

In addition to the "General Terms of Service," the following "REMOTE SERVICE TERMS AND CONDITIONS" shall apply:

1. Subject Matter of the Contract/Description of Services

1.1. Remote Diagnosis

1.1.1. Determination of the actual condition (inspection):

The Contractor records the current processes and recordings of the machine/system by accessing, via telecommunication means, the terminal devices specified in the Service Agreement.

1.1.2. Data comparison/deviations:

The Contractor analyzes the recorded data and processes for deviations between the actual and target condition.

1.1.3. Identifying the cause of the deviation: The Contractor analyzes identified deviations to determine their causes.

1.2. Remote Repair and Remote Maintenance

1.2.1. Alternative 1 (continuous remote diagnosis):

If, in the course of the remote diagnosis, the Contractor identifies deviations requiring action, it shall carry out repair and maintenance work to the extent this is possible using the agreed telecommunication means.

1.2.2. Alternative 2 (non-continuous remote diagnosis):

If, in the course of the remote diagnosis, the Contractor identifies deviations requiring action, it shall support the Client with repair and maintenance to the extent this is possible using the agreed telecommunication means and the telephone hotline.

1.3. Other Measures and Services

1.3.1. Further maintenance and repair measures: If the system cannot be repaired, or cannot be fully repaired, by telecommunicative measures (remote maintenance and/or repair) within the meaning of Article 1.2., the Contractor shall notify the Client accordingly.

1.3.2. Other services:

Measures that go beyond the maintenance services provided for in these terms, such as commissioning work, shall be carried out by the Contractor at the Client's request, subject to a separate written agreement.

1.3.3. Documentation:

The Contractor shall record the essential data of the system/processes and/or the deviations identified through the remote diagnosis. Upon completion of repair and/or maintenance work within the meaning of Articles 1.2. or 1.3., the Contractor shall inform the Client about the work it has carried out and, upon request, shall provide the Client with the reports and, if applicable, any other required documentation.

1.4. Limits of Service

1.4.1. Exclusions of service:

If, in connection with the services under Articles 1.1.2. and 1.1.3., the Contractor determines that the deviations are due to external force, other unforeseeable influences, improper operation, or failure to observe the installation or environmental conditions specified by the manufacturer, it shall not be obliged to carry out remote repair under Article 1.2. or services within the meaning of Article 1.3. The same applies if the Client modifies the software or the software environment, including the hardware. In such cases, the contracting parties shall endeavor to work out a joint approach and the steps required for it.

1.4.2. Distinction from the warranty of function:

The Contractor assumes the obligations

listed in detail in the Service Agreement. This does not include any warranty that all existing damage and defects of the machine/system will be diagnosed and remedied through the contractual services, nor any warranty for the functionality of the machine/system.

1.4.3. When providing the services covered by the contract, these are always subject to the availability of the telecommunication means and the reasonable feasibility of the respective implementation.

2. Data Transmission

2.1. Equipment

The agreed telecommunication means are available for the services. Each contracting party is responsible for maintaining and operating its own facilities. The services are based on the data transmission technology existing at the time the contract is concluded, in particular the data transmission paths. Where necessary, these shall be adapted to technical progress. Any resulting costs shall be borne by the Client, unless the technical improvement benefits only the Contractor.

2.2. Data Transmission Paths

The contracting parties are each responsible for the operation and maintenance of their systems up to their respective transition points to the internet (router). In the event of a failure of the data transmission path between the transition points, in particular due to disruptions in the transmission paths, the Contractor is released from its performance obligations under Articles 1.1. and 1.2. This also applies to cases in which the transmission paths are disrupted so persistently that the Contractor is unable to properly perform its services. In such cases, the Contractor shall notify the Client without delay that the transmission paths are disrupted.

2.3. Initialization Mode

If needed, the Client activates the remote service facility. Upon completion of the remote service session, the Client shall terminate the connection with the Contractor following consultation. The Contractor shall not be held responsible for any costs/damages arising from a connection that has not been terminated.

3. Confidentiality and Data Security

3.1. Confidentiality of Access Credentials

The access credentials for the EIRICH Remote Service Server are stored as files on the Client's remote service PC. The Client shall ensure that this information is not disclosed to third parties.

3.2. Confidential treatment of the Client's data: the contracting parties agree that all Client data and other information of the Client concerning production secrets, relevant product-related data, etc. exchanged in the course of the Remote Service may be used by the Contractor exclusively for the services defined in the Service Agreement. Marketing of this information for its own account or transfer of knowledge to third parties is not permitted. The Contractor undertakes to impose corresponding obligations on the employees involved in the Remote Service.

3.3. Virus Protection

The contracting parties shall take appropriate precautions, in line with the state of the art, to prevent the intrusion of viruses into the software of the other party. Any antivirus programs used by the Client shall be coordinated with the Contractor in order to avoid disruptions to the Remote Service. Should malicious software (viruses, spyware, etc.) occur at either of the

contracting parties that impairs the Remote Service or that could be transmitted to the systems of the other contracting party, the other contracting party shall be notified without delay in writing.

4. Client's Duties to Cooperate

4.1. Duty to Maintain Facilities

The Client shall provide and maintain the specified technical facilities, as well as the necessary communication connections, in good working order.

4.2. Duty to Inform of Technical Changes: technical changes that the Client makes to the technical environment, insofar as they may affect the agreed Remote Service, must be communicated in advance in text form and, if applicable, coordinated with the Contractor. This applies in particular – but not exclusively – to modifications to the control hardware/software, changes in use, changes to the machine's surroundings, changes to the configuration, and modifications made by third parties.

4.3. Assistance with Error Reports

When identifying, narrowing down, reporting, and describing errors, the Client must follow the instructions given by the Contractor. Where applicable, the Client must use the Contractor's checklists. The Client shall keep technically and linguistically trained personnel available for the Remote Service. In the case of error reports and questions, the Client shall, where any uncertainties exist, provide the Contractor with additional information and documents.

4.4. Ensuring Safety/Duty of Supervision

In cases where the Remote Service or the services to be performed by the Contractor could pose a risk to persons or property, the Client shall, for reasons of its duty of supervision, confirm that the intended measures can be carried out safely. In particular, the Client shall ensure that, in connection with the performance of the service, no persons on its premises are endangered and no property damage can occur.

5. Applicable Law, Jurisdiction

The parties shall endeavor to resolve amicably all disputes arising from this contract, including those concerning its validity, regardless of whether they arose during the term of the contract or up until the end of the warranty period.

If no agreement can be reached and the Client is domiciled in the Federal Republic of Germany, the matter shall be finally decided in accordance with the arbitration rules of the German Arbitration Institute (DIS), to the exclusion of ordinary courts. The place of arbitration shall be Frankfurt/Main. German substantive law shall apply.

If, however, the Client is domiciled outside the Federal Republic of Germany, the matter shall be finally decided in accordance with the arbitration rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed under those rules. The place of arbitration shall be Geneva. Swiss substantive law shall apply. The language of the proceedings shall be German or English.