

Service Level Agreement/Terms and Conditions for ProMinent Industry 4.0 Services



Date: 01/08/2019

Thank you

("Customer") for having already placed an order with us, ProMinent GmbH, Im Schuhmachergewann 5-11, 69123 Heidelberg, or any of our affiliates (hereinafter "**ProMinent**"), to supply an *Industry 4.0-capable ProMinent product*. Functional use of the product you have ordered is also possible without using the *Industry 4.0 services* to the extent agreed. Purchasing the *Industry 4.0-capable ProMinent product* does not oblige you to use the *Industry 4.0 services* and does not entitle you to the use thereof either. The order to supply the *Industry 4.0-capable ProMinent product* and commissioning of the *Industry 4.0 services* are completely independent of one another.

We will therefore gladly also offer you the use of our *Industry 4.0 services* for your *Industry 4.0-capable ProMinent product* under a separate service agreement. With this in mind, below you will find our terms of use and service descriptions ("**Service Level Agreement**" or "**SLA**") which, together with the purchase order ("**Purchase Order**" or "**PO**") to be issued by you following our order confirmation, will constitute the agreements governing the use of 4.0 Services, the Product and the related hardware:

Services to be Supplied and Term

1. Services to be Supplied

(1) The purpose of this Service Level Agreement is, in particular, the provision of the *Industry 4.0 services* ("**4.0 Services**") described in clause 1 (2) below, as an additional service for *Industry 4.0-capable ProMinent products* ("**Product**"). The delivery and/or delivery terms and conditions of the Product(s) already purchased by Customers from ProMinent, arising from a purchase order or purchase agreement are not governed herein. The 4.0 Services regulated in the SLA and, as the case may be, the PO, therefore constitute a ProMinent service that is separate and legally independent from the Product and its purchase.

(2) ProMinent will provide the Customer with the 4.0 Services described below for the Products purchased by the Customer from ProMinent:

- The collection and import of measured values on the Product in question and the transfer of the same onto ProMinent's systems;
- The processing of said measured values and the creation of customer-specific analyses by ProMinent;

- The provision of an online platform ("**Platform**") described in more detail in clause 7 of this Service Level Agreement;
- Password-protected access for the Customer to the Platform via a customer account;
- Customer access to customer-specific analyses through the customer account;
- The ability to download customer-specific measured values, for example in CSV format, via the Platform, and
- The configuration and use of an e-mail-based notification function in the event of deviations in the measured values collected on the Product from the predefined parameters at the Customer's end.

(3) In order to provide the 4.0 Services, the Customer needs a communication solution that is compatible with the Product for the term of the SLA. ProMinent offers various different types of such a communication solution in the form of a gateway that communicates with the platform, in particular via a WiFi internet connection to be provided by the Customer ("**Gateway**"). In particular cases, and with a corresponding, separate agreement with the Customer, there is an option to supply and transfer data, e.g. by means of a data interface ("**API**").

(4) The 4.0 Services are aimed at supporting Customers in their use of the Product by providing

analyses and information. They are not suitable for, and are not intended to, bring about an increase in the Product's effectiveness. Such an increase is therefore not the purpose of the services owed by ProMinent. The 4.0 Services are also not intended to minimise, detect or rectify Product downtimes and/or failures.

(5) With full knowledge of this service description, the Customer commissions ProMinent to provide 4.0 Services for the Products specified/registered in the 4.0 Services.

2. Term of the Agreement

(1) In general, the SLA will enter into force upon the date of the Product's Sign On on the platform.

(2) The SLA will be concluded for an indefinite period.

(3) The possibilities for ordinary and extraordinary termination, and the respective notice periods, are regulated in clauses 31 et seq. of this SLA.

Remuneration

3. Remuneration for the 4.0 Services

(1) For provision of the chargeable 4.0 Services, the Customer shall pay ProMinent the monthly remuneration agreed upon in the Purchase Order ("**Service Charge**") and, where applicable, the charges for any other chargeable additional services listed in **Appendix 1** (as amended, from time to time, which can be downloaded https://dulconnex.prominent.com/doc/sla_appendix_1_v10.pdf) taken up ("**Additional Costs**", the Service Charges and Additional Costs together referred to as the "**Total Costs**").

(2) Unless otherwise agreed to the contrary, the Service Charge agreed upon in the Purchase Order relates to the provision of the 4.0 Services for each Product registered on the Customer's Platform account via Sign On, meaning that the total Service Charge owed by the Customer for the respective month is calculated by multiplying the Service Charge plus potentially applicable Additional Costs by the number of the Customer's Products associated with the customer account via Sign On. Additional charges, e.g. for activation of the customer account, creating user accounts or providing the gateways necessary for the 4.0 Services, may be incurred where such service is listed in Appendix 1, or where a separate agreement has been concluded in respect thereof.

(3) If the Customer operates multiple customer accounts and performs a Sign On for the same Product in multiple customer accounts, the Total Costs due per Product will only apply once for the Product assigned to multiple customer accounts.

(4) Unless otherwise agreed to the contrary, the Total Costs agreed upon in the Purchase Order will be net plus applicable value added tax at the current rate.

(5) The Service Charge will be payable to ProMinent by the Customer from the Sign On for the Product in question as defined in clause 8 (2) of this Service Level Agreement. The Customer will not be obliged to pay the Service Charge for the Product in Question until said Product's Sign On. In the Sign On month for a Product, the Service Charge for that Product will be payable for the entire month.

(6) Regarding Additional Costs which may be due, clause 3 (5), (6), (7) and (8) will apply mutatis mutandis, whereupon the charges will be based as of the time the Additional Service in question is booked, pursuant to Appendix 1, rather than the Sign On time.

(7) ProMinent will invoice for Service Charge monthly, quarterly or half-yearly. It will be payable fourteen (14) calendar days from receipt of the invoice without deductions.

(8) ProMinent will provide the Customer with an invoice. The Customer may also choose to request an invoice in written form.

Required Hardware

4. Hardware Description and Delivery

(1) For the 4.0 Services to function correctly, the Product must transfer the measured values collected on the Product to the Platform via the internet using an API and/or hardware in the form of Gateways. A typical design is the connection of the Product to a Gateway offered by ProMinent that communicates with the Platform over the internet via a WiFi connection. Proper connection of the Gateway and the Product, and a working communication connection must be ensured by the Customer and is a mandatory requirement for the provision of the 4.0 Services by ProMinent.

(2) Subject to any agreement to the contrary, for example in the Purchase Order, in general, ProMinent offers the Customer various options regarding the Gateway required to provide the 4.0 Services, which the Customer can purchase if the selected option is available in the individual case in question.

(3) When a Product is ordered at the same time, the Gateways will be supplied together with the Product. They may however as well be ordered from ProMinent by the Customer later for a Product.

5. Hardware Installation, Operation and Defects

(1) The Customer will install the Gateway as a plug-in solution. At no time will ProMinent bear any costs associated with professional assembly and installation of the Gateway. The Gateway must be connected to the Product and the power supply (230 V) using the cables provided and be switched on by the Customer in accordance with the operating instructions. After being put into operation for the first time, the Gateway is automatically configured to operate with the product and will then supply the

product data automatically within minutes providing it has been installed properly and an internet connection is available. The Gateway includes assembly instructions and an instruction manual containing important information about the assembly and installation.

(2) Assembly and installation of the Gateway in accordance with the instructions will be done by the Customer only, paying particular attention to the housing protection class. ProMinent will not accept any liability for assembly and installation errors or malfunctions due to the improper assembly and installation not in accordance with the instructions, or for any resulting consequential damages. ProMinent will not be liable for any damage incurred to the Gateway due to faulty installation or improper assembly by the Customer.

(3) The Customer must ensure an uninterrupted internet connection. If the internet connection is established, for example, via a wireless router, adequate and uninterrupted availability of the mobile internet connection must be ensured in terms of transfer rates.

(4) The Customer must also ensure that the Product to which the Gateway is connected is always in a functional and properly maintained condition.

(5) The Gateway offered by ProMinent requires no maintenance in continuous operation. Maintenance of this Gateway is therefore not necessary and will also not be provided by ProMinent.

(6) The Customer hereby grants ProMinent the right to perform updates to the firmware on the Gateway via remote access. Any updates will be free of charge for the Customer. ProMinent will have no obligation throughout the term of the agreement to perform updates to the firmware on Gateways previously supplied to the Customer.

(7) In the event of malfunctions or defects in the Gateway, no on-site repairs are generally carried out by ProMinent. In the event of a defect, the Customer must return the Gateway to ProMinent, free of charge for the Customer, with a detailed description of the apparent defect or malfunction. ProMinent will then test the Gateway sent in within ten (10) working days and, after said check, will either send the Customer a replacement Gateway, or will repair the Gateway and return the repaired Gateway to the Customer. The Customer will be responsible for reinstalling the Gateway (as a plug-in solution, see 5 (1)).

ProMinent reserves the right to repair the Gateway at the Product's point of use.

(8) If the Customer is using their own hardware solutions, e.g. where an API is used, and this does not fulfil the requirements set forth in this clause 5 paragraphs (2) – (5) above, ProMinent will not be liable for any damage incurred as a result thereof. ProMinent will not be liable for any defects or limitations regarding usage of the 4.0 Services resulting from the Customer, or a third party,

opening the Gateway or making technical modifications or changes, of any kind whatsoever, to the Gateway.

(9) ProMinent will not be liable for any defects or limitations regarding use of the 4.0 Services resulting from the Customer, or a third party, connecting other technical individual parts or components, or products from third-party suppliers, to the Gateway, or from operating the Gateway with the same, where this affects the correct functioning of the Gateway.

(10) A different number of Products can be connected per Gateway for technical reasons. The number can vary between 1 and 16. This usually excludes the mixed use of different Products on one Gateway.

6. Customer-end Requirements for Gateway Operation

As a requirement for the provision of 4.0 Services by ProMinent, the Customer will be obliged in particular:

- To connect, assemble and operate the Gateway properly and in a professional manner;
- To maintain the Product to which the Gateway is connected in a functional and properly maintained condition and to operate it professionally;
- To establish and always maintain a permanent and uninterrupted power supply (230 V mains connection) for the Gateway;
- To ensure an uninterrupted and interference-free data collection on the Product, in particular to maintain the functionality of the measuring sensors on the Product, or to restore the same, or have the same restored, through appropriate maintenance and repair;
- To enable and maintain the uninterrupted and interference-free communication of the Product with the Gateway via the interface provided for this purpose;
- To refrain from any actions which may impair or prevent an uninterrupted and interference-free connection of the Gateway to the internet, or the transfer of data from the Gateway to ProMinent; and
- To report any Gateway malfunctions to ProMinent immediately and, where necessary to restore data transfers for ProMinent, to help replace or repair the Gateway immediately.

Platform

7. Platform

(1) Throughout the agreement term, the 4.0 Services can be accessed on the internet by the Customer via the Platform provided by ProMinent using a desktop computer or a mobile end device. The Platform can currently be accessed at <https://dulconnex.prominent.com>. The Customer will be notified of any changes by ProMinent in advance and ProMinent expressly reserves the right to make such changes.

(2) The Platform is a web application. Installation of the Platform on the Customer's systems is therefore not necessary and the availability of the Platform naturally depends on the availability of the internet at the Customer's premises.

(3) To use the Platform the Customer must provide a working internet connection with sufficient bandwidth and an up-to-date browser suitable for the Platform ("**Suitable Browser**"). Suitable Browsers are currently "Mozilla Firefox" and "Google Chrome".

(4) When a version update is published for a Suitable Browser, or for a Suitable Browser software tool used by the Platform, and compatibility problems and therefore limited usability of the Platform arise for the Customer as a result, ProMinent will adapt the Platform to the version update within four (4) calendar weeks following knowledge of the compatibility problems in order to restore compatibility.

(5) ProMinent does not guarantee fault-free and comprehensive usability of the Platform if the Customer is running a browser other than a Suitable Browser, or is using a version of a Suitable Browser that is not up to date. ProMinent reserves the right to change the selection of aforementioned currently Suitable Browsers for the Platform if the patterns of use of German internet users change and to cease supporting a particular browser with advance notice or include additional browsers within the performance scope. ProMinent will notify the Customer of any such changes, for example via e-mail.

(6) In its current version, the Platform includes the following features:

- Display of Products assigned to the Customer's Account;
- Grouping of the Products assigned to the Customer's Account by installation site;
- Display of customer-specific analyses in figures (current values since last synchronisation via the Gateway and processed historical values at various intervals);
- Conversion of the customer-specific measured values to text-based (CSV) files and downloading thereof by the Customer;

- Creation of reports on customer-specific measured values using comparison rules (target values input for comparison with the actual values obtained on the Product).

ProMinent reserves the right to change the foregoing scope of the Platform's performance. In the case of a significant limitation of the functional scope by ProMinent, the Customer will have an extraordinary right of termination in accordance with clause 33 (h).

8. Customer Account and Sign On

(1) For the duration of the agreement term, ProMinent will maintain the ability for the Customer to set up password-protected customer accounts on the Platform ("**Customer Account**"). The Customer can set up and activate, with guidance from the system, such a Customer Account on the Platform themselves by entering an e-mail address, a password and other user information requested by the Platform. ProMinent reserves the right to limit the number of Customer Accounts per Customer on a case-by-case basis.

(2) The Customer can assign any number of Products to each Customer Account by entering the serial number and, where applicable, the identity code for the Product in question ("**Sign On**"). When a Product is assigned to a Customer Account for the first time, said Customer Account then acts as the main account for that Product ("**Admin Account**").

(3) If an attempt is made to assign a Product to another Customer Account after the initial Sign On, the owner of the Customer Account acting as the Admin Account will be notified by e-mail. The e-mail will be sent to the e-mail address registered by the Customer in the Admin Account. The assignment of the Product already assigned to the Admin Account to any other Customer Account must be confirmed by the owner of the Admin Account following receipt of said notification. Only after this confirmation will the Product in question be assigned to the other Customer Account as well as the Admin Account, and the contractually agreed 4.0 Services will then also be activated for that Product in the other Customer Account as well.

(4) The Customer must treat the access information for its Admin Account, and all other Customer Accounts it is responsible for, as confidential and must protect the same against unauthorised access by third parties. The Customer will be responsible for deciding whether to disclose access information for the Admin Account, or its other Customer Accounts, to authorised third parties. The Customer alone will also be responsible for deciding whether or not to approve requests to assign Products to Customer Accounts other than the Customer Account acting as the Admin Account.

(5) If access details are disclosed, the Customer alone will bear the risk of Platform registration and/or use of the 4.0 Services by unauthorised third parties. If access details are disclosed, the Customer will be

liable for any damage incurred as a result of unauthorised use.

9. Platform Access following Termination of the SLA

(1) The analyses available in the Customer Account for the Product in question will no longer be updated by ProMinent after termination of this SLA.

(2) ProMinent reserves the right to completely block the Customer's access to said analyses four (4) weeks following termination of this SLA. It will no longer be possible for the Customer to retrieve any customer-specific analyses created during the agreement term via the Platform from the time that access is blocked.

(3) The customer-specific measured values from the Customer's assigned Products originally linked to the Customer Account can however be provided to the Customer by ProMinent in the form of a text-based (CSV) file, upon request, until the end of the next calendar year after the access is blocked. The Customer can request this by sending a message to ProMinent in writing or electronic form to DULCOneX@prominent.com. ProMinent will provide the text-based (CSV) file by e-mail, or as a download, within two (2) weeks following the Customer's request. ProMinent reserves the right to process the request for the saved customer-specific measured values in a solely system-based manner via the Platform in the future.

(4) ProMinent does not guarantee any further storage and provision of the customer-specific measured values for the Customer following expiry of the period specified in clause 9 (3) above. The Customer does however have a right to be informed at any time whether or not ProMinent still has measured values and created analyses associated with its Products stored which can be attributed to the Customer. If so, the Customer may still request a copy of the customer-specific measured values in the form of a text-based (CSV) file.

10. Maintenance Work and Updates

(1) ProMinent reserves the right to perform regular maintenance work and updates to the Platform.

(2) During such maintenance work and updates, the Platform may be down temporarily or the Platform's features may be limited.

(3) Wherever possible, ProMinent will indicate the time and duration of upcoming maintenance work and updates by means of an advance notification on the Platform.

11. Notification Function

(1) The Customer has the possibility to set up a notification function via the Platform Customer Account. Within that notification function, the Customer can enter threshold values for the customer-specific measured values in the Customer Account. In the event of a measurement collected on the Product exceeding or falling below the predefined threshold values, an automatic

notification will be triggered by the Platform. The Platform will send this notification to an e-mail address to be entered for this purpose by the Customer in the Customer Account.

(2) The sole purpose of the notification function is to provide the Customer with information and support the Customer with daily operation of the Product by reporting deviations in the actual values collected from the predefined target values early on. The notification function is not suitable for the reliable and timely detection of malfunctions or faults however and cannot effectively prevent or pre-empt damage or product failures. The notification function is also no substitute for regular maintenance and inspection of the Product, and as such does not guarantee or warrant any greater availability of the Product. Overall therefore, the notification function also does not replace the ongoing supervision of the Product by the Customer during operation.

Technical Support

12. Customer Support by ProMinent

ProMinent will provide its Customers with technical support by e-mail and telephone. This support is available during ProMinent's business hours and provides information, upon the Customer's request, about operation of the Platform, installation/assembly of the Gateway, and about troubleshooting in the event of problems with the Gateway. ProMinent reserves the right to expand or limit this service at any time.

Availability, Completeness and Currency of the 4.0 Services

13. General Availability of the 4.0 Services

(1) ProMinent will endeavour to ensure a high level of availability of the 4.0 Services with very few downtimes for the Customers. As with all technical services, temporary interruptions or full or partial failures of the 4.0 Services may occur due to circumstances attributable to ProMinent, for example due to failure of the database server, failure of the Platform server or failure of the service server, bugs or compatibility problems with contractually stipulated browsers following updates, necessary maintenance work, etc. ProMinent therefore does not guarantee one hundred percent availability, and thus availability at all times without interruption, of the 4.0 Services.

(2) The availability of the 4.0 Services agreed upon between the Customer and ProMinent for a Product is at least 96.5% per calendar month however.

(3) If availability of the 4.0 Services falls below the minimum of 96.5% per calendar month for a Product in a calendar month due to circumstances attributable to ProMinent, the Customer's obligation

to pay the Total Costs set out in clause 3 of this Service Level Agreement will lapse for that Product in the calendar month in which the shortfall occurred.

(4) The parties agree that the waiving of the Total Costs in the calendar month in which the minimum availability shortfall occurred will be regarded as compensation for the Customer in accordance with clause 13 (3). In the event of a shortfall in the contractually agreed minimum availability caused by ProMinent wilfully or through gross negligence, the Customer remains at liberty to prove that greater damage was actually incurred however. The general liability limitations set out in clause 27 of this Service Level Agreement will apply in this case.

(5) The onus to prove the non-availability will rest with the Customer. ProMinent reserves the right to provide evidence to the contrary.

(6) When calculating non-availability times, only those periods of non-availability whose cause ProMinent had control over and attributable to ProMinent will be included. In particular therefore, downtimes caused by the following will not be included in the non-availability times:

- Improper use or incorrect installation/assembly of the Gateway or Product where said misuse or incorrect installation/assembly is attributable to the Customer;
- Incorrect installation of the devices necessary for the internet connection;
- Product failure due to maintenance not carried out or other circumstances attributable to the Customer;
- Power failures on the Gateway or the Product;
- Failure to record data, in particular due to the Product not being used or being stopped;
- Technical problems at the Customer's end with accessing the Customer Account on the Platform;
- Other circumstances under the Customer's control;
- Failure of the mobile network attributable solely to the Customer or to the mobile provider, or via another connection for using the 4.0 Services, for example a WiFi connection; or
- Force Majeure.

14. Data Transfer Availability

(1) The use of publicly accessible networks, whether the mobile network or the internet via cable-based or wireless access points, always carries a risk of availability failures and/or limitations which are not attributable to the Customer or ProMinent and which are beyond the control of both parties.

(2) Given the foregoing principles in (1), ProMinent cannot guarantee or warrant uninterrupted availability of the mobile connection or a WiFi

connection for data transfers. Transfer errors or incompleteness of measured values due to, in particular, the non-availability of any piece of hardware involved in the communication or interruptions to the connection, can therefore also not be ruled out while providing the contractual services during the normal daily operations.

(3) The Customer is aware of the fact therefore that when collecting and transferring measured values, omissions can occur in the measured values records retrievable via the Platform at any time which are not attributable to ProMinent because of the situation described above. ProMinent will not be liable for such omissions in data due to the failure of or interruptions to the mobile phone network, or any other connection for use of the 4.0 Services, for example a WiFi connection, not attributable to ProMinent.

15. Availability, Response Time and Accuracy of Notification Function

(1) Since the notifications described in clause 11 of this Service Level Agreement are sent to the customer by e-mail via the internet, and since a notification can only be triggered when the measured values collected are correctly sent to ProMinent via the mobile phone network, or via another connection for use of the 4.0 Services, for example a WiFi connection, and have been automatically compared against the threshold values, delays and failures can naturally occur in the notification function. In light of the foregoing, ProMinent does not provide any warranty that Customers will be notified correctly and at any time in accordance with the predefined threshold values on the Platform as part of the normal operation of the 4.0 Services.

(2) Subject to the general availability of the 4.0 Services pursuant to clause 13 of this Service Level Agreement, ProMinent will endeavour to ensure that in normal operation the measured values received and saved at ProMinent – in other words, transferred to ProMinent in full by the Gateway – are processed in less than one (1) minute by ProMinent and that an e-mail notification is sent to the e-mail address predefined by the Customer within that same period. ProMinent has no influence over how long it then takes for that e-mail to be received in the Customer's inbox. Overall therefore, the complete and/or timely receipt of notifications by the Customer is not included within the scope of the 4.0 Services.

(3) For technical reasons and due to external environmental influences on the Product, measured values that are not technically 100% correct may be collected. False notifications due to deviations in the measured values from the actual situation on the Product can therefore not be ruled out during normal operation.

16. Update Frequency

(1) The analyses that can be retrieved on the Platform include the last measured values transferred to ProMinent. Due to technical

influences, and in particular due to the duration of the data transfer via the internet or across the mobile phone network, during normal operation it may be that the analyses available on the Platform do not reflect the Customer's Account at the actual time of the retrieval. There is no real-time transfer.

(2) Where only one Product is operated with a Gateway, in normal operation, there can be delays of up to ten (10) minutes between the data collection on the Product and the availability of the analyses on the Platform ("**Standard Provisioning Time**"). The more Products that are connected to a Gateway, the longer the transfer to ProMinent may take technically and the lower the update frequency of the analyses on the Platform. Therefore, if multiple Products are connected with one Gateway at the Customer's premises, this will extend the Standard Provisioning Time for the customer-specific measured values and analyses in normal operation by one (1) minute per additional Product connected to the Gateway.

Collection, Transfer, Storage and Use of Data

17. Measured values

(1) Depending on the Product, the measured values collected on the Product by ProMinent may include, for example, information about dosed quantities, stroke rate, operating mode, determined system pressure, pH value, error flags, duration, time and flow volume.

(2) The Customer will be responsible for ensuring that the collection of such data by ProMinent is permitted at the site of the Product. All consents and/or approvals required for this must be obtained by the Customer.

(3) The measured values collected belong exclusively to ProMinent. They will be made available for the Customer's use however for the duration of the agreement under the terms and conditions of the Service Level Agreement. When handling the measured values, ProMinent will take adequate account of any confidentiality interests the Customer may have.

(4) Personal data is not collected when measured values are collected. ProMinent is however able to attribute the measured values to a specific Product and therefore also to the Customer. This is necessary for the customer-specific assignment of the Products to a Customer Account and for analysis of the data as part of the 4.0 Services.

(5) ProMinent reserves the right to reduce or expand the scope of the data collection (e.g. collection on an additional date, other variables, additional measured values, etc.).

(6) Upon request sent in writing or in electronic form, ProMinent will inform the Customer whether measured values are being collected, or have

already been saved, in relation to the Product in question, and which measured values are/were involved.

(7) The Customer may freely use the customer-specific measured values. This information will continue to be available to the Customer even after the end of the agreement subject to the provisions of clause 9 of this Service Level Agreement.

18. Analyses

(1) ProMinent will make the analyses relating to the customer-specific measured values available to the Customer via the Platform. The customer-specific analyses will only be made accessible to third parties by ProMinent for the purposes of fulfilling this SLA.

(2) The Customer may freely use the customer-specific analyses. This information will be available to the Customer on the Platform until the end of the agreement subject to the provisions of clause 9 of this Service Level Agreement.

19. Data Transfer

(1) ProMinent will be responsible for transferring the measured values from the Gateway to its own systems via an internet connection to be provided by the Customer e.g. via WiFi. The Gateway has a built-in SSL-encrypted connection (HTTPS) for this purpose.

(2) The measured values will be transferred by ProMinent at predefined intervals (currently < one (1) minute per interval per Product connected to a Gateway) from the Gateway to ProMinent. There is no continuous transfer of the measured values. The period of time required to transfer the data between the Gateway and ProMinent depends largely on the quality of the internet connection and on the number of Products connected to a Gateway.

20. Data Storage

Measured values and analyses are currently only stored by ProMinent on ProMinent GmbH servers or on servers belonging to other companies affiliated with ProMinent GmbH. ProMinent reserves the right however to outsource the storage and processing of this information to another third-party service provider as defined in clause 29 of this Service Level Agreement at any time while maintaining reasonable standards of security.

21. Use of Data

(1) All measured values collected belong to ProMinent. They will be collected, transferred, saved, processed and used by ProMinent primarily for the purpose of providing the 4.0 Services.

(2) ProMinent also collects, transfers, stores, processes and uses the measured values for its own purposes, in particular to improve the 4.0 Services, improve and further develop the Products, and to develop new and improved products and services or review existing ones (for example, proactive supply of replacement parts, ensuring maintenance and

monitoring performance targets, etc.). This use is not limited to the term of the agreement.

(3) Any further use will only take place in aggregated form so that the information cannot be assigned to a specific Product or a specific Customer.

Data Security and Data Protection

22. Basic Concept

The Customer and ProMinent hereby conclude the SLA in awareness of the fact that, regardless of the degree of care, absolute data security and complete data protection is not technically possible when using internet connections and web-based services. Even encrypted transfers and high security standards do not constitute comprehensive protection against access to the measured values and analyses by unauthorised third parties.

23. Data Security

ProMinent and ProMinent GmbH will protect their own systems from third-party access, or against loss and corruption of the measured values collected, using appropriate security measures tested by ProMinent. The parties also agree that absolute protection is not possible, in particular in view of the communication networks.

24. Data Protection

(1) The contracting parties undertake to comply with the applicable data protection provisions, in particular the stipulations of the German Federal Data Protection Act and, from 25 May 2018, the provisions of the EU General Data Protection Regulation 2016/679.

(2) The responsible Data Protection Officer at ProMinent is: Robert Gärtner, Im Schuhmachergewann 5-11, 69123 Heidelberg, gaertner.robert@prominent.com.

25. Confidentiality

Where measured values or analyses can be attributed to a specific Customer, ProMinent will treat these as strictly confidential. This does not apply to aggregate information which can no longer be related to the Customer or to individual Products or their operators.

26. Data Backup, Data Gaps

(1) Even backing data up regularly cannot avoid the loss of information that has just been collected and thus not yet backed up. Within the realms of what is economically feasible however, ProMinent will endeavour to back up the stored measured values and analyses carefully, regularly and comprehensively to protect against data loss. For this purpose, complete data backups will be made to the server by ProMinent, or by third parties commissioned by ProMinent, at least once a day.

There is no continuous mirroring in real time, and thus no backup of the measured values at all times.

(2) With this in mind, the Customer acknowledges that in certain technical circumstances, in spite of the security measures employed by ProMinent, a partial loss of the measured values or analyses collected and saved but not yet backed up may occur. The security standard described in clause 26 (1) will be the agreed contractual standard. Any data loss caused as a result of this security standard, unless it is also attributable to ProMinent, will not entitle the Customer to claim compensation from ProMinent.

Liability

27. Liability Limitation

(1) ProMinent will be liable without limitation

- For loss or damage resulting from death, bodily injury, or harm to health;
- For culpable violations of contractual cardinal duties;
- In cases of wilful or grossly negligent breaches of obligations; and in cases of
- Mandatory non-excludable liability, for example liability under the German Product Liability Act.

(2) Apart from the cases of unlimited liability set out in clause 27 (1), ProMinent will only be liable for the foreseeable and typically occurring damage and not for lost profit, production losses, downtimes, unrealised savings and other consequential or indirect damages.

(3) Apart from the cases of unlimited liability set out in clause 27 (1), in terms of amount, ProMinent's liability under the SLA will be limited to a maximum of EUR 250,000.00 (net) in total per instance of loss or damage.

(4) The foregoing liability exclusions and limitations will also apply to the same extent as described to ProMinent's organs, legal representatives, employees and other vicarious agents.

(5) ProMinent will not accept any liability in respect of the availability of the internet connection which is a requirement for use of the 4.0 Services.

Miscellaneous Contractual Terms and Conditions

28. Amendments to the Service Level Agreement

(1) ProMinent reserves the right to change or supplement the Service Level Agreement at any time. The Customer will be sent an updated version of the Service Level Agreement at the e-mail

address entered by them in the Platform Customer Account two (2) weeks at the latest prior to the planned changes taking effect. The changes will take effect upon the date specified by ProMinent unless the Customer objects within three (3) weeks following receipt of the notification from ProMinent. Such objections should be sent by e-mail (writing or electronic format) to:

dulconnex@prominent.com

(2) In the case of a major expansion or limitation of the scope of the services, the contracting parties will mutually agree upon an appropriate change to the remuneration.

(3) Reference is hereby made to the extraordinary rights of termination in clause 32 (p) and clause 33 (h).

29. Third-Party Service Providers

(1) During the course of providing the 4.0 Services, ProMinent will be entitled to make use of third parties ("**Third-Party Service Providers**"). Where necessary for data collection, data storage, data processing or other contract execution, ProMinent may employ such Third-Party Service Providers at its own discretion. No prior consent is required from the Customer for this.

(2) Where necessary, the collected and/or saved measured values and analyses will be forwarded to these Third-Party Service Providers. ProMinent will subject the Third-Party Service Providers to at least the same obligations in terms of data security, data protection and confidentiality as ProMinent itself owes the Customer in accordance with these terms and conditions.

Permitted Redistribution by Customers to Third-Party Customers

30. Redistribution by the Customer

(1) Where the Customer is not an end customer, but a Customer wishing to redistribute the Product and/or Gateway to third parties as end customers ("**Third-Party End Customers**"), ProMinent will permit the Customer to perform such redistribution of the 4.0 Services for the Product, and therefore also use of the Gateway at a Third-Party End Customer's premises and use of the Platform by a Third-Party End Customer, under the following terms and conditions:

- ProMinent will not accept any liability in respect of the Third-Party End Customers under the SLA or a PO, apart from the mandatory liability towards third parties.
- The Customer undertakes to fully inform the Third-Party End Customers about how the hardware works and, in particular, about the nature and scope of the data collection, transfer,

storage and processing by ProMinent, and to agree the fundamental obligations of this contractual relationship in this respect with the Third-Party End Customers as well (in particular, the "Hardware", "Platform", "Availability, Completeness and Currency of the 4.0 Services", "Collection, Transfer, Storage and Use of Data" and "Data Security and Data Protection" sections of the Service Level Agreement).

- The Customer will remain obligated to ProMinent to the full extent under the terms and conditions set out in the SLA as ProMinent's contracting partner.
 - In the relationship between the Third-Party End Customer and the Customer, the services in the SLA constitute the Customer's services which ProMinent provides for the Customer.
 - Acts and omissions contrary to the terms and conditions of the SLA and breaches of obligations by the Third-Party End Customers, or their representatives, will be attributed to the Customer under the SLA.
 - Exclusive access to all of the Customer Accounts (in particular, the Customer Account acting as the Admin Account) associated with the Gateway/Product to be redistributed must be granted to the Third-Party End Customer by the Customer. Following redistribution of the Product to the Third-Party End Customer, the Customer will be prohibited from requesting the 4.0 Services via its own Customer Account for the redistributed Product, unless otherwise agreed upon in writing. Continued access for the Customer to product-specific information/measurement values via one of the Customer's Customer Accounts will require the express consent of the Third-Party End Customer granted to the Customer. The Customer will be responsible for obtaining this consent from the Third-Party End Customer, and will provide ProMinent with evidence thereof upon the latter's request.
 - The Customer must provide the Third-Party End Customer's name upon ProMinent's request.
- (2) ProMinent may revoke the permission to redistribute granted under clause 30 (1) at any time for good cause based on the identity of the Third-Party End Customer. ProMinent must provide the Customer with details of the good cause. Good cause shall be present, in particular, where
- The Third-Party End Customer otherwise commits an act which would constitute a serious breach of obligation under the SLA and would impact upon ProMinent's interests or the provision of the 4.0 Services, or
 - Where the Third-Party End Customer is a competitor of ProMinent.

(3) Any other transfer for use to third parties, even temporarily or free of charge, will also be deemed redistribution to Third-Party End Customers.

Notice and Termination of Agreement

31. Ordinary Termination

(1) Notwithstanding any extraordinary rights of termination, during the agreement term as defined in clause 2 (2) of this Service Level Agreement, both parties will have an ordinary right to terminate the SLA at the end of each calendar month only with four (4) calendar weeks' notice.

(2) Each contracting party will be entitled to terminate the SLA extraordinarily for good cause and with immediate effect pursuant to clauses 32 and 33.

32. Extraordinary Termination by ProMinent

ProMinent may terminate the SLA extraordinarily without notice for good cause and with immediate effect. For the purposes of this clause, good cause will be present in the following scenarios in particular:

(a) Where it only becomes apparent after installing a Gateway that a mobile phone connection, or other connection for use of the 4.0 Services, for example a WiFi connection, that is adequate for the data transfer is not possible at the Customer's chosen point of use for the Gateway, and the Customer does not, or cannot, choose a place of use at which an adequate mobile connection, or other connection for use of the 4.0 Services, for example a WiFi connection, can be established after being informed about this situation by ProMinent.

(b) Where the availability of the mobile connection, or WiFi connection, changes at a later point in time (in particular due to changes in the mobile provider's network load or subsequent failure or worsening of the mobile reception at the hardware's point of use due to reasons attributable to the mobile provider or the Customer) such that there is no longer a mobile connection, or other connection for use of the 4.0 Services, for example a WiFi connection, at the Gateway point of use that is adequate for the data transfer, and where the Customer does not or cannot remedy this within four (4) weeks of being informed about the situation by ProMinent.

(c) Where provision of the service has been rendered impossible for a continuous period of at least four (4) weeks or has been impossible with only brief interruptions for a period of at least four (4) weeks, due to the presence of Force Majeure.

(d) (not applicable)

(e) (not applicable)

(f) (not applicable)

(g) Where the Customer is in default with the payment of at least two monthly Total Costs and has not settled the outstanding amount in spite of two payment requests.

(h) Where there is a threat of insolvency on the part of the Customer (for example, where insolvency proceedings have been initiated against the Customer's assets, where such initiation has been rejected on the grounds of the lack of assets, or where the Customer itself has filed insolvency proceedings).

(i) If ProMinent ceases to provide the 4.0 Services completely with at least four (4) weeks' advance notice.

(j) Where the Customer otherwise commits a serious breach of its contractual obligations.

(k) When the underlying supply agreement for the Product has been effectively cancelled or terminated or is null and void or reversed for some other reason.

(l) Where there is an excessive volume of data requests via the Customer's Customer Account that is beyond normal usage (including automated polling of data, robot-based continuous requests, denial-of-service attacks, etc.).

(n) In the case of redistribution to Third-Party End Customers without complying with the terms and conditions set out in clause 30 of this Service Level Agreement.

(p) Where the Customer objects to an amendment to the Service Level Agreement as defined in clause 28 of the Service Level Agreement.

33. Extraordinary Termination by the Customer

The Customer may terminate the SLA extraordinarily without notice for good cause and with immediate effect. For the purposes of this clause, good cause will be present in the following scenarios in particular:

(a) Where it only becomes apparent after installation of the Gateway that a mobile connection, or a WiFi connection, that is adequate for the data transfer is not possible at the Gateway point of use for the Product and cannot be established through reasonable measures by the Customer.

(b) Where the availability of the mobile connection, or other connection for use of the 4.0 Services, for example a WiFi internet connection, changes at a later point in time (in particular due to changes in the mobile provider's network load or subsequent failure or worsening of the mobile reception at the possible Gateway points of use for reasons solely attributable to the mobile provider and not the Customer) such that a mobile connection, or other connection for use of the 4.0 Services, for example a WiFi internet connection, at the Gateway point of use that is

adequate for the data transfer cannot be established by the Customer through reasonable measures within four (4) weeks.

- (c) Where provision of the service has been rendered impossible for a continuous period of at least four (4) weeks or has been impossible with only brief interruptions for a period of at least four (4) weeks, due to the presence of Force Majeure.
- (d) Where the Customer no longer uses the Product linked to the Gateway at all.
- (e) When the underlying supply agreement for the Product has been effectively cancelled or terminated or is null and void or reversed for some other reason.
- (f) Where the general minimum availability defined in clause 13 of the Service Level Agreement has not been met for more than three (3) consecutive months.
- (g) Where the availability and update values for normal operation defined in clauses 15 and 16 of the Service Level Agreement have not been complied with and ProMinent is also unable to restore compliance with these values within one (1) week following notification sent in writing or electronic format.
- (h) Where ProMinent significantly limits the scope of the services described in clause 7 (6) of the Service Level Agreement.

34. Force majeure

- (1) For the purposes of the Service Agreement, and in particular the foregoing termination regulations, "**Force Majeure**" means external, unusual and unforeseeable events which could not be prevented even with extreme diligence by all parties involved. This includes events occurring through no fault of the parties, including in particular fires earthquakes, war, riots, mobilisation, natural disasters, strikes, lockouts, the collapse or fundamental disruption of the mobile phone network or the internet, or fundamental disruptions to the energy supply and supply of raw materials.
- (2) The party affected by the Force Majeure will be released from its obligation to perform for the duration of the Force Majeure. Force Majeure, within the meaning of the contractual definition, will not give rise to claims for either party. Any contractual deadlines for performance will be extended in line

with the inability to perform due to the Force Majeure.

- (3) In the event of an incident of Force Majeure, the affected party will notify the other party immediately but not later than fourteen (14) calendar days following knowledge of the incident. In this notice, the party must describe the incident that has occurred in more detail and must indicate which contractual obligations it cannot fulfil, or may only be able to fulfil with a delay, as a result.

35. Effects of Termination on the Product Supply Agreement

- (1) The supply agreement for the Product, which is separate to the SLA, will remain unaffected by any termination of the SLA providing conventional use of the Product (without using the 4.0 Services) is technically feasible at the intended point of use.
- (2) Barring any regulations to the contrary in the supply agreement for the Product, termination of the SLA will also not form the basis of any right of termination for the Product supply agreement.

Final Provisions

36. Applicable Law

The law of the Federal Republic of Germany will apply exclusively. Application of the UN Convention on Contracts for the International Sale of Goods is hereby excluded even where it has become national law.

37. Place of Jurisdiction

The sole place of jurisdiction for all disputes arising under or in connection with the Service Agreement will be the courts of Heidelberg.

38. Severability Clause

- (1) In the event of individual provisions of the SLA, or parts thereof, being invalid or unfeasible, or becoming invalid or unfeasible after conclusion of the agreement, the validity of the remainder of the SLA will not be affected.
- (2) The invalid or unfeasible provision should be replaced with a valid and feasible clause which most closely reflects the economic purpose the parties were pursuing with the invalid or unfeasible clause. The foregoing provisions will also apply accordingly in the case of omissions in the SLA.