SCHENCK ONE CONNECT TERMS AND CONDITIONS OF USE

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

1.1 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 CONNECT, and govern the provisions and conditions for the use of Schenck ONE CONNECT. Schenck ONE CONNECT includes both the applications installed on the machine and the browser-based applications. The use of Schenck ONE CONNECT is permitted only to the extent contractually agreed in each case. The use of Schenck ONE CONNECT is only possible using cloud-based authentication.

1.2 Our Product-Specific Terms and Conditions apply in supplementation of and take precedence over the provisions of these Terms and Conditions of Use.

1.3 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 CONNECT is aimed exclusively at entrepreneurs (as defined by Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)). The only customers entitled to use Schenck ONE CONNECT are those authorized by us on the basis of these Terms and Conditions of Use ("**Customer(s)**", "**you**").

2.2 Authorization requires registration of the Customer, with the data of a user provided to that end (in particular: first name, last name, email address, company, company address, telephone number), who is the main contact person and who initiates the registration. This contact must be sufficiently qualified, reliable and authorized to conclude corresponding contracts for the Customer. The contact is required to provide full and truthful entries. If the data provided changes after registration, the Customer is obligated to notify us immediately of the relevant changes ("**Change Notice**"). The right granted to the Customer with the authorization to make use of Schenck ONE CONNECT ("**Schenck ONE Access**") is conferred only once per customer and only applies to the Customer's own internal business purposes, cannot be sublicensed and is non-transferable.

2.3 The user interface made accessible by Schenck ONE Access may be used by the Customer's employees who are registered to use it. There is no separate contractual user relationship between us and the users. The access data must not be conveyed or made accessible to any other third parties.

3. RIGHTS OF USE

3.1 We shall provide the Customer with Schenck ONE CONNECT with the agreed availability, function, and condition.

3.2 Except as otherwise stipulated in these Terms and Conditions of Use, the Customer is granted for the duration of the agreed term a simple, non-sublicensable and non-transferable right of use of Schenck ONE CONNECT ("**Service Usage Right**"), which is confined to the Customer's own internal business purposes, as well as the data/information retrievable or transferred as a component of Schenck ONE 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 Schenck ONE CONNECT. The Customer may use the Service Data for an unlimited period of time.

3.3 Schenck ONE CONNECT refers to specific machines ("**Machine License**"), so that the right to service usage applies only to those machines for which Schenck ONE CONNECT is obtained.

3.4 If, within the scope of Schenck ONE CONNECT, the Customer receives other data/information (e.g., information material) from us in addition to the Service Data or has authorized access to such data/information ("**Schenck ONE CONNECT Data**"), the Customer may use it exclusively for their own internal company purposes.

3.5 The Customer is allowed to download, save, copy, duplicate, print, or use content accessible via Schenck ONE CONNECT only if the corresponding option is part of Schenck ONE CONNECT or is otherwise made available separately as a function (e.g., via a download link).

3.6 Without prior express authorization by us, the Customer is prohibited from having Schenck ONE CONNECT contents (including Service Data and Schenck ONE Data, see above) used, used for third parties, offered or made accessible, published or distributed by persons other than the Service Users.

3.7 All rights to Schenck ONE CONNECT, are exclusively ours. 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)).

3.8 In addition to these Terms of Use, additional specific license terms may apply to the use of Schenck ONE CONNECT, including open source license terms and third-party license terms. The Customer undertakes to comply with the relevant license provisions.

4. DATA SECURITY, DATA USE, DATA PROTECTION

4.1 Schenck ONE CONNECT uses the following data collected about the machine during operation ("Raw Data"): vibration signals of the measurement electronics, rotor type data, PLC control signals, information on the machine status and, if needed, other data from the connected machine(s) relevant to fulfillment of the balancing task, about which we will inform the Customer on request.

The following Service Data is generated from this data: imbalance measured values, imbalance correction suggestions and tolerance assessments, each with rotor reference, time stamp, and machine reference.

Additional data shall be used to the extent described in the Product Description.

The Customer is the owner of the data mentioned in Section 4.1.

4.2 We collect, duplicate, process and store Raw Data and Service Data (referred to collectively as "**Data Use**") primarily for the purpose of providing Schenck ONE CONNECT. Any data use beyond this takes place only if described accordingly in the Product-Specific Terms and Conditions and otherwise only after anonymization of the relevant Raw Data and Service Data, in particular for the purpose of improving the services and developing new products.

4.3 We are not obligated to store Raw and Service Data. The Customer will carry out appropriate and regular data security measures, in particular in the form of backups that are available and restorable at all times.

4.4 Schenck ONE CONNECT is based on a professionally protected cloud infrastructure that is regularly audited and certified according to market standards for IT security.

4.5 Except as explicitly otherwise agreed, the Customer receives Service Data exclusively in the form of the displays and evaluations provided.

4.6 The decision as to which Raw Data is collected, processed and stored for the provision of Schenck ONE CONNECT is made solely at our own discretion. Unless explicitly provided as an element of Schenck ONE CONNECT, the Customer is not entitled to the collection, evaluation, or possession of certain Raw Data or Service Data.

4.7 Any access or disclosure of Raw and Service Data concerning individual customers to third parties will be given only to any subcontractors we may use for the provision of Schenck ONE CONNECT.

4.8 The processing of personal data is subject to the provisions of our data protection (privacy) statements, which you can view at https://schenck-rotec.de/datenschutz.html.

5. SERVICE QUALITY AND AVAILABILITY

5.1 The content and properties of Schenck ONE CONNECT as well as the type and scope of the services to be provided by us in this regard are conclusively derived from the Product Description and these Terms and Conditions of Use. Unless otherwise provided, the following shall apply:

5.1.1 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.

5.1.2   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 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. Schenck ONE CONNECT is merely intended as support or an aid and is no substitute for independent analysis and/or a critical assessment by the Customer as to whether and which organizational and technical measures are to be taken regarding the Customer's deployment and operation of machinery 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 Schenck ONE CONNECT are lawful, e.g. with regard to aspects regarding data protection or under labor law. The Customer alone is responsible for deployment of Schenck ONE CONNECT.

5.2   Schenck ONE CONNECT is updated from time to time. The Customer will automatically receive a message regarding the applications installed on the machine and will be prompted to perform the update. For browser-based applications, the update is performed automatically by the system.

5.3   Certain availabilities and service levels apply only if agreed. In addition, we strive to keep interruptions to Schenck ONE CONNECT to a minimum with the level of professionalism that is customary in the market.

5.4   We are not responsible for Schenck ONE CONNECT availability issues or malfunctions that

5.4.1   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 us);

5.4.2   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;

5.4.3 were caused by the use of Schenck ONE CONNECT by the Customer after we had instructed the Customer to change the use of Schenck ONE CONNECT and the Customer did not change the use as instructed;

5.4.4 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 Schenck ONE CONNECT or that are otherwise caused by the Customer's non-compliance with appropriate security procedures;

5.4.5 were caused by the Customer's failure to comply with the required configurations or due to a use of Schenck ONE CONNECT that is incompatible with the features and functions of Schenck ONE CONNECT (e.g., attempts to perform unsupported processes) or does not correspond to the guidance published by us for assistance.

5.5 If the Customer is more than four (4) weeks in arrears with the payment of a due remuneration, we are entitled to block access to Schenck ONE CONNECT after prior warning with an appropriate deadline and expiry of the deadline. Our claim to remuneration shall remain unaffected. Access to Schenck ONE CONNECT will be reactivated immediately after payment of the arrears. The right to block access also exists as a less severe measure if we are entitled to special termination rights.

6. SUPPORT

The Schenck Helpdesk is available to the Customer in case of technical problems and questions regarding the use of Schenck ONE CONNECT.

7. RESPONSIBILITY AND DUTIES OF COOPERATION FOR THE CUSTOMER

7.1 The Customer is responsible for ensuring that the system requirements applicable to Schenck ONE CONNECT are met in the Customer's operating environment. In particular, the Customer is responsible for:

7.1.1 ensuring the use of the latest versions of Schenck ONE CONNECT;

7.1.2 an adequately efficient and uninterrupted Internet connection and the corresponding connection of their machinery;

7.1.3 creating the necessary conditions for equipping older-generation machines and systems with components that make them compatible with the provision of Schenck ONE Services.

7.2 The Customer must take the actions required to protect and secure the Service Data that we may provide to them and the contractual elements given to them and their 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.

7.3 If unauthorized access, unauthorized use, unauthorized copying, unauthorized forwarding or other unauthorized actions in connection with Schenck ONE CONNECT occur, then the Customer shall notify us immediately in text form as per

Section 126b BGB and shall take all necessary measures without delay and assume all costs to remedy the violation.

7.4 The Customer is solely responsible for the contractually and legally compliant use of Schenck ONE CONNECT made available to them within their 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 are fulfilled and that no rights of third parties (in particular to machines) or legal provisions are violated.

7.5 Insofar as Schenck ONE CONNECT displays recommendations to the Customer regarding machine settings, the Customer shall nevertheless continue to bear the responsibility for operating, controlling, monitoring and servicing their machines. 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 Schenck ONE CONNECT makes automatic adjustments to the machine settings and configurations, which the Customer can overwrite or modify at any time.

8. CUSTOMER VIOLATIONS OF OBLIGATIONS

8.1 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, a violation of their duties of cooperation or duties relating to data or a breach of confidentiality – or if the Customer delays payment or breaks the law, we shall be entitled to discontinue the provision of Schenck ONE CONNECT 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.

8.2 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, their employees, vicarious agents and/or affiliated companies in connection with the exercise or non-exercise of the Customer's duties of cooperation, the Service Usage Right being exceeded or the unauthorized or unlawful use of Schenck ONE CONNECT or of Service Data. The Customer shall immediately inform us in writing of any claims, demands, or fines asserted or threatened in this respect and shall,

at our request, defend us against any fines and against the respective assertion.

9. WARRANTY, RELEASE

9.1 We warrant that Schenck ONE CONNECT has the agreed quality. We are not obligated to provide any additional level of quality. We assume no guarantee for the safe, uninterrupted or error-free operation of Schenck ONE CONNECT. We assume no guarantee to the suitability of the Schenck ONE CONNECT functions for any particular purpose.

9.2 In the event of any defects, we shall take the necessary measures to remedy the defects in question within a reasonable period. Liability without fault for defects

existing at the time of conclusion of the contract is excluded.

9.3 If a third party asserts claims against the Customer based on the fact that Schenck ONE CONNECT constitutes 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.

9.4 Warranty and indemnity claims are excluded

    9.4.1 in the cases referred to in Clause 5.4, unless the Customer can prove that the defect/infringement of rights would have occurred even without the circumstances referred to therein;

    9.4.2 insofar as the breach of the Customer's duty to cooperate or the omission of the immediate and detailed notification in text form (as per Section 126b BGB) of a defect was (co-)responsible for any damage or defect and cannot (or can no longer) be remedied thereby; the conditions specified in Clause 9.3 shall remain unaffected by this.

10. LIABILTY

10.1 Our liability is limited in all cases of contractual and non-contractual liability for damages or reimbursement of expenses as follows:

    10.1.1. We shall be liable without limitation for intentional damage, gross negligence, fraudulent concealment of a defect and for culpably caused personal injury in accordance with the statutory provisions.

    10.1.2 We shall also be liable in the event of a warranty promise, but only in accordance with the respective warranty conditions.

    10.1.3 In the event of liability under the Product Liability Act (Produkthaftungsgesetz - (ProdHaftG)), we shall be liable in accordance with the statutory provisions.

    10.1.4 In the event of ordinary negligence, we shall only be liable for the breach of essential contractual obligations and limited to damages that are typically foreseeable. "Essential Contractual Obligations" are such obligations whose fulfillment make the correct execution of the contract possible in the first place, and on whose fulfillment the contracting parties regularly rely and may rely. In all other respects, liability for ordinary negligence (notwithstanding Clause 10.1.1 to Clause 10.1.3) shall be excluded.

10.2 Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, and vicarious agents.

10.3 We are only liable for the loss and recovery of data if the Customer's appropriate data security measures could not have prevented the loss. The Customer must provide proof of these regularly executed data security measures. The liability for data losses or damage caused by us is limited to the extent of the work that would have been required if proper data security measures had been taken by the Customer to restore the data from the secured data material.

10.4 Liability without fault for defects existing at the time of conclusion of the contract

pursuant to Section 536a para. 1 first alternative of the BGB is excluded.

11. LIMITATION OF ACTION

11.1   Claims of the Customer, irrespective of the legal grounds, which are subject to the regular period of limitation pursuant to Section 195 BGB or a shorter statutory period of limitation shall become statute-barred after 12 months. The statutory provisions upon commencement of the period of limitation shall remain unaffected.

11.2   The limitation period pursuant to Clause 11.1 shall not apply to claims pursuant to Clause 10.1.1 and Clause 10.1.3. In this respect, the statutory periods shall apply.

12. TERM, TERMINATION

12.1   The use relationship exists for the agreed duration of the term.

12.2.   The contract shall be automatically renewed for an additional year in each case unless the Customer gives notice of termination no later than 4 (four) weeks before the expiry of the respective term. Notice may be submitted at sales1.rotec@schenck.net.

12.3   The possibility for us or the Customer to terminate the contract with immediate effect for good cause shall remain unaffected.

12.4   Upon expiration of the term, Schenck ONE CONNECT access shall end; Service Data shall no longer be accessible and shall be deleted.

12.5   At the end of the term or any other termination of the contract, the contractually granted authorization to use Schenck ONE CONNECT shall end, i.e., the applications running on both the machine and the browser-based applications can no longer be used. This also has the consequence that all software preinstalled on a machine is no longer usable, insofar as the Customer has not acquired an authorization of use from us otherwise.

13. DECLARATIONS, NOTIFICATIONS

13.1 If declarations or notifications under these Terms of Use are to be made in text form (as per Section 126b BGB), they may be made by email.

13.2 The electronic signature using a trust service provider (e.g. DocuSign) shall be sufficient for compliance with the written form (as per Section 126 BGB).

14. OTHER

14.1 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.

14.2 These Terms and Conditions of Use and their interpretation are subject to the law 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.

14.3 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.