

Terms of Use
Lenze X4 Asset Performance Platform

1. General

1.1 We, **Lenze SE ("Lenze")**, Hans-Lenze-Str. 1, 31855 Aerzen, Germany, registered at the local court of Hannover (HRB 204803), offer registered users cloud-based services on our internet-based X4 Asset Performance Platform for the simple management of machines and plants. Prerequisites for the use of the services are, in addition to the proper registration of a company account, the acceptance of these Terms of Use.

- After acceptance of the Terms of Use, registered users receive access to the X4 Asset Performance Platform.
- The X4 Asset Performance Platform provides cloud-based services for the management of machinery and equipment. These services include asset management, ticket management and a dashboard. Furthermore, the possibility to manage user rights registered to the company account.
- The X4 Asset Performance Platform range of functions can be extended by adding further services, which are usually subject to a fee. These additional services can include, for example, extended monitoring and evaluation functions for machines and machine data. For example, a connection of the X4 Asset Performance Platform to our X4 Remote Service enables the display of real-time information of the machines connected to the Internet in the X4 Asset Performance Platform.
- For the system requirements necessary to use our cloud-based services and computer software, please refer to the information on our website.

1.2 Please note that our **service offer is exclusively directed to entrepreneurs** within the meaning of Section 14 of the German Civil Code (BGB).

1.3 These Terms of Use apply to all services and their content that we offer for use in our X4 Asset Performance Platform. For the use of additional services, the Special Terms of Use of the respective service apply in addition. You have the option to view, print and save the Terms of Use in reproducible form during registration and each time you visit our website.

- 1.4 We are entitled to change our Terms of Use with your consent. Consent to such a change shall be deemed to have been given if we notify you of the amendment in textual form and you do not object to the amendment within four weeks of receiving the amendment notification. We will specifically inform you of the consequences of failure to object in the amendment notification.
- 1.5 Unless we expressly agree to their validity in textual form, your deviating, conflicting or supplementary general terms and conditions shall not become part of the contract even if we do not expressly object to their inclusion.
- 1.6 We reserve the right to discontinue the operation of the services subject to the notice period pursuant to Section 11.1is no claim to the maintenance of individual functions or services of the X4 Asset Performance Platform.

2. Conclusion of contract for the use of the Internet portal X4 Asset Performance Platform

- 2.1 The contract for the opening of a company account and the use of the X4 Asset Performance Platform is concluded with our declaration of acceptance of your registration application or by activation of the account. We can accept the registration application within three working days from receipt of the application. A confirmation of receipt, which is optional towards entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), does not constitute a legally binding acceptance of your registration application. However, we are entitled to combine the confirmation of receipt with the declaration of acceptance.
- 2.2 **By submitting your registration application, you warrant that the data you entered in the registration form is correct and complete.** You are obliged to inform us immediately of any changes or to update them via the profile settings. In the event of a violation of the above provisions, we are entitled to block your access to our services and to terminate the user relationship.

3. User access (account)

- 3.1 Our X4 Asset Performance Platform is password-protected and can be accessed with the user access data assigned to you (account). You are obliged to treat the data of your user access confidentially and to change the password at regular intervals. You

are obliged to keep the account information secret and to prevent unauthorized use of this data by third parties.

- 3.2 When a company account is opened, an initial user account is also automatically created. This user account has all the administrative rights to manage a company account and the user accounts associated with it.

For each **company account**, additional **user accounts** can be registered within the service portal. The holder of the company account shall ensure that the persons authorized by him to use the services also comply with the Terms of Use and only use the services as intended. The holder of the company account shall be liable to Lenze for actions and omissions of the users he has activated for use.

4. Use of the services, data limitation

- 4.1 We charge an annual fee (subscription fee) for the intended use of the basic functions of the X4 Asset Performance Platform.
- 4.2 All services to be provided by us are provided on the basis of the data recorded by the user. The services to be provided are thus based on the data quality and up-to-dateness of the data stored in the system.
- 4.3 The quantity structure for the use of the X4 Asset Performance Platform is based on the quantities agreed when the respective contract is concluded. This quantity structure includes the number of managed machines, the number of possible users and the storage space. If the agreed quantity structure is exceeded (over-utilisation), it is possible to book additional quotas to the quantity structure for a fee. We are entitled to invoice the overuse subsequently or alternatively to restrict the overuse technically.
- 4.4 The user shall ensure that his use complies at all times with the requirements of these General Terms of Use, the respective Special Terms of Use for additionally booked services and the applicable laws. He indemnifies us against all damages resulting from non-compliance with the Terms of Use or use of the services for illegal purposes. We are entitled to block access in whole or in part at any time if there is a suspicion of use in violation of the contract or the law.
- 4.5 In particular, the following uses are prohibited:
- the storage and distribution of malware;

- circumvention of technical security measures of the X4 Asset Performance Platform and the underlying computer systems;
- inappropriate or disproportionate use of the provided infrastructure by disregarding the specifications on bandwidth usage (cf. information on specific bandwidth usage on our website);
- removal of trademarks, copyright marks and other signs from the services.

5. Installation and configuration

All cloud-based services provided by the X4 Asset Performance Platform must be configured autonomously by the user. Any computer software provided must be installed and configured by the user. Any installation and use of the services and software requires that the user provides the necessary system requirements at his own expense (e.g. Internet access; PC; sufficient user rights on the PC; sufficient knowledge of his own industrial equipment).

6. Service availability

- 6.1 We strive for a disturbance-free operation of the platform and its services and aim for an annual average availability of 99%. There is no claim to constant and uninterrupted availability of the services. Particularly for maintenance purposes, we reserve the right to shut down or restrict the services in whole or in part.
- 6.2 The user is obliged to notify us immediately and as precisely as possible of functional failures and other malfunctions in the services. The user shall report malfunctions via the reporting system set up by Lenze (accessible at support@lenze.digital). The report must describe the malfunction in detail:
- Subject: Error in X4 Asset Performance Platform
 - Description of the malfunction (attach screenshots if possible)
 - When did the malfunction occur?
 - What is the effect of the malfunction?
- 6.3 Malfunctions will be handled by our support team within a reasonable period of time.

7. Subcontractors

We are entitled to wholly or partially have the services to be rendered performed by subcontractors. This applies in particular to data center operations.

8. Support and data access

To ensure support services by Lenze, the holder of the company account must set up access for a Lenze support technician. For this purpose, the holder of the company account may create a user account with the necessary user rights for support technicians from Lenze for the desired duration of the support. Without setting up such a user account, it is not possible for Lenze to view the data and maintain the application.

9. Rights of use

- 9.1 By concluding these Terms of Use, we grant the user the right to use the X4 Asset Performance Platform functions for the duration of the user relationship as intended, either by himself or through his employees. This right is limited to the use for business purposes. If deemed necessary, additional services may be booked for a fee.
- 9.2 The holder of the company account grants Lenze a right of use, unlimited in time, space and content, to process and use the data processed in the X4 Asset Performance Platform in anonymized form. This is intended in particular to improve the services of the internet platform and other products of the Lenze Group.

10. Remuneration

- 10.1 The remuneration for the provision of the X4 Asset Performance Platform and other chargeable services shall be based on the prices agreed upon conclusion of the respective contract.
- 10.2 All price quotations are net prices and do not include the value added tax valid at the time of invoicing.
- 10.3 Lenze shall be entitled to restrict or block services if the user does not settle invoices within 30 days.

11. Termination

- 11.1 The user relationship may be terminated by either party at any time in textual form with a notice period of 30 days, but in the case of an existing subscription at the earliest at the end of the subscription period. In the event of termination, the right to use the user access shall expire.
- 11.2 The right to extraordinary termination for good cause remains unaffected.
- 11.3 Upon termination of the user relationship, your right to use the services expires. Three months after termination of the usage relationship, your company account including the user accounts set up under it will be deleted.

12. Liability

- 12.1 We shall be liable without limitation for damage caused intentionally or by gross negligence.
- 12.2 Lenze shall not be liable for breaches of duty caused by slight negligence, unless damage resulting from injury to life, limb or health or guarantees are affected or claims under the Product Liability Act are affected. Furthermore, liability for the breach of obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the user may regularly rely ("**material contractual obligations**") shall remain unaffected. The same shall apply to breaches of duty by Lenze's vicarious agents.
- 12.3 Insofar as Lenze is liable for the breach of material contractual obligations caused by slight negligence in accordance with Section 12.2 above, such liability shall be limited to the damage typical and foreseeable for transactions of the same type.
- 12.4 We are not liable for data loss if the damage is based on your failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

13. Data protection

- 13.1 We process personal data exclusively in accordance with the applicable data protection law.

- 13.2 We process the user data collected during the registration of the company account for the purpose of contract fulfillment according to Article 6 (1) sentence 1 lit. b GDPR. Within the scope of our contractual obligations, we will regularly monitor the provided services of the platform in order to detect malfunctions or to further develop and/or supplement these services if necessary. For further information on data protection, please refer to our privacy policy.
- 13.3 Insofar as we process data as a contractor in accordance with the instructions of the user when providing our services, the data processing is governed by Article 28 GDPR and the order processing agreement concluded for this purpose (**Appendix 1**).

14. Final provisions

- 14.1 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
- 14.2 Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the parties undertake to agree on the provision that comes closest to the economic purpose of the invalid provision.
- 14.3 The place of jurisdiction is Hanover.