

These terms and conditions apply in addition to Gehring's general terms and conditions, which can be accessed at <https://core.gehring-group.com/Terms>.

By registering with CORE, the User has declared his or her agreement with the following terms and conditions.

These terms and conditions apply only in relation to companies and governmental legal entities. The User's general terms and conditions shall not apply. They only become part of the contract if Gehring has agreed to them in writing.

## § 1 Specifications, product characteristics

„CORE“ is the industry 4.0 solution from Gehring. The platform is used to retrieve, process and analyze various sensor data, data on the operational status and the availability and productivity of various machines in real time. The data is stored in a cloud. The visualization is carried out in a browser-based front end, which can be accessed globally. The **Microsoft Azure Cloud** serves as the system provider.

When a license is purchased on the CORE platform, a contract for the use of the functions of the CORE platform is concluded between the User and Gehring. Within the scope of this use, data is continuously collected on the machine and transmitted to the CORE cloud in real time. The system is protected by updated security mechanisms.

Gehring is exclusively responsible for the initial registration of new User groups and data backup. This includes regular backups based on the applicable technical standards, see below under § 6 of these terms and conditions.

## § 2 Registration requirements

Gehring provides the User with a registered account with access to the CORE platform.

This account enables the User to generate further accounts subject to a fee.

## § 3 Granting rights of use

Gehring grants the User a limited, revocable, non-exclusive and non-transferable right of use (license) to the services and content of CORE. The right of use applies worldwide. One license is provided per User.

The User does not receive CORE-specific documentations with the licenses.

The User is prohibited from duplicating data and/or making backup copies. § 11 of these terms and conditions applies in addition.

One license is issued per User. In order to view and analyze updated, machine generated data on the PC, a User account requires a machine account.

The User account can run at different times than the separate machine account.

## § 4 Duration, extension, termination

Each User account has a system availability of at least 3 years in connection with the purchase of a license.

In the event of a breach of contract by the User, Gehring is entitled to terminate the contract with immediate effect. In addition, both parties have the right to extraordinary termination for good cause.

After the end of the contractual term, the contractually agreed functionality is deactivated.

## § 5 User fee / price change clause

The use of the software-based platform CORE is subject to a fee.

The User agrees to the updated price list available on the platform.

## § 6 Scope of data backup / data security

Gehring undertakes to observe the rules of data protection and data security within its sphere of influence. This also applies to Gehring employees involved in the CORE project.

All incoming data is mirrored (also in the cloud). All databases are backed up at least weekly.

After termination of the contract, the data that the User has deposited with CORE can be deleted at the User's written request. Upon written request, the User shall also receive comprehensive information about the data stored up to that point.

Gehring secures the data provided in the cloud and creates backups.

The transfer of data, data processing and visualization is carried out with certified security mechanisms. User-related data is only processed anonymously. The data transfer from the machine to the cloud is carried out via SSL. Data processing in the cloud is also carried out using SSL encryption (Microsoft standard). There is no possibility to change the data on the machine from outside. These functions are not available. Communication with the Microsoft Azure Cloud is initiated by the machine as a push operation.

Gehring expressly points out that only a very limited number of employees are granted access to the User's data. All user-related data is processed completely anonymously, so that a high-level protection of the User's data is achieved.

## § 7 Availability

The availability of the Gehring servers and the data paths up to the transfer point to the Internet is at least 95 % on annual average.

## § 8 Performance and Access exclusions

The Service Level Agreement and all applicable Service Levels do not apply to performance or availability issues:

- due to factors beyond Gehring's control (natural disasters, wars, terrorist attacks, riots, pandemics or government measures) This also includes availability problems or a complete failure of the Microsoft Azure Cloud;
- caused by actions or services, hardware or software of the User or of third parties
- caused by the use of a service by the User after the User has been instructed to change the use of a service and the user has not changed this use as instructed
- during pre-release or test services (as defined by Gehring) caused by an unauthorized act or omission by the User or its representative, employee or any other person who has gained access to Gehring's network using the User's passwords or devices;
- caused by the User's failure to maintain required configurations, use supported platforms, and follow acceptable use policies
- for licenses that were reserved but not paid for at the time of the incident.

## § 9 Limitation of liability

If Gehring or one of its vicarious agents breaches a material contractual obligation (cardinal obligation) in a way that endangers the purpose of the contract, liability is limited to the typical damage that Gehring could reasonably foresee when the contract was concluded, unless the breach of obligation is intentional or grossly negligent. This limitation does not apply in the event of injury to life, body and/or health and in the event of liability under the German Product Liability Act (Produkthaftungsgesetz - ProdHaftG) or within the scope of application of the German Telecommunications Act (TKG/ Telekommunikationsgesetz).

As per March 2022

The User is aware that errors can occur even with careful software development and maintenance, so Gehring cannot guarantee that all objectives will be fully achieved. Gehring is not liable for defects and disruptions for which Gehring is not responsible. This applies in particular to security deficiencies and operational failures on the part of the Infrastructure Provider or availability or other disruptions or failures on the part of the Infrastructure Provider.

In addition, liability and warranty do not cover defects and faults for which Gehring is not responsible, such as force majeure, improper handling, excessive strain, unsuitable software or hardware components or extreme environmental influences. This also includes interventions by the User or interventions by e.g. viruses which occur despite the necessary up-to-date security measures.

Gehring is expressly not liable for negative effects that other programs on the User's computers have on the use of the Cloud.

Gehring expressly draws the User's attention to the fact that data protection and data security for data transmissions in open networks such as the Internet cannot be guaranteed at the current state of technology.

Gehring assumes no liability whatsoever if the user violates his or her data protection and confidentiality obligations towards third parties while using **CORE**.

#### **§ 10 Changes / Termination of CORE**

Gehring may change the IT environment used to provide **CORE**, provided that the functionality or security function of **CORE** is not affected by the change. If changes are made that alter the way personal data is processed, the user can terminate the contract within 30 days of receiving notification of the change. Other changes to the service description only become effective by mutual agreement to amend the contract.

Gehring reserves the right to terminate **CORE**, both temporarily and permanently, but at the earliest three years after the respective license has been purchased. If necessary, Gehring will publish a notice to this effect on the website and/or send an e-mail to the main e-mail address associated with the User account to inform the User of any significant changes to **CORE**. The User is responsible for checking the service e-mail address or main e-mail address registered with Gehring with regard to such notifications. The User agrees that Gehring is not liable to him or her or to third parties for changes or the termination of **CORE**. If the User has paid for the use of **CORE** and Gehring terminates the service or substantially downgrades its functionality, the fees already paid will be refunded proportionately.

By purchasing a license, the User receives the assurance that the system will be maintained for the contractually agreed license period.

After the end of the license period, the contractually agreed functionality is deactivated.

#### **§ 11 Rights to data**

The User grants Gehring the worldwide, simple, transferable, sub-licensable and free right to use User data and the data from the machines exclusively and to the extent necessary for the purpose of providing the Cloud Service and the associated support, as well as for checking Gehring's compliance with the provisions of this agreement. The User is not allowed to reproduce this data or make backup copies.

#### **§ 12 Termination of contract**

The User's data belongs to the User and it is important that the User can access this data. Should Gehring discontinue its service on **CORE**, the User will be appropriately informed of this in advance and, if desired, will be given the opportunity to export his or her data from the service.

Upon termination of the contract, Gehring is entitled to use the User's already anonymized, non-personal data in accordance with the applicable data protection regulations.

#### **§ 13 Applicable law / Place of jurisdiction**

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The place of performance and place of jurisdiction for all disputes arising from and in connection with this contract is Gehring's headquarters in Ostfildern, Germany. However, Gehring is also entitled to take legal action at the User's registered office.

#### **§ 14 Severability clause**

Changes and amendments to these terms and conditions must be made in writing. This also applies to the change of this clause.

Should individual provisions of these terms and conditions be or become invalid in whole or in part, the validity of the terms and conditions shall not be affected. The invalid provision shall be replaced by a provision that most closely resembles the purpose of these terms and conditions. The same applies in case of unintentional loopholes.

Ostfildern, March 2022