

General Terms & Conditions for Hennecke Cloud Services (GTCHCS)

(April 2023)

1 General, scope of application

- 1.1 These Terms & Conditions apply to the relationship between Hennecke GmbH, Birlinghovener Straße 30, D-53757 Sankt Augustin, Germany (hereafter referred to as "Hennecke" or "Supplier") and the customer ("User" or "Customer") and regulate access to and use of the Hennecke Cloud Services ("HCS" or "Platform"), made available via the User HMI or via the User dashboard provided by the Supplier at <https://diswlogin.siemens.com/>.
- 1.2 All orders and agreements shall only be legally binding if signed by Hennecke in writing and shall only be binding to the extent specified in the written contractual Agreement (Licensing Agreement).
- 1.3 Hennecke does not recognize any amendments and supplements to these General Terms and Conditions by the Customer, nor any existing or supplementary conditions - in particular the Customer's Terms and Conditions - unless expressly confirmed in writing by Hennecke.
- 1.4 Deviating or contradictory general terms and conditions of the User shall not become part of the Licensing Agreement unless the Supplier expressly agrees to their validity.
- 1.5 Hennecke reserves the right to change and revise these General Terms & Conditions at any time, and shall publish all changes on the Platform. In this case the User will receive notification of the changes and revisions by email. The User is deemed to have agreed to the changes if it does not object to the changes in writing within six weeks after receiving the notification. In the notification we will make a separate reference to this deadline and the legal consequences of any objection.
- 1.6 The regulations and provisions of an individual written agreement (including annexes) between Hennecke and the Customer shall prevail over these General Terms and Conditions in case of contradictions and ambiguities.

2 Services

- 2.1 Via the HCS the Supplier provides the opportunity to save, evaluate and analyze the machine data made available by the User. To be able to use all the platform functions, the User must maintain the connection between its machine and the IoT gateway, as described in the respective documentation.
- 2.2 The Supplier provides the HCS using the Siemens "Platform as a Service (PaaS)" "MindSphere". Siemens Industry Software GmbH, Am Kabellager 9, 51063 Cologne, Germany, (hereafter "Siemens") acts here as a subcontractor to the Supplier.
- 2.3 Services that are not explicitly covered by the Agreements' descriptions of services shall be agreed separately. In this regard, the hourly rates stated in the Agreements shall apply.

3 Access to the platform

- 3.1 The Supplier provides the User with password-protected access to the Platform.
- 3.2 The access data consist of the email address provided by the User at the time of registration and a personal user password.

- 3.3 The User is responsible for keeping its password and account information secret, and bears responsibility for all activities taking place in this context. The Supplier shall not be liable for any loss or damage resulting from the User's failure to ensure the security of its account and password. The user shall inform the supplier immediately if there is suspected misuse of the access data.
- 3.4 The access rights are limited to the registered User. The scope of the permissible use is governed by the Licensing Agreement.
- 3.5 The Supplier reserves the right to block access to the platform if there are indications that the User's end devices or type of use are jeopardizing the platform's functionality and security.

4 Required hardware and software

- 4.1 The user is responsible for establishing and maintaining the technical conditions required for collecting process data/machine data and using the platform. In particular the User shall ensure that its metering machine is connected to the IoT gateway and the Internet. Further details about this can be found in the respective machine documentation.
- 4.2 The Supplier strives to keep the platform up to date at all times so as to provide the User with the best possible user experience. To this end, the platform is subject to continuous technical development.
- 4.3 The user is obligated to use appropriate and up-to-date software at all times to protect against computer viruses and other malware when accessing and using the platform.

5 Scope of services and availability

- 5.1 The scope of services and its limitations are taken from the product description, Annex 1 to the Licensing Agreement. This describes the nature of the product, but is not associated with any assurance of its properties; the same applies to descriptions in the Supplier's advertising materials, news services on the platform and similar documents.
- 5.2 The Supplier intends to reach at least 99% availability of the platform per month. This excludes periods of unavailability due to maintenance work carried out by the Supplier or its subcontractors that is reasonable in duration, planned and announced in advance. Periods of unavailability due to urgent, unscheduled maintenance works by the Supplier or its subcontractors shall also be excluded, unless such work is based on a wilful or grossly negligent breach of duty by the Supplier or on a breach of cardinal obligations. Also excluded are periods of unavailability due to Internet disruptions or other circumstances beyond the Supplier's control, in particular force majeure.
- 5.3 The Supplier strives to keep the platform content up to date at all times. No guarantee can however be given for the completeness and correctness of the content.
- 5.4 The Supplier does not guarantee and is not responsible for the following: (i) the continuity of the Platform content and messaging services; (ii) the absence of errors in said content and messaging services; (iii) the absence of viruses and/or other harmful components on the Platform or on the server providing it; (iv) the inviolability of the Platform and/or the impossibility of circumventing the security measures taken there; (v) the lack of usefulness or performance of the Platform content; and (vi) any damage or harm caused to oneself or to third parties by violating the conditions, rules and instructions stipulated by the Supplier on the Platform.

- 5.5 If the User learns of any inadmissible, illegal or unlawful content or any content that may infringe the rights of third parties, the User must notify the Supplier immediately so that the Supplier may take appropriate measures.
- 5.6 The Supplier is not responsible for the accuracy, completeness or update of the information published on the platform from external sources, and is not liable for any damages that may arise from the use of such information.
- 5.7 The Supplier will use the Platform for advertising its own products without collecting, processing or otherwise using the User's data. Should the Supplier nevertheless decide to use the User's contact details (User profile and/or email) to carry out direct or indirect promotional activities, the Supplier will do so in compliance with the legal provisions of the applicable data protection laws.

6 Prices and terms of payment

- 6.1 The prices and the terms of payment for a subscription are governed by the individual Agreement. The agreed prices are fixed prices. All prices are exclusive of VAT.
- 6.2 The prices stated in the Agreement remain binding within the subscription period chosen by the customer.
- 6.3 The Supplier is entitled, as its reasonable discretion, to alter the price for the HCS from time to time in order to reflect the effects of changes in the total costs associated with the HCS. Examples of costs elements effecting the price of our subscription offerings are production and licensing costs, costs for the technical provision and preparation of the HCS, customer service and other sales costs (e.g invoicing and payment, marketing), general administration and other overheads (e.g rent, interest and other financial costs, costs for staff, service providers and services, IT systems, energy) as well as state-imposed fees, contributions, taxes and levies.
- 6.4 The current price list may be requested from the Supplier.
- 6.5 Price changes from the published price list as of the last possible ordinary termination date of a subscription period shall become effective for the subsequent extended subscription period to the HCS.
- 6.6 If no terms of payment are stipulated in the individual Agreement, the invoice amount is due within 14 days following receipt of the invoice, net, but not before the access data is provided. Invoicing takes place at the beginning of the chargeable subscription period.
- 6.7 Invoicing takes place on a annual basis for an (extended) subscription period of 12 months in advance.
- 6.8 Payments do not imply any acceptance of conditions, prices or properties of the object of supply.

7 Start of the subscription period

- 7.1 The subscription period begins when the access data is provided.
- 7.2 The Supplier intends to make the access data available to the Customer within 20 working days after concluding the HCS Licensing Agreement.

8 Support

- 8.1 The support for Hennecke Cloud Services is provided exclusively by telephone and remote service.
- 8.2 During the subscription period the Supplier ensures the availability of the Cloud Service Support during its usual business hours (Mo-Fr 8am - 4pm, excluding public holidays).
- 8.3 The processing of incoming support tickets during business hours starts generally on the same day.
- 8.4 A support ticket can be submitted via the website <https://service.hennecke-group.com/contact>.
- 8.5 The Customer shall ensure that while maintenance work is performed, qualified contact persons and in particular the Customer's operating personnel and technicians, will be available for cooperation if and as required.
- 8.6 The Customer shall, at its own expense, assist the Supplier's personnel in carrying out the support activities.
- 8.7 The machine must be fitted with a Hennecke Remote Service router and an IoT gateway for the support works to be carried out by remote service. In addition, the machine must be connected to the Internet.
- 8.8 The telephone and remote service for Hennecke Cloud Services is free of charge for up to two hours per year for an existing licensing agreement. Should the yearly support provided for Hennecke Cloud Services exceed the free of charge volume, the telephone and remote service will incur costs. The costs will be charged for each commenced hour of telephone or remote service, plus the preparation and post-processing expenses, and statutory taxes, in accordance with the Supplier's current service and installation conditions.

9 Customer obligations

- 9.1 The customer shall cooperate as necessary and at no charge in the fulfillment of the order, by providing for example employees to the extent foreseeably required, work rooms, hardware and software, data and telecommunications equipment.
- 9.2 The Customer is obligated to take the appropriate precautions to prevent unauthorized third party access to the protected areas of HCS. For this purpose, the Customer shall, as far as necessary, instruct its employees on copyright compliance.
- 9.3 The content stored by the Customer in its designated storage space may be protected by copyright and data protection laws. The Customer hereby grants the Supplier the right to make the content stored on the HCS available to the Customer via the Internet when requested, and in particular, to reproduce and transmit the content and be able to reproduce the content for data backup purposes.
- 9.4 If the Customer fails to comply with its obligation to cooperate, Hennecke shall either be released from providing its services until the Customer has set up the required conditions, or Hennecke shall be entitled to charge the Customer on a time and material basis for the additional costs incurred as a result of its failure to create the required conditions.
- 9.5 The Customer agrees that it will comply at all times with the applicable law and Siemens' Acceptable Use Policy, which can be retrieved from <https://www.siemens.com/sw-terms/aup>.

10 Confidentiality

- 10.1 The contents of the platform, including illustrations and texts, regardless of their format, programming language and form of presentation, are the property of the Supplier, or the corresponding rights have been acquired from their owners and are protected by intellectual property laws.
- 10.2 The Parties undertake to treat as confidential all confidential information and trade secrets of the other Party acquired in connection with executing the Agreement and expressly marked as confidential or proprietary or which, based on the circumstances of their disclosure or their nature, must be assumed to be confidential or proprietary ("Confidential Information"). Hennecke's (or a licensor such as Siemens') Confidential Information includes in particular:
- expertise, processing methods, system designs embedded in the Siemens MindSphere,
 - discoveries, inventions, technologies, concepts, designs, flow diagrams, documentation, product specifications, as well as technologies and processes related to Siemens,
 - information about customers and business partners, information about third-party software in use,
 - contractual conditions between Hennecke and the Customer.
- 10.3 The Parties shall treat all Confidential Information of the other Party as confidential, and the Recipient shall be entitled to disclose confidential information to employees and third parties insofar as is required to use the rights and fulfill the obligations of the Agreement. The parties shall also ensure that all employees and third parties to whom confidential information is disclosed for the purpose of fulfilling the Agreement enter into the same or similar confidentiality obligations.
- 10.4 The aforementioned obligations do not apply to information for which the receiving party ("Recipient") can demonstrate that the information a) was publicly available at the time of disclosure to the Recipient, and the Recipient or any of its employees or agents had not acted or had failed to act in a way that violated this Agreement; or (b) was in the possession of or known to the Recipient prior to receipt from the disclosing party; or c) was disclosed to the Recipient by a duly authorized third party; or (d) was independently developed by the Recipient without reference to the disclosing party's information.
- 10.5 Furthermore, the Customer undertakes to keep secret from third parties all confidential information relating to the subject matter of the Agreement, in particular development documentation, as well as the content of the Agreement concluded with the Customer. Employees etc. with access to the subjects of the Agreement shall be instructed in writing about the copyright and duty of confidentiality with regards to Hennecke, and obligated to comply. The Customer shall keep the subjects of the Agreement safe in order to prevent misuse.
- 10.6 The order, its implementation and any claims arising therefrom shall be governed exclusively by German law, excluding the conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.
- 10.7 Cologne, Germany is the exclusive place of jurisdiction for any disputes.

11 Final provisions

- 11.1 No right hereunder may be transferred to third parties without the case-by-case approval of the respective other party.
- 11.2 The invalidity of individual provisions of this Agreement shall not affect the validity of the remaining provisions and the existence of the agreement. The invalid provision shall be

replaced by a valid provision which comes as close as possible in its economic effects to the provision to be replaced. The same applies to filling any loopholes in the Agreement.

11.3 No additional verbal agreements have been made. Amendments, supplements and additions to this Agreement shall only be valid if agreed in writing between the contracting parties. This also applies to the amendment of this contractual provision.

11.4 The Customer's general terms and conditions are not applicable, even if they have not been expressly contradicted.

11.5 The place of performance for the remote service is the location of the machinery to be maintained. For any other contractual obligations, the place of performance shall be the registered seat of Hennecke, unless otherwise specified, or another place of performance resulting from the nature of the obligation.

11.6 German law shall apply to these General Terms & Conditions, subject to exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

11.7 Cologne, Germany is the exclusive place of jurisdiction for any disputes arising from these General Terms & Conditions.

12 Written form / electronic process

Amendments and supplements to the Agreement as well as all declarations of intent relevant to the Agreement and declarations on the exercise of other rights in this respect, in particular notices of termination, reminders or deadline setting, must be made in writing. The requirement for the written form may also be met through the exchange of correspondence or with electronically transmitted signatures (fax, transmission of scanned signatures by email).