate.
- 5.3 Except as otherwise agreed, the remuneration owed is payable immediately upon receipt of invoice.
- 5.4 We reserve the right to commission a service provider to carry out the processing and settlement of payments.
- 5.5 The Customer is entitled to assert a right of retention or set-off only if the rights or claims asserted by the Customer have been finally adjudicated by a court of law or if they are uncontested.

6. USE RIGHTS

- 6.1 Upon arrangement of a Schenck ONE Service, we will make the relevant Schenck ONE Service available to the Customer subject to the agreed availability, function and properties.
- 6.2 Except as otherwise stipulated in these Terms and Conditions of Use or as otherwise agreed for each acquisition of Schenck ONE Services, on full payment the Customer is granted a simple, non-sublicensable and non-transferable right of use, confined to the Customer's own internal business purposes, of the Schenck ONE Services agreed ("**Service Usage Right**") as well as the data/information retrievable or transferred as a component of the Schenck ONE Service with special reference to business operations, systems or facilities of the Customer ("**Service Data**"). The Service Usage Right automatically ends on expiry of the term agreed for the relevant Schenck ONE Service. The Customer may use the Service Data received as a performance component for an unlimited period of time; clause 7.2 remains unaffected in this regard.
- 6.2.1 If the Schenck ONE Service agreed refers to certain machinery or systems (e.g. Predictive Maintenance), then the Service Usage Right applies only to such machinery or systems used by the Customer for itself and its affiliated companies as defined by Sections 15 ff. of the German Stock Corporation Act (AktG) ("**Affiliated Companies**") for processing own, internal business transactions ("**Authorized Systems**"). The Customer alone is responsible for ensuring that it disposes of the necessary rights regarding the Authorized Systems in order to use the Schenck ONE Services for these – no verification in this regard will be made by us.
- 6.3 If, within the scope of its Schenck ONE Access, the Customer receives additional data/information (e.g. information material) from us, from Schenck ONE Partners or other Schenck ONE customers or has authorized access to such data/information ("**Schenck ONE Data**"), the Customer may use it exclusively for its own internal company purposes.
- 6.4 The Customer is only allowed to download, save, copy, duplicate, print or use content contained on Schenck ONE or accessible via Schenck ONE if the corresponding option is part of a Service or is otherwise made available separately as a function (e.g. via a download link).
- 6.5 Without prior express authorization by us, the Customer is prohibited from having the Services and/or Schenck ONE contents (including Service Data and Schenck ONE Data) used, used for third parties, offered or made accessible, published or distributed by persons other than the service users. The confidentiality obligations of the Customer remain unaffected by this (clause 13).
- 6.6 All rights to and in respect of the Schenck ONE Services are exclusively ours; clause 6.2.1 remains unaffected by this. For clarification, no claims or rights of

the Customer are justified by the further or new development of Services. This also applies if further or new developments are made using and evaluating content, information and data from the Customer's domain (cf. clause 7).

- 6.7 All rights to and concerning all subjects of rights and protected contents remain with the original rights holder. If the Customer is provided with software to exercise the Service Usage Right, (e.g. as embedded software), we or the respective rights holder(s) (e.g. Schenck ONE Partner) remain the owners of all rights to the software. It is prohibited to process, rework, decompile, reverse engineer, disassemble or translate the software or to make any other attempt to convert it into source language (source code) unless the aforementioned acts are mandatorily permissible by law (Sections 69d, 69e of the German Act on Copyright and Related Rights (Urheberrechtsgesetz – UrhG)).
- 6.8 In supplementation of these Terms and Conditions of Use, further specific license terms may apply to the use of the Services, including open source license terms and third-party license terms to which the Customer is specifically referred (e.g. in product-specific terms and conditions). The Customer undertakes to comply with the relevant license provisions.

7. DATA SECURITY, DATA USE, DATA PROTECTION

- 7.1 The provision of Services is largely based on data that is collected in the Customer's domain via operating machinery and systems or subsequently implemented additional components, and relayed in Schenck ONE ("**Raw Data**"). Schenck ONE is based on a professionally protected cloud infrastructure that is regularly reviewed and certified according to usual market standards for IT security.
- 7.2 Except as explicitly otherwise agreed, the Customer receives Service Data exclusively in the form of the displays and evaluations provided by the relevant service. The decision as to which Raw Data is collected, processed and stored for the provision of the relevant service is within our own exclusive discretion. Unless explicitly provided as an element of the Services agreed, the Customer is not entitled to the collection, evaluation or possession of certain Raw Data or Service Data.
- 7.3 We collect, duplicate, process and store Raw Data and Service Data (referred to collectively as "**data use**") primarily for the purpose of providing the Schenck ONE Services. Any data use beyond this takes place only if described accordingly in the relevant Service Description or product-specific terms and conditions and otherwise only after anonymization/pseudonymization of the relevant Raw Data and Service Data, in particular for the purpose of improving the Services and developing new products.
- 7.4 Accessibility to, or disclosure of, Raw Data and Service Data to third parties concerning individual customers is made only

- 7.4.1 to subcontractors possibly commissioned by us to perform Schenck ONE Services;
 - 7.4.2 to Schenck ONE Partners if this is necessary to provide the Partner Products offered via Schenck ONE;
 - 7.4.3 in the cases specified in clause 13.4.5.
- 7.5 We and the Customer undertake to comply with the applicable provisions under data protection law for the protection of personal data.
- 7.5.1 Apart from the cases mentioned below, the provision of Schenck ONE Services does not call for any collection and processing of personal data. The Customer is responsible for this and takes appropriate technical and organizational measures to ensure that we have no access to personal data (e.g. of operators of machinery).
 - 7.5.2 Personal data of the Customer's employees and Service Users will only be gathered, processed and stored if this is required to justify and complete Schenck ONE registration and to process orders and provide Services. Details in this regard can be found in the data protection references on the relevant web page(s) or Schenck ONE Services.
 - 7.5.3 We and the Customer enter into an agreement to process data on behalf of others in accordance with a sample contract provided by us if the Customer recognizes that access by us to personal data of employees of the Customer or Authorized Service users cannot be ruled out despite the measures pursuant to clause 7.5.1, of which the Customer must notify us without delay, or if the Service Description or product-specific description provides that we process personal data on behalf of the Customer.

8. SERVICE QUALITY AND AVAILABILITY

- 8.1 The content and properties of the Schenck ONE Services as well as the type and scope of the services to be provided by us in this connection are finally derived from the relevant Product Description and these Terms and Conditions of Use. Except as otherwise dealt with in the relevant Service Description or these Terms and Conditions of Use, the following rules apply:
- 8.1.1 We take appropriate measures and security precautions to avoid harmful impacts of the Schenck ONE Service on a customer's user environment and to ensure an adequate level of data security (clauses 7.1 and 7.2).
 - 8.1.2 Information on the Schenck ONE Services on websites, in applications (e.g. mobile apps), in catalogs, general product descriptions, data sheets, plans, drawings, in particular information on availability, functionality, performance data, etc., is legally binding only if the product-specific terms and conditions explicitly refer to the Schenck ONE Services or if some other explicit confirmation in writing by us exists.

- 8.1.3 Except as otherwise explicitly agreed in writing, the Schenck ONE Services do not comprise customer-specific services such as data evaluations in specific, individual cases that extend beyond the standard functionalities of the relevant Service.
- 8.1.4 We have no influence on the properties of the data generated and collected in the Customer's domain, in particular during operation of machinery and systems. Prior to automated evaluation of Raw Data, no separate analysis is made of data formats, content and extent as well as of the quality, completeness, reliability and/or correctness of the Raw Data.
- 8.1.5 The software and algorithms used to evaluate the Raw Data analyze the latter on the basis of certain methods that can be revised at any time. The data evaluations arising in the process and the results displayed to the Customer are largely based on the configurations of the relevant machinery and systems and on the settings selected by the Customer. The evaluation processes carried out on this basis, like any other scientific method, are subject to natural barriers and do not allow for any final and binding recommendations for action to be made. The Schenck ONE Services are merely intended as support or an aid and are no substitute for independent analysis and/or a critical assessment by the Customer and its Authorized Users as to whether and which organizational and technical measures are to be taken regarding the Customer's deployment and operation of machinery and systems as well as its production workflows. In particular, no legal verification is carried out by us as to whether or not any measures planned by the Customer on the basis of the Schenck ONE Services are lawful, e.g. with regard to aspects regarding data protection or under labor law. The Customer alone is responsible for deployment of the Schenck ONE Services.
- 8.2 We and the Schenck ONE Partners make constant efforts to improve the service. It may be necessary for Services to be updated by new versions from time to time. As a rule, this occurs automatically without the Customer's consent being obtained or the Customer being specifically notified thereof. The Customer's rights acquired to use the services shall remain unaffected.
- 8.3 Certain availabilities and service levels apply only if they are part of the relevant Service Description. In addition, we strive to keep interruptions in Schenck ONE's operations and Services to a minimum with the level of professionalism that is customary in the market.
- 8.4 We are not responsible for Schenck ONE and Services availability issues or malfunctions that
 - 8.4.1 are due to causes outside our control (for example, natural catastrophes, wars, terror attacks, riots, work disputes, state actions, power or equipment failures, and other causes at the Customer's location or between

the Customer's location and the computing center used by Schenck ONE);

- 8.4.2 result from the use of services, hardware or software not provided or expressly acknowledged by us, including, but not limited to, problems related to insufficient bandwidth or third-party software or services;
- 8.4.3 were caused by the use of a Schenck ONE Service by the Customer after we had instructed the Customer to change the use of the Schenck ONE Service and the Customer did not change the use as instructed;
- 8.4.4 were caused by the unauthorized action (including incorrect entries) or omission of a necessary action by the Customer or its employees, representatives, contractual partners or suppliers or by other persons who have obtained access to the Schenck ONE Services or that are otherwise caused by the Customer's non-compliance with appropriate security procedures;
- 8.4.5 were caused by the Customer's failure to comply with the required configurations or due to a use of Schenck ONE Services that is incompatible with the features and functions of the Schenck ONE Service (e.g. attempts to perform unsupported processes) or does not correspond to the guidance published by us for assistance.

9. SUPPORT

- 9.1 In case of technical problems and questions concerning the use of Schenck ONE, the Schenck Helpdesk is available to the Customer under the contact data supplied on the Schenck ONE website or otherwise made available to the Customer at the times specified on the website.
- 9.2 To the extent that we offer special support for the relevant Schenck ONE Service, its availability and scope are listed in the relevant Service Description.
- 9.3 Except as explicitly otherwise agreed, support services are provided exclusively by remote communication or by remote data transmission.

10. CHANGES

- 10.1 We are entitled to amend these Terms and Conditions of Use, individual services, Product-Specific Conditions and/or the system requirements applicable to the use of Schenck ONE and/or Services at any time ("**Changes**"). In particular, this also includes technical and functional updates. However, we are not obligated to provide these.
- 10.2 We will notify the Customer of any material Changes in appropriate form and subject to reasonable advance notice. Material Changes include, in particular, those which have a noticeable effect on the availability, functionality or quality of Services or which affect the contractual relationship.
- 10.3 If the Change has a significant detrimental effect on the availability, functional scope or quality of Services for the Customer, the Customer is entitled to exer-

cise a special termination right with regard to the affected Service. The exercise of the extraordinary right of termination must be declared in writing and received by us within 15 (fifteen) working days of the Customer receiving the information about the Change.

- 10.4 Changes to these Terms and Conditions of Use or to Product-Specific Terms will take effect unless we receive a written objection from the Customer within 30 (thirty) days of the Customer receiving the information about the Change (clause 19.4). In the event of an objection by the Customer, we shall have an extraordinary right of termination with regard to all contractual relationships affected by the Customer's refusal to accept the Change. The Customer will be separately notified of this consequence with the announcement of the Change(s).

11. RESPONSIBILITY AND DUTIES OF COOPERATION FOR THE CUSTOMER

- 11.1 In supplementation of the Customer's duties to cooperate and do its part as agreed in these Terms and Conditions of Use, the Product-Specific Conditions and/or the Product Description or in any other legally binding manner, the following duties and obligations are applicable.
- 11.2 The Customer is responsible for ensuring that the system requirements applicable to the relevant Services are met in the Customer's operating environment. In particular, the Customer is responsible for
- 11.2.1 the provision and maintenance of the machinery and systems compatible for the relevant Services and for equipping its authorized service users with suitable end devices for the use of Services;
 - 11.2.2 ensuring the use of the latest versions of the mobile apps available for the Services;
 - 11.2.3 an adequately efficient and uninterrupted Internet connection and the corresponding connection of its machinery and systems via which the Services are to be provided;
 - 11.2.4 creating the necessary conditions for equipping older-generation machines and systems with components that make them compatible with provision of the Services.
- 11.3 The Customer shall notify us if the Customer Administrator and/or a Service User leaves the company or is replaced. The Customer must take the actions required to protect and secure the Service Data that we may provide to it and the contractual elements given to it and its Service Users (such as access data, passwords, etc.). This includes, among other things, sufficient safeguards against accesses by unauthorized individuals or misuse, in particular password procedures/password protection, automatic blocking, virus scanners and firewalls, as well as implementation of other required technical and organizational protective measures.
- 11.4 If unauthorized access, unauthorized use, unauthorized copying, unauthorized forwarding or other unauthorized actions in connection with the Services occur,

then the Customer shall notify us immediately in writing and shall take all necessary measures without delay and assume all costs to remedy the violation.

- 11.5 The Customer is solely responsible for the contractually and legally compliant use of the Services made available to it within its domain and shall ensure that the relevant requirements for this are met. In particular, the Customer is responsible for ensuring that the data protection requirements pursuant to clause 7.5 are fulfilled and that no rights of third parties in particular to machines and systems) or legal provisions are violated.
- 11.6 The Customer is solely responsible for the interpretation and use of the data/information that is displayed or made available to it as part of the Schenck ONE Services, as well as for the decisions made on this basis and the (economic) consequences thereof. If the Schenck ONE Services and functions thereof display recommendations for machine settings to the Customer, then the Customer shall remain responsible for the operation, monitoring and maintenance of its machines and systems. It is within the sole and dutiful discretion of the Customer to examine the results of the Schenck ONE Services according to actual circumstances as to whether recommendations should be implemented in individual cases and which measures the Customer should take or refrain from taking on this basis. This duty of inspection also applies in the event that the Schenck ONE Services make automatic adjustments to the machine settings and configurations, which the Customer can overwrite or modify at any time.
- 11.7 The Customer is solely responsible for data backups, unless the storage of data is the subject of the agreed fee-based Schenck ONE Services.

12. CUSTOMER VIOLATION OF OBLIGATIONS

- 12.1 In the event of a material breach of contract for which the customer is responsible – in particular in the event of breaches of the Service Usage Right (clause 6), a violation of its duties of cooperation (clause 11) or duties relating to data (clause 7), a breach of confidentiality (clause 13) – or if the Customer delays payment or breaks the law, we shall be entitled to discontinue the performance of Services for the duration of the breach or violation and/or to block the Customer's Schenck ONE Access. Further claims and rights to which we are entitled, in particular to termination and damages, for whatever legal reason, shall remain unaffected by this.
- 12.2 The Customer shall hold us harmless from all claims, receivables, expenses, costs and loss, damage or injury caused by acts and omissions of the Customer, its employees, vicarious agents and/or Affiliated Companies in connection with the exercise or non-exercise of the Customer's duties of cooperation (clause 11), the Service Usage Right being exceeded (clause 6) or the unauthorized or unlawful use of Schenck ONE, the Services or of Service Data. The Customer shall inform us immediately in writing of any receivables, claims or fines asserted or threatened and – at our request – shall defend us against any such assertion.

13. CONFIDENTIALITY

- 13.1 Each of the contractual partners must maintain secrecy concerning the confidential information of the other contractual party and must exercise the same degree of care as that exercised concerning the partner's own operational and business secrets that are similarly important, but at least an appropriate degree of technical and organizational confidentiality measures must be taken; such measures include, among other things, sufficient safeguards against access by unauthorized individuals or misuse. The powers conferred on us by clause 7 shall remain unaffected by the above.
- 13.2 Confidential information comprises all trade and business secrets of the contracting partners as well as all embodied or verbal information and data such as technical or business data (in particular Raw Data and Service Data), evaluations based on such data, development plans, plans for product development and product design, information on hardware, databases, software used or created, source codes and algorithms as well as documents or knowledge that the contracting parties exchange in connection with Schenck ONE use by the Customer and that – to the extent embodied in writing or any other form – are designated as “confidential” or by a similar notation or that are deemed to be confidential in terms of their nature.
- 13.3 If unauthorized access, unauthorized use, unauthorized copying, unauthorized forwarding or other unauthorized action with regard to the Confidential Information of the providing contractual partner takes place within the area of responsibility of the receiving contractual partner or becomes known to the receiving contractual partner, the receiving contractual partner shall immediately notify the providing contractual partner in text form and shall immediately take all necessary measures and assume all costs to remedy the relevant violation.
- 13.4 The obligation to maintain secrecy does not exist for information that
- 13.4.1 before being provided to the receiving party had already been legally known to it without any associated obligation to secrecy;
 - 13.4.2 is or becomes publicly accessible without the receiving party being responsible for such disclosure, provided that confidential information is not considered to be publicly accessible if only portions of it are or become publicly accessible;
 - 13.4.3 is shared with or provided to the receiving contractual party by a third party legally and without an obligation to confidentiality, provided that the third party – as far as the receiving contractual partner is aware – has not violated any confidentiality obligation of its own;
 - 13.4.4 had been developed by the receiving contractual party independently of and not reliant on any confidential information or according to the exceptions regulated in sections 13.4.1 to 13.4.3 or 13.4.6;

- 13.4.5 must be disclosed based on a binding official or judicial order or compulsory statutory regulations, provided that the other contractual partner had been notified of the disclosure in writing; or
 - 13.4.6 had been expressly released by the contractual partner providing the information.
- 13.5 The contracting party invoking an exception must prove that the requirements have been met.

14. WARRANTY, RELEASE

- 14.1 We warrant that the Schenck ONE Services made available to the Customer in return for payment have the agreed quality (clause 8). We assume no guarantee for the safe, uninterrupted or error-free operation of Schenck ONE and/or Schenck ONE Services. Except as explicitly otherwise stated in the Service Description, we accept no liability for the suitability of the Schenck ONE functions for a specific purpose.
- 14.2 In the event of any defects, we shall take the necessary measures to remedy the defects in question within a reasonable period. We shall also be liable only for such defects that already existed when a Schenck ONE Service was legally agreed only if we happen to be at fault.
- 14.3 If a third party asserts claims against the Customer based on the fact that the Schenck ONE Services constitute an infringement of copyright or industrial property rights of the third party for which we are responsible, we shall hold the Customer harmless from all legally enforceable claims for damages and costs, provided that we were immediately notified in writing of the assertion of such a claim and if information is received and appropriate support is provided. Furthermore, it is a prerequisite that we are granted the authority to defend or settle the asserted claim.
- 14.4 Warranty and indemnity claims are excluded
- 14.4.1 for Schenck ONE Services made available to the Customer free of charge, except in the case of fraudulent concealment of a defect by us or our vicarious agents;
 - 14.4.2 in the cases referred to in clause 8.4, unless the Customer can prove that the defect/infringement of rights would have occurred even without the circumstances referred to therein;
 - 14.4.3 insofar as the breach of the Customer's duty to cooperate or the omission of the immediate and detailed notification of a defect was (co-)responsible for any damage or defect and can (no longer) be remedied thereby; the conditions specified in clause 14.3 shall remain unaffected by this.

15. LIABILITY

- 15.1 We shall be liable without limitation in cases of personal injury, fraud and all cases of damage, loss or injury caused with intent or gross negligence by the legal representatives or vicarious agents of Schenck ONE.
- 15.2 In all other respects, we shall only be liable for any breach of a material contractual obligation for which we are responsible. Material contractual obligations are such obligations whose fulfillment enables proper execution of Schenck ONE use in the first place or on whose compliance the Customer may generally rely. The total liability for violation of such an essential contractual obligation is limited in amount to damages which are typically foreseeable at the time the contract is concluded. The upper limit for typically foreseeable damage is the annual remuneration owed for the Schenck ONE Service concerned.
- 15.3 In all other respects, liability on our part for damage caused by negligence, irrespective of the legal basis, is excluded. This also applies to our legal representatives, employees, vicarious agents and subcontractors to whom a transfer of duties took place.
- 15.4 The aforementioned limitations of liability shall not apply in the event that we assume an express warranty or in the event of liability under the Product Liability Act.
- 15.5 Claims for damages against us and our legal representatives, employees, vicarious agents and subcontractors shall generally become statute-barred one year after they have arisen. Cases listed in Clause 15.1 are exceptions to this.

16. TERM, TERMINATION

- 16.1 Unless otherwise agreed, the user relationship has an unlimited duration.
- 16.2 Unless otherwise agreed, subject to the following provisions, the user relationship may be terminated at any time by giving 30 (thirty) working days' notice to the end of the month.
- 16.2.1 The Services used free of charge by the Customer at the time of termination shall automatically end upon termination of the user relationship with Schenck ONE.
- 16.2.2 In the event that one or more contracts for paid Services exist, the Schenck ONE user relationship can be terminated no earlier than at the end of the last minimum term of a Service or at the time of the possible termination option for the Service in question. This also applies if a performance relationship still exists with one or more Schenck ONE Partner(s) concerning Partner Products.
- 16.3 The possibility for us or the Customer to terminate the contract with immediate effect for good cause shall remain unaffected. Good cause shall apply if facts exist, which, taking account of all circumstances and weighing the interests of both parties, make the continuation of the Schenck ONE user relationship or of a

Schenck ONE Service unreasonable or unacceptable for the terminating contractual partner. This is the case in particular

- 16.3.1 in the event of a breach of a material contractual obligation, if the breach thereof was not remedied within a reasonable period in spite of a reprimand in writing; no reprimand or warning is necessary if the basis of trust for the further performance of the contract is already impaired by the first breach of duty to such an extent that it cannot be restored (such as in the case of intentional or grossly negligent breach of trust by the Customer of clause 6);
 - 16.3.2 if the Customer has suspended its business operations or threatens to do so, has filed for or started insolvency proceedings or if foreclosure has been started against the Customer due to its inability to pay;
 - 16.3.3 due to force majeure lasting for more than 2 (two) months.
- 16.4 In the event of extraordinary termination by us, for which the Customer is responsible, we are entitled to an amount of 75% (seventy-five percent) of the remuneration that would have been payable by the Customer for the use of the Schenck ONE Services up to their original residual term (calculated to the earliest possible date of ordinary termination). This shall only apply if the Customer cannot prove that a lower level of loss or damage was caused.
- 16.5 If we are entitled to a right of rescission or termination according to these Terms and Conditions of Use, this shall not affect the remaining statutory rights of termination or rescission as well as all other contractual or statutory claims for damages on our part, in particular due to delay in payment by the Customer.
- 16.6 Ordinary notices of termination are declared to be effective by canceling the Schenck ONE registration if this function is available on Schenck ONE and otherwise by written declaration submitted by the Customer. Extraordinary notices of termination must always be in writing to be legally valid.

17. END

- 17.1 Upon termination of the Schenck ONE user relationship, the Customer's access to Schenck ONE as well as its right to procure Services shall come to an end. All items made available to the Customer for a limited period of time (e.g. hardware or software) shall be returned to us by the Customer within 20 (twenty) days after termination of the user relationship at the latest, without a request being necessary in this regard and/or shall be deleted along with any copies/duplicates still in the Customer's possession.
- 17.2 Within 24 (twenty-four) months after termination of the Schenck ONE user relationship, we will delete all customer-specific data, unless we are legally obliged to store such data for a longer period of time. Only to the extent that the Schenck ONE Services agreed and fully paid for included the storage of data on behalf of the Customer can a surrender of the data collected hereunder be requested in accordance with the agreed Product Description and/or the Product-Specific Conditions.

18. PUBLICATIONS

The confidentiality obligations do not limit our right to name the Customer as a Schenck ONE user (e.g. on websites, at trade fairs, during presentations, etc.). The Customer hereby expressly agrees to the use of its company name and company symbols (above all, trademarks).

19. DECLARATIONS, NOTIFICATIONS

- 19.1 If the text form is intended for declarations or notifications under these Terms and Conditions of Use, these can be declared by email or via the input fields expressly provided to this end on the Schenck ONE platform.
- 19.2 If written form is exceptionally provided for declarations or communications under these Terms and Conditions of Use, such declarations or communications must be signed by an authorized representative of the declaring contractual partner and sent to the other contractual partner by post or facsimile.
- 19.3 Special notifications and declarations to the Customer are to be addressed to the contact data given at the Schenck ONE registration of the Customer or alternatively to the Customer's business address. Notifications and declarations concerning all or a number of customers can also be published on Schenck ONE as customer information.
- 19.4 Declarations to Schenck ONE are to be addressed to:

Schenck RoTec GmbH
Schenck ONE
Landwehrstraße 55
64293 Darmstadt

20. MISCELLANEOUS

- 20.1 Neither of the contractual parties is entitled to transfer its rights or claims from the contractual relationship without the prior written permission of the other contractual partner. Excluded from this is the assignment of rights or claims from us to Schenck ONE Partners in connection with the Partner Products supplied to the Customer by the Schenck ONE Partners.
- 20.2 These Terms and Conditions of Use and the interpretation thereof are subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. The exclusive place of jurisdiction for all disputes concerning rights and obligations under these Terms and Conditions of Use, including their effectiveness, is our registered place of business.
- 20.3 Should any specific provisions of these Terms and Conditions of Use be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Use. The contractual partners will immediately replace the ineffective provision with one that is closest to the legal and economic purpose of the ineffective or unenforceable provision. Until such time, said provision is deemed to be agreed on. The above applies correspondingly for the closing of any loopholes in the contract.