

Connect IoT Solutions: Terms & Conditions

(Edition: 05/2024)

These Connect IoT Solutions Terms and Conditions supplement the Schenck Process LLC Standard Terms and Conditions which govern any Connect IoT Solutions Purchase Order.

A. General Provisions

I. Scope & Order of Precedence

1. The Connect IoT Solutions platform is operated by Schenck Process LLC, 7901 NW 107th Terrace, Kansas City, Missouri ("**Schenck Process**"). These Connect IoT Solutions Terms & Conditions ("**Terms**") apply to Connect IoT Solutions related contracts concluded between Schenck Process and the Customer ("**Customer**").
2. In the event of conflicts, the provisions in a Connect IoT Solutions Quotation ("**Quote**") take precedence and prevail over the provisions in these Terms, and these Terms prevail over the Schenck Process Standard Terms and Conditions.

II. Use of Connect IoT Solutions Products and Services

1. In order to use Connect IoT Solutions, the Customer must subscribe. An agreement is concluded if the Customer's Purchase Order is accepted by Schenck Process via Order Confirmation. Schenck Process reserves the right to reject the subscription of a Customer if there is reason to assume that they will not act in accordance with the agreement or with applicable statutory regulations.
2. The Connect IoT Solutions platform and software is available for use in English language only. All agreements between Schenck Process and the Customer on the Connect IoT Solutions are concluded in English language.

III. Grant of Usage Rights for Connect IoT Solutions

1. The Customer shall be granted a perpetual, non-exclusive, non-transferable, worldwide right to use the software embedded in the Connect IoT Solution and the related documentation. It is not permitted to sub-license the software. The customer receives a software parts list.

To the extent that the embedded software contains separate open-source software (OSS) components that are clearly distinguishable from the proprietary software components, the applicable open-source license conditions apply exclusively to these OSS components.

IV. Customer Obligations

1. The Customer is obligated to provide truthful information when subscribing for Connect IoT Solutions and to notify Schenck Process without undue delay about all changes to the information requested in the course of the subscription. Login data (including passwords) must be protected by the Customer against disclosure to third parties and in such an event must be replaced with other login data (in particular new and safe passwords) without undue delay. The Customer shall ensure that use only occurs to the contractually agreed extent. Schenck Process shall be notified immediately of any unauthorized access.
2. Customer is obligated to comply with applicable laws and to consider the rights of third parties when using the Connect IoT Solutions. In particular, the Customer may not:
 - a. use offensive or defamatory content, irrespective of whether such content refers to;
 - b. use pornographic, violating, abusive or immoral content or content that violates youth protection laws or promote, offer and/or distribute pornographic, violating, abusive or immoral products or services or products or services that violate youth protection laws;
 - c. unreasonably harass other users;
 - d. conduct or encourage actions that violate competition laws;
 - e. publish or distribute any kind of malware, including viruses and spyware or any other form of program code.
3. The Customer is solely responsible for the accuracy, content and legality of all Customer data. Customer represents and warrants to Schenck Process that the Customer has all necessary rights,

consents and permissions to collect, share and use all Customer data and that no Customer data will violate or infringe any third party intellectual property, publicity, privacy or other rights.

4. The Customer shall not use the Connect IoT Solutions to collect, store, process or transmit any sensitive personal information, e.g. sensitive data in the meaning of Art. 9 GDPR or other applicable data protection provisions.
5. The Customer shall take adequate measures to avert and reduce damages. In particular, the Customer must regularly create backup copies of data processed via the Connect IoT Solutions. Non-compliance with these obligations is deemed as contributory negligence. Further obligations may apply as described in other supplied product documentation.

V. Warranties

1. Connect IoT Solutions are primarily not intended to replace the appropriate evaluation and maintenance of the machines / equipment of the Customer or a third party. The Customer shall take adequate measures to confirm and/or validate the data shown on the Connect IoT Solution before conducting or omitting maintenance and repair.
2. Connect IoT Solutions are provided "as is" and without any representation or warranty, express or implied, including, without limitation, as to the reliability, accuracy, functionality, completeness, up-time, security, timeliness, and/or performance including but not limited with respect to any remote monitoring and/or any related software, hardware, technology, data, transmission, network, and application, unless otherwise stated in the Quote.

VI. Intellectual Property Rights / Feedback

1. Unless otherwise stated in these terms and conditions Schenck Process and/or its licensors own all legal right, title and interest in and to Connect IoT Solutions, and any software made available to the Customer or any other third party as a part of and/or in connection with Connect IoT Solutions ("**Software**"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. The Connect IoT Solutions and the Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Neither the Customer nor any third party shall obtain any express or implied rights in or to any part of Connect IoT Solutions.
2. In the event the Customer, in connection with the Connect IoT Solutions, communicates to Schenck Process suggestions for improvements relating to the Connect IoT Solutions, Schenck Process shall be entitled to use such feedback in its discretion and without restriction.

VII. Term and Termination

1. The agreement on the use of the Connect IoT Solutions, generally have an initial term of 1 (one) year, calculated from the coming into force of the agreement ("**Initial Term**") if not agreed otherwise in the Quote.
2. On expiration of the Initial Term, the respective agreement shall automatically renew for additional period(s) ("**Renewal Term**") for the same duration as the Initial Term, unless a party provides the other Party with notice of non-renewal at least 3 (three) months prior to the expiration of the Initial Term or the Renewal Term, as applicable.
3. Either Party may terminate the agreement for cause upon 30 (thirty) days' prior written notice if the other Party is in material breach of the agreement and the material breach remains uncured at the expiration of the 30 (thirty) day period.
4. Schenck Process reserves the right to temporarily or permanently block and/or revoke access in case of violations of these Terms in accordance with the applicable laws. This applies in particular if the Customer provides wrong information at registration.
5. Technical Data stored within the Connect IoT Solutions Service will be stored as long as the Customer has an active subscription. Schenck Process shall unrecoverably delete all Customer data remaining on its servers 1 (one) month after termination of the contractual relationship unless otherwise stated by the applicable laws. There is no right of retention or lien on the data in favor of Schenck Process. After termination of the contract Schenck

Process will make it possible for the customer to retransfer or secure the data before it is deleted.

VIII. Availability

1. Schenck Process reserves the right to temporarily or permanently deactivate access to the Connect IoT Solutions for security reasons (e.g. in the event of gaps in security) or other important reasons.
2. The provision and use of the Connect IoT Solutions may be subject to restrictions with regard to the current state of the art beyond the scope of Schenck Process' control. This relates in particular to the availability of the data connections provided by carriers, the network and Internet access. In individual cases, the non-availability of the network can lead to the Connect IoT Solutions not being available as the necessary data transfer cannot occur. In addition, short-term capacity bottlenecks can arise from peak loads on the Connect IoT Solutions, wireless and fixed networks and on the Internet.
3. Disruptions can also arise due to force majeure, including strikes, lockouts and official orders, and on account of technical and other measures (e.g. repairs, maintenance, software updates, and extensions) necessary on Schenck Process' systems or those of downstream or upstream providers, content providers and network operators, which are necessary for the proper or improved performance of the Connect IoT Solutions.

IX. Access to Customer's Data in the Cloud Services Environment/ Confidentiality

1. Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer's data as provided or made available to Schenck Process ("**Customer Data**"). Customer hereby grants to Schenck Process a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Connect IoT Solutions and all related functions to the Customer.
2. Schenck Process is using a third-party infrastructure to provide the Connect IoT Solutions. The Customer authorizes Schenck Process to access the Customer's machine data with such infrastructure for the purposes described in these Terms.
3. The contracting parties agree that these terms and conditions should be read in conjunction with the Company's (1) [Connect IoT Solutions U.S. Privacy Policy](#) and (2) [Connect IoT Solutions U.S. Privacy Disclosure](#).
4. The customer shall comply with the applicable provisions of data protection law when using the Connect IoT Solution and all Connect IoT Solutions related Services. In this respect, Schenck Process is not the responsible party within the meaning of Art. 4 No. 7 GDPR.
5. Schenck Process will not access or use the Customer Data except that the Customer agrees on support of Schenck Process or orders a data related service or Customer Data is anonymized (no correspondence to a machine, the Customer or a location). Anonymized data can freely be used by Schenck Process and is then in the ownership of Schenck Process. There is no claim by the Customer to works generated by this data.
6. Notwithstanding anything to the contrary herein, Schenck Process may obtain and aggregate technical data about the Customer's use of the Connect IoT Solutions that is non-personally identifiable with respect to the Customer, and Schenck Process may use the data to analyze, improve, support and operate the Connect IoT Solutions and otherwise for any business purpose during and after the term of the agreement.
7. Schenck Process undertakes to maintain confidentiality about all confidential information (including business secrets) that it learns in connection with this Agreement and its performance and not to disclose, pass on or otherwise use such information to third parties. Confidential information is information which is marked as confidential or the confidentiality of which is evident from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. The confidentiality obligation does not apply if Schenck Process is obligated to disclose the confidential information by law or by virtue of a final or legally binding decision of an authority or court. Schenck Process undertakes to agree with all employees and subcontractors on a provision similar in content to the preceding paragraph.