

General Terms and Conditions for Remote Assist Services

Version 1.0

To be used in respect of a person exercising his/her commercial or independent business activity at the time of entering into the contract (entrepreneur).

The Principal hereby agrees upon these "General Terms and Conditions for Remote Assist Services" with SOMIC (hereinafter SOMIC). Through the Remote Assist Service to be provided as required, the Principal will receive support from qualified and trained personnel. Wherever possible, this will take place by means of online communication and data transmission. For this purpose, the Principal will provide trained personnel to carry out the Remote Assist Service at its end.

The contracting parties hereby agree that the responsibility and decision-making authority for operation of the system/machine will rest with the Principal. Unless expressly agreed to the contrary, Remote Assist Services may not take the place of regular maintenance of and technical safety checks on the system/machine.

This type of service is a service that is not standardised in practice. Both parties will therefore endeavour to find a mutually agreeable solution to any issues that may arise that can not be resolved, or resolved clearly, from the following agreements by amending or supplementing the agreed provisions. This will also apply in the case of rapidly evolving technological developments.

1. OBJECT OF THE AGREEMENT / SERVICE SPECIFICATION

1.1 Contractual Relationships

"SOMIC" will provide Remote Assist in the form of various service types. The Principal has either concluded a Remote Assist agreement with "SOMIC"

or places the order in question for the Remote Assist service (individual order) with "SOMIC" either in writing or by phoning the SOMIC hotline.

Remote Assist serves to diagnose faults that have occurred and record the current status of the system/machine via remote resources using the data and speech recorded. In so doing, "SOMIC" analyses the data and processes recorded for any deviations in the actual state from the target state.

1.2 Services

1.2.1 Remote Assist – Hotline

The service includes analysing and, where possible, rectifying system/machine faults through telephone assistance in accordance with the relevant service specification in the order and for that system/machine.

A separate hotline number will be enabled for the customer. This must be used to contact the service. This number can be reached at normal landline call charges.

Upon calling, the customer will need to provide a contact number for identification purposes.

1.2.2 Remote Assist – Online

The service includes analysing and, where possible, helping to rectify system/machine faults and helping to find a solution through an online connection to the system/machine in accordance with the relevant service specification in the order and for that system/machine.

1.2.3 Remote Assist – Remote

The service includes analysing logbook data and performing production analyses for process optimisation in accordance with the service specification in the order and for that system/machine.

1.3 Remote Assist Functions – Monitoring

The range of functions depends on the system/machine software version and technical advances. The Principal is aware that the scope of these functions will change over time. The current range of services offered by “SOMIC” as part of Remote Assist that are possible based on the system's/machine's technical equipment is therefore hereby agreed upon.

1.4 Other Measures and Services

If the Principal is unable to repair, or unable to fully repair, the system/machine through support with remote diagnostic measures by “SOMIC”, the parties must agree upon how to proceed. In particular, at the Principal's request, “SOMIC” will suggest further maintenance and repair measures through which proper operation of the system/machine can be ensured and will provide support in implementing the same. Unless otherwise indicated by the range of services in the agreement, a separate agreement must be concluded for this.

At the Principal's request, such services will be provided by a service technician on site. In the case of justified liability for defects under an existing contractual relationship between the parties, SOMIC will provide this free of charge, otherwise it will be billed in addition based on the services performed at SOMIC's current billing rates and based on the current terms and conditions for repairs and other contract work (separate contractual relationship). In this respect, spare parts will only be delivered on the basis of the current general terms and conditions for the supply of spare parts.

1.5 Performance Limits

In the event of deviations pursuant to clause 1.2 tracing back to external forces, damage, improper use,

non-compliance with the installation and environmental conditions stipulated by the manufacturer, insufficient or incorrect maintenance, force majeure or dirt, that are not attributable to SOMIC, still being caused by the function of the system/machine, SOMIC will only be obliged to provide the services in accordance with clause 1.2.1, 1.2.2 and 1.2.3, or other measures or services in accordance with clause 1.3 of this agreement, in accordance with SOMIC's current billing rates. This will apply in particular where a fixed rate price has been agreed upon or in the case of a defect rectification under a different contractual relationship between the contracting parties.

“SOMIC” will carry out the obligations specified in detail in that agreement. This will not entail any guarantee that all damage and defects in the system/machine will be diagnosed and rectified through the use of Remote Assist services or any guarantee of the system's/machine's functionality.

1.6 Documentation

“SOMIC” records the condition of the system/machine identified via remote diagnosis pursuant to clause 1.2, including any deviations detected. In so doing, the particular features of the service provided and the system/machine in question are taken into account.

All services provided over and above the remote diagnosis range of services are documented. The documentation is for information and acts as a receipt for the Principal as well as proof of the services provided by SOMIC.

2. ONLINE COMMUNICATION AND FRAMEWORK TERMS AND CONDITIONS

2.1 Technical Requirements

Remote Assist is performed by means of an internet connection. The Principal will be required to provide and maintain the necessary means of telecommunications free of charge (internet connection, in accordance with SOMIC's specifications).

Other requirements are that the system/machine and system/machine software must be in a technically sound and maintained condition and that no changes have been made to the installed system/machine software without SOMIC's consent. The system/machine must have the latest software installed relative to the online diagnostic module installed by SOMIC.

SOMIC will also be entitled to transmit the logbook data, for diagnostic purposes, via online access.

2.2 Data Transmission Channels

The parties are each responsible for operating and maintaining their systems. In the event of failure of the data transmission channel between the Principal and SOMIC, in particular due to disruptions to the transmission paths, and in the case of missing or insufficient data, "SOMIC" will be released from its performance obligations pursuant to clauses 1.2.1, 1.2.2 and 1.2.3 of this agreement.

3. CONFIDENTIALITY AND DATA SECURITY

3.1 User IDs

For assigned user IDs and passwords, the Principal must ensure that such information is only disclosed to authorised persons.

3.2 Confidential Treatment of Principal's Data

It is hereby agreed between the contracting parties that all of the Principal's data exchanged as part of the Remote Assist service, and other information pertaining to the Principal regarding production secrets, relevant product-specific data etc., may only be used for the services defined in this agreement. Such information may not be commercialised for personal gain or used to transfer knowledge to third

parties. "SOMIC" will be entitled to use such knowledge to improve its own products and services however.

3.3 Virus Protection

The contracting parties will take reasonable precautions in accordance with state-of-the-art technology to prevent viruses and other malicious software from penetrating the parties' software. In the event of viruses and other malicious software occurring in one of the contracting parties' systems, that may affect Remote Assist or could be transferred to the other contracting party's systems, the other contracting party must be notified thereof in writing immediately.

3.4 Data Backup

The Principal is obliged to perform data backups at regular intervals in accordance with state-of-the-art technology. In the event of the Principal failing to perform said backup or failing to do so in accordance with state-of-the-art technology, "SOMIC" will not be liable under the contractual agreements, in particular not within the meaning of clause 8 of these terms and conditions, for recovering data lost as a result of omitting to perform backups or failing to do so in accordance with state-of-the-art technology.

4. PRINCIPAL'S OBLIGATIONS TO COOPERATE

4.1 Initialization Mode

When the need arises, the Principal will activate Remote Assist by means of a call. SOMIC will then log in to the system/machine at the Principal's premises.

4.2 Assistance with Error Message

When detecting, isolating, reporting and describing errors, the Principal must follow the instructions given by SOMIC. Where applicable, the Principal must use SOMIC's configuration instructions / checklists.

The Principal's collaboration is needed for rectification. Professionally trained staff must be provided for this purpose. If anything is unclear, additional information and documentation must be sent to SOMIC.

4.3. Ensuring Security / Supervisory Obligation

In cases where Remote Assist could endanger people or property, due to its supervisory obligation, the Principal must issue an acknowledgement to the effect that the intended measures can be implemented without danger. If an acknowledgement is not possible for every system/machine on site, then the Principal must provide reliable protection against personal injury and damage to property. In particular, the Principal must ensure that no one on site at its premises is endangered in connection with performance of the service in any form whatsoever and regardless of the stage in question.

4.4. Training / System/Machine Maintenance

The Principal hereby undertakes to regularly and adequately train its specialist personnel on the technical service equipment required for Remote Assist (service terminal, configuration instructions, basic mechanical settings etc.). The Principal also undertakes to maintain the system/machine in accordance with the manufacturer's requirements and state-of-the-art technology. SOMIC will not be held responsible for any reduced system/machine performance caused by the Principal as a result of improper maintenance.

4.5 Principal's Notification Obligations

SOMIC must be notified in writing of any changes made to the system/machine or its environment by the Principal where such changes could have an impact upon the agreed Remote Assist.

4.6 Data Storage

The Principal hereby undertakes to create backup copies of all data prior to each use of Remote Assist in accordance with clause 1.2.

4.7 Payment of Costs

The Principal shall bear the costs of the obligations specified in clause 4. The Principal will also pay the connection charges for the telecommunications devices used by it.

5. REMUNERATION

The remuneration amount will be based on the **current price list**, in the absence of any agreement to the contrary concluded under a service agreement or on an individual contractual basis.

6. PERFORMANCE TIME

6.1 Remote Assist Availability

SOMIC undertakes to provide the agreed services at the following times:

Remote Assist: every working day 0:00-24:00 *

*Exceptions:

The hotline will not be available at the following times: 24.12. and 31.12. from 12.00 - 17.00 and 25.12. and 1.1. 0.00-24.00

Availability will also depend on how many customers call upon SOMIC's services simultaneously. Immediate availability can therefore not be guaranteed.

6.2 Force Majeure

Where provision of the services is delayed – even within any specified period – in cases of force majeure (including epidemics, war, civil war or circumstances similar to war or civil war or where such situations are imminent), or due to measures as part of industrial action, in particular strikes and lockouts, where the occurrence of such circumstances is not attributable to SOMIC, performance may be postponed until a reasonable period after the incident in question has ended if said incident has affected timely completion. SOMIC will inform the Principal about the occurrence and likely duration of such incidents in significant cases. The services may also be postponed by a reasonable period if the Principal is behind with its payments or other obligations under the agreement.

6.3 Delay

If the Principal incurs loss or damage as a result of a delay by SOMIC, it will be entitled to claim compensation for the delay. **A delay will be present after 2 hours at the earliest. Thereafter**, said compensation will be EUR 200.00 for every hour of delay for Remote Assist under clause 1.2.1 and Remote Assist services online under clause 1.2.2, up to a maximum of EUR 1000.00 per individual order, or per year for Remote Assist agreements, in total for all delays. In the event of the Principal granting SOMIC a reasonable period to perform beyond the due date, and failure to comply with said grace period, the Principal will be entitled to withdraw from an individual

order. Where a Remote Assist contract has been concluded, the Principal may terminate it where termination of the agreement is justified taking into account the interests of both parties.

No other claims exist – regardless of the provisions of clause 8.3.

7. LIABILITY FOR POOR PERFORMANCE AND DEFECTS

7.1 Supplementary Performance

SOMIC will provide the services in accordance with generally recognised technological practices. If the services are not performed in full or properly, SOMIC will be required to rectify this free of charge.

7.2 Reduction of Remuneration and Termination

If SOMIC fails to fulfil its supplementary performance obligation, the Principal will be entitled to grant a reasonable grace period. If SOMIC allows said grace period to elapse without action, the Principal may reduce the agreed remuneration or withdraw from an individual order. Where a Remote Assist contract has been concluded, the Principal may terminate it where termination of the agreement is justified taking into account the interests of both parties.

7.3 Compensation and Reimbursement of Futile Expenditure

For all other damages and futile expenditure, SOMIC will be liable within the framework of clause 8.

8. LIABILITY

SOMIC shall remedy all damage to the systems/machines forming the subject of the Remote Assist caused culpably by it, or by its vicarious agents, free of charge up to the value of three times the remuneration amount pursuant to clause 7.1. This will also apply to damage arising as a result of incorrectly performed maintenance or contract work on the system(s)/machine(s) in question.

The Principal may not assert any claims for compensation or the reimbursement of futile expenditure by SOMIC, or any claims due to inadequate or unsatisfactory advice, over and above the rights and claims granted to it in this agreement, irrespective of the legal basis thereof. In particular, no

liability will be accepted for faulty data lines, data corruption, data loss, transmission errors or the Principal's misconduct.

Regardless of the liability limitations in clause 9, "SOMIC" will however be liable for

- a) wilful acts or gross negligence on the part of its owners, executive bodies and vicarious agents
- b) culpable injury to life, limb or health
- c) the culpable violation of material contractual obligations, but limited to the type of damage typical of the agreement and foreseeable at the time of concluding the agreement
- d) the fraudulent or malicious concealment of defects
- e) specifically expressing a guarantee for the condition of an item.

The liability disclaimer will not apply where the business liability insurance taken out by "SOMIC" provides compensation. This will be based on the General Terms and Conditions of Liability Insurance for Liability Insurance.

Claims in accordance with the Product Liability Act will remain unaffected.

9. TRANSFERABILITY

SOMIC will be entitled to transfer its rights and obligations under this agreement to third parties.

10. LIMITATION PERIOD

The Principal's rights and claims under this agreement for inadequate performance or defects will expire within 12 months, starting from completion of the service in question. The liability period will be extended by the supplementary performance or defect rectification period. The statutory provisions will apply to claims under clause 8.3.

11. AGREEMENT TERM / TERMINATION

11.1 Extraordinary Termination

Both parties are entitled to terminate the agreement for good cause.

11.2 Consequences of a Termination

In the event of termination, no further Remote Assist services will be provided once the agreement ends. Provision of such services will require another express agreement.

12. MISCELLANEOUS

In the absence of any provisions in the Remote Assist agreement, the individual order or these general terms and conditions, the latest version of SOMIC's terms and conditions for maintenance and other commissioned work will also apply.

13. DRAFTING OF THE AGREEMENT

For Remote Assist agreements and individual orders drafted in German and English or in another language, the German language copy will apply. The copy in the other language is an unofficial copy for the contracting parties only.

The parties will communicate in German or English. This will apply in particular to the Contractor's services within the meaning of the Remote Assist services.

14. PLACE OF JURISDICTION, APPLICABLE LAW

German law will apply to the contractual relationship to the exclusion of the UN Convention on the International Sale of Goods.

The place of jurisdiction will be Traunstein.

SOMIC may also bring action in the place where the Principal is headquartered.