Agreement

on the Big-LinX® Terms of Use

between

the Users of the
IIoT Service & Maintenance Platform Big-LinX®
hereinafter individually or jointly referred to as "**Users**"

and

ads-tec Industrial IT GmbH
Heinrich-Hertz-Str. 1
72622 Nürtingen
Germany
hereinafter referred to as "**ADS-TEC**"

Users and ADS-TEC jointly also referred to as the "**Contracting Parties**", individually referred to as a "**Contracting Party**"

1. General information and scope of application

1.1 ADS-TEC offers tried-and-tested computer and IT system solutions for industrial applications. The Big-LinX® solution from ADS-TEC is an IIoT service & maintenance platform to create complex industrial 4.0 architecture in local and global networks (hereinafter referred to as "**Service**"). The Service can be accessed via web-based, User-side telecommunications connection. With its integrated infrastructure and platform services and applications, the Service enables easy and secure remote operation and maintenance of machines, processes and systems.

1.2 This Agreement governs the right to use the Service provided by ADS-TEC as well as access to the Service and content thereof (hereinafter "**the Terms of Use**" or "**these Terms of Use**").

1.3 The use of the Service is exclusively subject to these Terms of Use and individual agreements made with the User in specific cases. Unless otherwise agreed, these Terms of Use shall also apply if no further reference is made to them upon the conclusion of a contract or subsequent amendments or additions thereto.

1.4 Any deviating, conflicting or supplementary clauses or general or special terms and conditions of (purchase) of the User shall not become part of the contract even if the User places them for inclusion and ADS-TEC does not separately contradict their inclusion, unless ADS-TEC has expressly agreed to the validity of such conditions by an authorized representative.

2. Conclusion of the contract

2.1 The User may obtain permission to use the Service from ADS-TEC only.

2.2 A contract with ADS-TEC subject to these Terms of Use may only be concluded by someone, who

(a) intends to use the Service solely for their own commercial or professional purposes;

(b) has its registered office or establishment within the territory of the European Union, of another Contracting State to the European Economic Area, the United Kingdom and Switzerland;

(c) is legally capable and of legal age or is legally represented by a legal or fiscal representative or duly authorized representative,

(d) does not operate, maintain or participate in any undertaking developing, offering or selling services that are essentially similar to the Service here; and

(e) has not already been excluded from use once by permanent blocking of his access authorization.

2.3 ADS-TEC may require proof of specific or all of the above conditions. ADS-TEC reserves the right to review, and decides on the conclusion of a contract at its own discretion.

2.4 A contract is concluded between ADS-TEC and the User on the rights of use of the Service (hereinafter "**License Agreement**"):

(a) by mutual signing of a written agreement, to which the Terms of Use are attached and/or in which reference is made to the applicability of the Terms of Use; or

(b) by accepting an offer made by ADS-TEC, to which the Terms of Use are attached and/or in which reference is made to the applicability of the Terms of Use; or

(c) after the User has completed the registration process for the Service in full on the web portal of ADS-TEC, thereby submitting an offer to ADS-TEC for the conclusion of a separate License Agreement, based on these Terms of Use. A notification automatically sent in the registration process about the receipt of the registration data does not constitute a declaration of acceptance by ADS-TEC, but serves only to verify and confirm this data by the User. ADS-TEC accepts the offer made by the User by way of activation of access to the Service or by explicit notification to the User.

2.5 The User may only register once for the Service. Its registration, the License Agreement and the User account together with access data are not transferable.

3. Content and limitations of the Service

3.1 The basic components of the Service are set out in the Big-LinX® Service description according to **Annex 1**. Further components and other services must be agreed separately according to the subject matter and scope of the Service. For the agreed Service, the User is given access to electronic user documentation in the form of online help. The User is also entitled to use ADS-TEC's User support to a reasonable extent.

3.2 The Service and its contents can be accessed via a web portal and various web services. The User must create the necessary telecommunications connection and the hardware and system environment required for use. These are not part of the services provided by ADS-TEC. In this respect, interface is the respective data transfer point (router output) of the server used by ADS-TEC for the telecommunications network.

3.3 The content available within the scope of the Service partly does not originate from ADS-TEC itself, but from customers and other third parties (hereinafter collectively referred to as "**Third-Party Content**"). ADS-TEC does not carry out any checks on completeness, correctness, legality or up-to-dateness of Third-Party Contents and therefore, does not assume any responsibility or guarantee for the completeness, correctness, legality and up-to-dateness of the Third-Party Contents and does not adopt these as its own. This also applies to the quality of the Third-Party Contents and their suitability for a particular purpose.

3.4 Other services in connection with the initial setup, configuration and parametrization of the Service as well as its subsequent use, which go beyond the content or scope of User support, shall be provided to the User solely on the basis of a contract to be separately concluded and remunerated with the User or its customers. In doing so,

ADS-TEC can use the help of third parties or affiliated companies in fulfilling the contract.

4. Data connections for Service and other Terms of Use

4.1 The intended use of the Service and its contents requires a transport-encrypted data connection between the Service, on the one hand, and the User and target networks, on the other. In the User network, the User or a person authorized by it must also authenticate itself as an authorized access person, optionally by entering a second authentication feature.

In this way, data and control commands can be exchanged between network devices of the User and target network, and data and control commands can be stored, managed and used within the Service. For certain functionalities, an additional backup of the data connection is provided by activating a VPN tunnel or a special transmission protocol between the respective data transfer points.

4.2 For the above purposes, ADS-TEC shall provide the User with the following requirements:

(a) identification data in the form of usernames, user passwords, PINS as well as smart cards or software certificates (hereinafter collectively referred to as "**Identification Data**") or prompts the User to create them during registration;

(b) web browser interfaces (APIs), VPN client software, firmware for compatible hardware products from ADS-TEC (hereinafter collectively referred to as "**Access Software**").

The User is responsible for their proper operation. Assistance from ADS-TEC in the form of online help and User support is not a User-specific solution and does not relieve the User from the obligation to safely handle the application, installation, operation and maintenance of the Access Software.

4.3 The use of third-party Access Software is not permitted. Insofar as the User has purchased hardware products from ADS-TEC (from ADS-TEC itself, in specialist dealers, from a system integrator, etc.) and their firmware for access, the provisions of the purchase agreement concluded when purchasing the product apply primarily. Moreover, ADS-TEC provides the Access Software for download via the web portal or, if necessary, on a portable storage medium. By downloading and installing the Access Software, the User acknowledges the applicability of these Terms of Use.

5. Rights of Use

5.1 Granting of Rights of Use

5.1.1 ADS-TEC grants the User the non-exclusive, globally valid right of access to the Service, its content and the Access Software provided by ADS-TEC, limited to the term of this Agreement, in accordance with these Terms of Use. The User may not transfer this right or grant sub-licenses for it.

5.1.2 In the event that ADS-TEC makes new versions, updates, upgrades or other new supplies of the Service, its contents and/or Access Software available during the term of this Agreement, the above rights shall also apply to them.

5.2   Use of Access Software

5.2.1 The Access Software provided by ADS-TEC may only be used for access to the Service. Only the interfaces expressly provided for this purpose may be used to connect the User's own network programs, services or databases.

5.2.2 The User shall have the right to revise or compile the Access Software only to the extent that ADS-TEC is prevented by applicable and mandatory statutory provisions from limiting this right of the User; otherwise, it is excluded.

5.2.3 With regard to any open source components, Clause 10.4 applies.

5.3   Use of available contents

5.3.1 The contents available within the scope of the Service, including Third-party Contents, is mainly protected by copyright, trademark and competition law or other intellectual property rights and are owned by ADS-TEC, its customers or other third parties, who have made the respective contents available. The compilation of the contents within the Service is also protected by copyright. The User may only use these contents in accordance with these Terms of Use and in the defined purpose of use of the specific functionality.

5.3.2 Unless any other use is expressly permitted in these Terms of Use or within the scope of the Service description, or is made possible within the Service by means of a corresponding functionality, the available contents, in particular:

(a) may be accessed, displayed and used by the User exclusively for their own internal business purposes or for specific customer orders and for no other commercial purposes;

(b) may not be processed, altered, translated, presented, published, displayed, reproduced or disseminated by the User in whole or in part;

(c) may not be used by the User while removing or modifying copyright notices, logos and other marks or proprietary notices.

5.3.3 The User is furthermore entitled to download the available content and to print content only during the term of this Agreement and only as far as it is possible to download or print out within the Service as functionality (for example, by means of an export interface or a download button). The use of automated technical aids for downloading or printing such as interfaces, other software, bots or scripts is only permitted with the express prior consent of ADS-TEC.

5.3.4 If the User has properly downloaded or printed out content in accordance with the preceding paragraphs, the User shall be entitled to use it for its own commercial or professional purposes for an indefinite period of time and not exclusively. All other rights to the content remain with the original copyright holder.

6. Handling Application Data

6.1 The functionality of specific content of the Service allows the User to transmit, store and store information from network devices (in particular, sensor data and other status and/or legacy data of monitored machines, processes and equipment) to the Service, save it there, generate new information through the use of the Service (collectively referred to as the "**Application Data**") and make these Application Data available to third parties.

6.2 ADS-TEC does not claim any further rights of use to the transmitted Application Data beyond those required to provide and improve the respective functionality. For this limited purpose, the User grants ADS-TEC free of charge the non-exclusive, irrevocable and transferable right - unlimited in terms of time, territory and content - to exploit the Application Data online and offline, in particular to make it accessible via internet and mobile phone, to copy, distribute and process for the User's storage, push, backup, transmission or download processes.

The User ensures and declares to ADS-TEC that it is the sole owner of all rights in the Application Data transmitted by it to the Service or is otherwise entitled (e.g. through an effective permission of the rights holder) to upload the Application Data to the Service and to grant the rights of use and exploitation as described above. This applies, in particular, to third-party copyright, trademark or patent rights as well as commercial and/or competition law for performance rights and personal rights.

6.3 The User is responsible for ensuring that Application Data does not contain any confidential information and does not violate any confidentiality obligations.

6.4 The User is responsible for checking whether the Application Data has personal reference and, if necessary, fulfill its obligations under data protection law before uploading them to the Service, for example by entering into an agreement with ADS-TEC for data processing on behalf, in accordance with Art. 28 EU GDPR (General Data Protection Regulation) or other legal provisions. Insofar as personal data is collected, processed or otherwise used in the context of the use of the Service under the responsibility of the User, the same must especially ensure the existence of a legal permissive act and otherwise obtain the consent of the natural person concerned.

6.5 The User is responsible for regularly backing up Application Data in accordance with the significance of the data by creating, in particular, own backup copies in order to enable their reconstruction in the event of loss of Application Data. In doing so, the User is responsible for complying with the security and retention obligations imposed by law or under the contract.

6.6 Insofar as the User makes Application Data available to ADS-TEC or to ADS-TEC's service partners within the framework of agreed additional services (for example, to carry out monitoring and/or servicing orders), the User grants the respective contractor a simple, free-of-charge, right to use this Application Data, limited in terms of content, territory and time in accordance with the order, within the framework of the respective contractual relationship.

6.7 To the extent that it is possible to remove set Application Data fully from the Service, the right of use and exploitation granted in clause 6.5 shall lapse with the deletion of

the Application Data with effect for the future. However, ADS-TEC remains entitled to retain copies created for security and/or evidence purposes. The rights of use that the User has granted to ADS-TEC's service partners as part of his orders shall also remain unaffected.

6.8 ADS-TEC reserves the right to refuse the setting of Application Data and/or to block or remove Application Data that has already been set, provided that the setting of the Application Data by the User or the set Application Data has itself resulted in a violation of these Terms of Use or there are concrete indications that there will be a serious breach. ADS-TEC will take into account the legitimate interests of the User and choose the mildest means to defend the violation.

7.   Usage policy and blocking of accesses

7.1 The User is prohibited from any activity on or in connection with the Service that violates applicable law, infringes the rights of third parties, disregards the purpose of the Service or jeopardizes its functionality. In particular, the User is prohibited from the following actions:

- setting up, distributing, offering and advertising in violation of data protection law and/or other law and/or fraudulent content, services and/or products;

- the use, provision and dissemination of content, services and/or products that are protected by law or encumbered against rights of third parties (such as copyrights), without being expressly entitled to do so;

- storing, publishing and/or transmitting information that infringes the rights of third parties, in particular patents, trademarks, copyrights or ancillary rights, trade secrets, personal rights or proprietary rights;

- giving instructions on prohibited manipulation of technical facilities;

- any action likely to interfere with the smooth operation of the Service, in particular excessive load on IT systems;

- the dissemination and/or public reproduction of content available within the Service, except as expressly permitted by the respective author or expressly made available as functionality within the Service;

- any action aimed at modifying the software or other technology provided by the Service, creating derivative works based on it, or using it to develop a software or other technology that has the same primary function as the Service or specific components thereof. In particular, the Service must not be used as a development or test process aimed at developing a similar software or other similar technology or determining whether such software or technology works similarly to components of the Service.

7.2 The User acknowledges and shall admit that its usage activities may be monitored according to the legally permitted scope of the German Telemedia Act and the Federal Data Protection Act or a legal obligation of ADS-TEC may exist in this regard. This may

also include the logging and evaluation of IP connection data in the event of a concrete suspicion of violation of these Terms of Use and/or in the event of a concrete suspicion of the existence of another unlawful act or crime.

7.3   ADS-TEC is entitled, at its sole discretion, to temporarily or permanently block the User's access to the Service in whole or in part, if there are concrete indications that the User violates or has violated these Terms and/or Applicable Law or if ADS-TEC has any other legitimate interest in blocking. When deciding on a blocking and its time limit, ADS-TEC shall take due account of the legitimate interests of the User. If the User repeatedly breaches these conditions, ADS-TEC reserves the right to permanently block the User's access and permanently exclude it from the future use of the Service.

7.4   In the event of temporary or permanent blocking of the User's right to access, ADS-TEC shall notify the User of this by e-mail. In the event of a temporary blocking, the access authorization will be reactivated after the expiration of the blocking period or the reason for blocking has finally ceased to exist, and the User will be notified of this by ADS-TEC by e-mail. For the duration of the blocking period, ADS-TEC is exempt from its obligation to perform, but retains the right to a non-usage-related remuneration. A permanently blocked access authorization cannot be restored.

8.   Obligations and Liability of the User (Indemnification)

8.1   The User must create all requirements and fulfill all obligations that are necessary for the implementation and execution of the License Agreement. Information provided when registering a User account must be complete and correct.

8.2   In particular, the User must always keep the Access Software it uses up to date and to download and install the software and firmware updates provided by ADS-TEC.

8.3   The User shall take the necessary precautions to prevent the use of the Service and the Access Software by unauthorized persons. In particular, the User shall keep confidential the Identification Data provided to it or prompted by it, protect such data by means of appropriate technical and organizational measures against access by unauthorized third parties and not pass it on to third parties other than the persons authorized by it. The User shall notify ADS-TEC immediately if there is a suspicion that the Identification Data could have become known to unauthorized persons or there is risk of it becoming known.

8.4   To the extent that the persons authorized by the User belong to an affiliated or a third-party company (e.g. a customer), the User shall first impose all obligations and restrictions under these Terms of Use by contract and ensure that the obligations and limitations can also be enforced by ADS-TEC without limiting the User's own liability. In general, the User must contractually obligate all persons authorized by it to comply with the provisions of these Terms of Use. The User is liable to ADS-TEC for the actions of the companies engaged by it and authorized persons as for its own.

8.5   The User shall indemnify ADS-TEC from and against all claims brought against ADS-TEC by third parties due to a culpable use of the Service, its contents and/or the Access Software by the User or which was otherwise culpably caused by the User due to data

protection law, copyright or other legal violations in the context of the use of the Service by the User.

8.6 Before setting data and information on the Service, the User will perform an anti-virus check, which will carry out an ongoing security check by the User to establish a data connection to the Service and use only the state-of-the-art virus protection and anti-spyware programs. The User shall indemnify ADS-TEC from and against all claims made against ADS-TEC by third parties due to the non-observance of the above obligations by the User.

9. Prices, invoicing, trial access and payment terms

9.1 Usage fee

During the term of the contract, the User shall pay the agreed usage fee as consideration for the possibility of accessing the Service. The amount of the usage fee depends on the components of the Service agreed with the User and the customization of the services provided by ADS-TEC. The usage fee consists of a fixed, non-usage-related basis component ("**Basic Fee**") and of the agreed variable components ("**Variable Fees**").

Prices are quoted with net amounts in EUR and are exclusive of value added tax at the rate in force at the time of the provision of Services, if any. Clause 16 shall apply to any price changes.

9.2 Basic fee

The Basic Fee shall be due and chargeable as an annual fee. As such, it is due for payment in advance at the beginning of each calendar year and invoiced by ADS-TEC accordingly. If the Effective Date (see Clause 12.1) is during the year, the Basic Fee for the first contract year shall be due for payment on a pro rata basis in advance and invoiced by ADS-TEC accordingly.

9.3 Variable fees

Variable fees may, in particular, exist in usage-related prices as well as in prices for one-off or time-bound additional services from ADS-TEC, which go beyond the basic components (see Clause 3.1).

ADS-TEC calculates the variable fees at regular intervals (at least annually) subsequently (hereinafter referred to as "**Billing Period**"). Billing can be done electronically by sending the invoice exclusively by e-mail. The User may cancel time-bound additional services with effect as of the end of a Billing Period or choose a reduced range of services, thus reducing the Variable Fees accordingly. For this purpose, the User must notify its request in writing (e.g. by e-mail or fax) with a period of four (4) weeks before the date of the desired change. Accordingly, the User should proceed if it wishes further time-bound additional services or an increased scope of services.

9.4 Free trial access

If the User had not previously entered into a License Agreement for the Service, it can agree to a free trial access with ADS-TEC at the beginning for a limited period of time; it can be terminated at any time with immediate effect. This should give it the opportunity to test the Service as well as its functionalities and content free of charge. ADS-TEC is entitled, at its sole discretion, to exclude specific functionalities and content from the availability for the duration of the free trial access or to only make it available in part.

For determining a previous License Agreement, ADS-TEC is entitled to use information provided by the User in the context of a previous License Agreement, such as the device ID, payment details or e-mail address.

After the free trial access has expired, this automatically turns into a contract for charge, unless the User has terminated it before the end of the free trial access.

9.5 Payment terms

Invoice amounts must be paid within 14 calendar days without any deductions. If the User defaults entirely or with a substantial part with the payment of the usage fee after expiration of this period, ADS-TEC shall be entitled to temporarily block access after a reasonable period of grace has expired.

10. Warranty of ADS-TEC

10.1 Quality and availability of the Service

10.1.1 ADS-TEC provides the Service with the condition as described in these Terms of Use and its appendices or as otherwise agreed specifically with the User in a specific case and in its suitability limited to the scope of use agreed upon. Unless otherwise stated or agreed upon there, ADS-TEC does not guarantee the availability of the Service and ADS-TEC does not assure any specific condition or functionality beyond the existence of the essential functions agreed upon.

10.1.2 In particular, information in brochures and in the Service descriptions or User instructions provided by ADS-TEC merely serve as an approximate description of the Service and its contents and do not constitute guaranteed quality characteristics, unless the agreed scope of use requires precise consistency.

10.1.3 The User understands and agrees that services with complex system and application contents cannot be entirely error-free and uninterrupted. The User shall only be entitled to the rights of defects in the event of insufficient quality or functionality of the Service in the event of material deviations or major functional impairments. In particular, a significant functional impairment cannot be based on this if and to the extent that the availability of the Service to the User is temporarily interrupted or limited for the purpose of correcting errors and other faults from the area of responsibility of ADS-TEC as well as improving functionalities within planned periods and, depending on the situation, in advance as far as possible. These times are also generally disregarded when assessing any availability commitments.

10.1.4 Furthermore, the User is not entitled to any rights in respect of material defects in the past insofar as ADS-TEC was not aware of a material defect, but the User has identified

the material defect and has not immediately notified ADS-TEC of the same and the impossibility of the subsequent elimination is based on this.

10.1.5 Insofar as the User is entitled to rights in respect of material defects due to insufficient quality or functionality of the Service, its contents or the Access Software, ADS-TEC is entitled - at its own discretion - to have the material defects rectified by means of repair, replacement delivery or service, provision of bug-fixes or a workaround, in the case of software, also by provision of a new version (collectively referred to as "**Subsequent Performance**"), unless the Subsequent Performance involves disproportionate or uneconomic costs or is technically impracticable as a whole or in terms of specific measures.

10.2 Change in quality

10.2.1 ADS-TEC reserves the right to modify its services at any time to the extent reasonable for the User. A change is reasonable, in particular, if and insofar as

a) any input services required by third parties for the performance of the Service are no longer available at reasonable terms or not at all;

b) new legal or regulatory demands so require;

c) the agreed services no longer comply with the current state of the art, the applicable security regulations or the requirements of data protection or their operational capability is no longer guaranteed;

d) the change is advantageous for the User.

10.2.2 ADS-TEC shall inform the User of any changes in advance. Amendments shall be considered approved if the User does not terminate the License Agreement in writing or by e-mail within four (4) weeks of receipt of the notification of change. The User will be informed separately of this in the change notice.

10.2.3 In the case of updates and changes, the User's rights in respect of material defects shall be limited to the new performance characteristics of the update or to the modifications compared to the previous version.

10.3 Encumbrance-free usability of the Service

10.3.1 If the User is affected by conflicting rights of third parties in the exercise of the agreed scope of use, ADS-TEC may, at its sole discretion, decide to defend alleged third-party claims against the User for infringement of their rights in connection with the agreed scope of use. The User is obliged to inform ADS-TEC immediately upon becoming aware of claims by third parties and to assist in such a defense.

10.3.2 If ADS-TEC does not decide to defend itself against third-party claims, the User is free to defend itself and to have ADS-TEC support it. ADS-TEC shall also have the option of eliminating the impairment of use due to asserted or threatened third-party claims by ADS-TEC modifying or replacing the affected part of its services at its own expense to the extent that this is reasonable for the User or provides the User with sufficient rights of use at its own expense. If the Service can neither be modified nor changed at economic costs, nor if the User can be provided with the right to use the Service at

economic conditions, both Contracting Parties are entitled to terminate the Agreement without notice.

10.4   Use of Open Source Software

10.4.1 The User is aware and agrees that when using the Service and Access Software, Open Source Software ("**OSS**") may be used, which is provided in association with ADS-TEC's Service. Any OSS provided within the association may be subject to separate Terms of Use, which must be applied in whole or in part to the OSS ("**Open Source License Terms**"). In this case, OSS will only be subject to the respective separate Open Source License Terms and Conditions and not these Terms of Use.

10.4.2 Open Source License Terms generally stipulate that the use of OSS is disclosed and the rights of use on OSS are sub-licensed accordingly. To meet these requirements, ADS-TEC displays an overview of the open source license terms in a proper form, usually in a designated "Readme" text file within the respective directory or via a link indicated on the respective performance data sheet ("OSS overview"). The OSS overview includes a table listing of all software components, if any, subject to the Open Source License Terms and Conditions, the right to use the OSS and, if applicable, the wording of the respective Open Source License Terms and Conditions. The User is obligated to comply with the provisions of the Open Source License Terms and Conditions when using the Service and the Access Software.

10.4.3 However, any liability of ADS-TEC to the User due to incorrect handling of OSS is subject to the restrictions according to Clause 11.

11.   Limitation of liability

11.1   In the context of the use of the Service, its contents and the Access Software, ADS-TEC is exclusively and definitively liable vis-à-vis the User - irrespective of the legal basis, both for damages and reimbursement of expenses (hereinafter referred to as "**Damages**") - in accordance with the following provisions:

a) ADS-TEC is fully liable for Damages caused intentionally or through gross negligence;

b) ADS-TEC is liable for Damages resulting from the non-observance of any guarantees given in writing to the extent covered by the purpose of the guarantee and identifiable for ADS-TEC when it was submitted;

c) in cases of product liability, ADS-TEC is liable in accordance with the Product Liability Act;

d) in the event of culpable injury to a person's life, body or health, ADS-TEC is liable in accordance with the statutory provisions;

e) in the case of other Damages caused by ADS-TEC simply negligently due to a violation of a Fundamental Contractual Obligation, ADS-TEC shall only be liable for such Damages that must typically be expected to occur within the framework of the License Agreement and limited to the amount of the usage fee, which was to be

paid by the User in the twelve (12) months prior to the damage event (hereinafter "**Year of Contract**"). This maximum liability amount is not increased by the fact that in a previous Year of Contract the maximum liability amount was not exhausted. A **Fundamental Contractual Obligation** is an obligation whose fulfillment enables the proper performance of the contract in the first place, the violation of which jeopardizes the achievement of the purpose of the contract and on whose compliance the User may regularly rely on.

f) There is no further liability of ADS-TEC. In particular, the inculpable liability for defects existing at the time of conclusion of the contract is excluded. Statutory limitations of liability (e.g. according to Section 44a TKG (Telecommunications Act)), which for the benefit of ADS-TEC deviate from the above liability provisions, remain unaffected.

11.2 The above limitations of liability shall also apply in the event of negligent breaches of duty by legal representatives, executives or vicarious agents of ADS-TEC as well as with regard to their fault. The above limitations of liability also apply to the personal liability of ADS-TEC employees, representatives and bodies.

11.3 In case of loss of data when using the Service and for its recovery, ADS-TEC shall only be liable if the conditions set out in Clause 11.1 above were met, insofar as the User would not have been able to avoid this loss through appropriate preventive measures, for example a regular data backup.

12.   Term of contract and termination of use

12.1 The License Agreement shall take effect upon its execution date pursuant to Clause 2.4, or, if this event occurs later, as soon as the User has arranged for ADS-TEC to activate its access to the Service (hereinafter "**Effective Date**"). Its term depends on the agreed **Minimum Contract Term**, starting with the Effective Date.

12.2 Upon expiration of the Minimum Contract Term, the License Agreement shall be automatically extended by twelve (12) further months in each case (each a "**Renewal Period**"), unless one Contracting Party terminates the License Agreement by giving three (3) month's notice to the other Contracting Party in the settings of the Service or under observance of the written form (e.g. by e-mail) prior to the expiration of the Minimum Contract Term or of the respective Renewal Period (each a "**Termination Date**").

12.3 The right of either Contracting Party to extraordinary termination for good cause shall remain unaffected, as shall the termination rights otherwise granted to them in these Terms of Use.

12.4 Unless expressly provided for otherwise, all rights of use granted under these Terms of Use and the User's access to the Service shall cease on the Termination Date. With the expiration of 30 calendar days after the Termination Date and after expiration of any statutory retention periods, ADS-TEC is entitled to irretrievably delete all data originating from the contract execution. ADS-TEC shall notify the User of the impending

deletion at least 14 calendar days in advance. The data protection regulations apply to personal data, which may also provide for a shorter period of time for deletion.

13.   Data usage and data protection

13.1   ADS-TEC is entitled to process and exploit all information provided and generated by the User in connection with use of the Service, with the exception of personal data and Application Data (for the latter, Clause 6 shall apply) and further with the exception of data in which the User apparently has a confidentiality interest or which has been expressly designated as confidential to ADS-TEC, for any purposes beyond the contractual purpose, such as, without limitation, for statistical, analytical and internal purposes. This right is unlimited in time and irrevocable as well as unlimited in terms of territory and content.

13.2   If personal data are processed, ADS-TEC complies with the statutory data protection provisions. In this case, details of the data collected and their respective processing shall be provided in the privacy notices provided with the Service.

14.   Compliance with export control provisions

14.1.   When using the Service and sharing or making available its components and content to third parties (including between affiliated companies within the meaning of Section 15 German Stock Corporation Act, the User shall comply with the applicable national, multinational and international (Re-)export Control Laws, in particular the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America.

14.2.   In doing so, the User must check, in particular, without limitation, and ensure by appropriate measures that:

   – it does not violate a legally effective embargo, also taking into account any restrictions on domestic transactions and any circumvention bans;

   – services and content provided by ADS-TEC are not intended for prohibited use or use subject to approval, such as ammunition-related, nuclear or weapons-related uses, and uses named in embargoes, unless required approvals are available;

   – the rules of all relevant sanction lists of the European Union and the United States of America relating to commercial transactions with natural and legal persons referred to therein are complied with and that there is no abusive circumvention of national, multinational and international legislation.

14.3.   Clause 8.5 shall apply mutatis mutandis with regard to the User's indemnity obligation against claims due to the non-observance of the above export control provisions.

14.4   The fulfillment of the contract by ADS-TEC is subject to the condition that there are no obstacles or disproportionate risks and expenses due to national, multinational or

international regulations of foreign trade law, in particular prohibitions, licensing obligations, etc.

15. Force majeure and similar events

15.1 Events of force majeure which substantially impede or temporarily render impossible an obligation to perform under the License Agreement shall entitle either Contracting Party to postpone the performance of its obligation by the duration of the hindrance and an appropriate recovery period. Force majeure shall include, in particular, but not be limited to war, riot, fire, explosion, flood and other natural disasters, as well as terror.

15.2 Similar circumstances shall be deemed equivalent to force majeure insofar as they are unforeseeable, serious and not culpably caused, in particular labor disputes lasting more than six weeks, government ordinances and restraints, plagues - in the case of epidemic or pandemic situations, also precautions to contain the same - the failure or limitation of performance of communication networks or gateways of other operators as well as disruptions in the sphere of other telecommunications or service providers.

15.3 The Contracting Parties shall immediately notify such circumstances and the expected duration of such circumstances.

16. Changes to these Terms of Use, price changes

16.1. ADS-TEC reserves the right to change the Terms of Use of the Service at any time with effect even within the existing contract. The User shall be notified of such changes at least thirty (30) calendar days prior to the planned entry into force of the changes.

16.2. If the User does not object within thirty (30) days of receipt of the notification of change and continues to make use of the benefits provided with the Service even after expiration of the objection period, the changes shall be deemed to have been validly agreed upon from the expiration of the objection period. In the event of an objection, the license relationship shall be continued under the previously applicable terms and conditions. ADS-TEC reserves the right to terminate the license relationship in accordance with Clause 12 in the event of an objection. The User will be informed of its right of objection and the consequences in the notification of change.

16.3. ADS-TEC shall notify changes to the remuneration owed by the User in good time so that the User may duly terminate the license relationship in compliance with the contractually agreed notice period before the new remuneration comes into effect. If the User does not terminate after notification of the new remuneration and continues to make use the benefits provided with the Service after the change in remuneration has come into effect, the change in remuneration shall then become binding for the User. In each notification of changes due to new remuneration, the User shall be informed separately of the consequences of the change and his right of termination.

16.4. In the event of changes in value added tax, ADS-TEC shall be entitled to adjust the remuneration corresponding to this change, without the existence of the aforementioned termination right.

17.   Final provisions

17.1   German law shall apply to the contract, subject to the exclusion of its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

17.2   Annexes to these Terms of Use, as amended from time to time, form part of the contract.

17.3   If the User is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is Stuttgart, Germany. However, ADS-TEC is also entitled to sue at the User's place of business.

17.4   Should any provision of these Terms of Use be or become invalid, the validity of the remaining provisions shall remain unaffected. In this case, the invalid provision shall be replaced by an admissible provision that most closely matches the economic purpose of the original, invalid provision. The foregoing shall apply mutatis mutandis to the closure of any contractual gaps.

Annex

- Annex 1 - Big-LinX® Description of Services (basic components)

The following services and functions are basic components* of the Big-LinX solution:

Web interface

Web interface (accessible using any currently available browser) through which the User can log in with the identification data provided to him or her and has access to the following information and functions:

- **Home**

    Overview of the functions mentioned below and presentation of ADS-TEC's news about the Big-LinX® solution.

- **User management**

    Overview and rights/management of users, groups and organizations.

    ➢ There are separate one-off charges for the one-time setup per user and for the purchase of smart card devices/readers and/or software certificates, if agreed.

- **Device management**

    Overview and management of firewalls, industrial PCs and custom end devices based on the current system status and legacy values (**dashboard**).

    ➢ There is a separate monthly charge for each device activated in the device management.
    ➢ There will be a separate one-off fee for the customer-specific device configuration (only IRF and only when using smart cards), if agreed.

- **Firmware management**

    Central interface for updating firmware of connected devices.

    ➢ There are separate charges per device and update procedure, if agreed (only IRF).

- **Service desk**

    The service desk also allows a VPN connection from Big-LinX® to the machines, processes and systems in order to access the local interface of the devices and/or the machine network. The basic component is the setup of up to 10 simultaneous VPN connections from and to Big-LinX®.

    ➢ There is a separate monthly fee for each additional concurrent VPN connection, if agreed.
    ➢ A separate annual fee applies to the additional "China VPN Service" module, if agreed.

- **Support**

    Download section for the local VPN Client and the applicable terms of use, contact details of the technical support for the Big-LinX® solution.

VPN client

Local VPN client to authenticate the user and set up the secured VPN connection to the Big-LinX solution. Note: The user shall be responsible for porting the VPN client to operating systems other than commonly available ones, insofar as an SDK (software development kit) can be provided for this purpose.

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* settled with the agreed annual basic fee, unless stated otherwise. Other components and services for a fee in accordance with a separate agreement.