Terms of Use for the IoT platform

Provider of the IoT platform is Springer Maschinenfabrik GmbH Hans-Springer-Strasse 2, 9360 Friesach, Austria., tel.: +43 4268 2581 – 0, fax: +43 4268 2581 – 45, office@springer.eu.

The following terms of use (hereinafter referred to as the Terms of Use) provide the legal framework under which our IoT platform is used.

I.　　SCOPE

1.　　The business relationship for using the IoT platform (hereinafter referred to as the Platform) between Springer Maschinenfabrik GmbH (hereinafter referred to as Springer) and the User (hereinafter referred to as the User) is governed exclusively by the following Terms of Use in the version valid at the time.

2.　　The features/outlines specify the availability, scope and characteristics of the performance owed and the quality of each of the services. Springer provides the performance required to use the Platform based on these Terms of Use in conjunction with the descriptions of such performance in the version valid at the time, as well as any individual written agreements and the appendices thereto. Informal agreements by employees (also by e-mail) are null and void.

3.　　Springer will not accept any of the User's terms that depart from these Terms of Use unless Springer explicitly agrees thereto.

4.　　Springer reserves the right to amend and/or add to these Terms of Use or the content of the performance described in detail within a reasonable period of notice. Should Springer amend and/or add to these Terms of Use, it will send the User the amended version of the Terms of Use and highlight the amendments, in text form to the e-mail address provided by the User. Should the User not object in writing to the amended and/or supplemented version of the Terms of Use within four weeks after receiving them, the User will be deemed to have consented to the amended Terms of Use. Springer will inform the User of the consequences of failing to object when notifying the User of changes to the Terms of Use. If the User objects to the amended Terms of Use, then the contractual relationship for using the Platform will remain unchanged. However, in such case Springer is entitled to terminate the use of the Platform immediately. Should the provisions in the amended Terms of Use, or the amendments in the performance outline not be reasonable for the User, the User may terminate the contractual relationship governing the use of the Platform with immediate effect.

5.　　Otherwise, amendments to the Terms of Use can be agreed in writing at any time. Furthermore, Springer reserves the right to substitute performance with performance of a similar and equivalent nature. The same applies to updates and upgrades to ensure the state of the art is upheld

and should Springer need such updates and upgrades for operational reasons. If the User has to carry out modifications or replacements of the components provided by him or her as a result of services being substituted, he or she will bear the costs and expenses required for this himself or herself, unless explicitly agreed otherwise.

II. REGISTRATION AND USER ACCOUNT

1. Springer will give the User the access data (user name and password) required for the Platform. In order to be able to use the Platform, the User must enter this access data on the Platform and accept these Terms of Use.

2. The User must change the password during his or her first log-in. The User must keep all access data secret and inform Springer in writing without delay if the User's access data is disclosed to third parties. The User accepts full responsibility for all actions undertaken by third parties using his or her access data if the User is culpable.

3. Once the User has installed the app provided by Springer, he or she can also access the Platform via the app.

III. OBLIGATIONS ON THE PART OF THE USER

1. The User is responsible for creating and maintaining the technical conditions required in his or her sphere of operation to access the Platform. In particular, this includes but is not limited to the hardware and operating system used, access to the internet, interface specifications, IP address and access to the necessary technical systems.

2. Should the Platform be developed further, the User, after being informed accordingly by Springer, must make the required modifications to the IT systems he or she uses.

3. It is the User's responsibility to take appropriate precautions on a consistent basis to back up his or her data and in particular to apply back-up procedures commensurate with the quantity and importance of the data. Furthermore, the User must take the necessary precautions to back up his or her systems and, in particular, to apply protective measures to ward off malware.

4. For the term of the collaboration, the User must provide a designated contact and tell Springer the name of such person.

5. Should there be any disruptions to the use of the Platform, the User must inform Springer immediately. To start with, Springer will check whether the malfunction is Springer's responsibility. If the User is responsible for the malfunction and instructs Springer to remedy it, Springer is then

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entitled to charge a fee for such remedy on a time and material basis. If the User is not responsible for the malfunction, Springer will remedy the malfunction in line with the contractually agreed guarantee terms. Springer will not, in any event, accept liability for any consequential costs incurred by the User as a result of the remedying of the malfunction.

6.   Reselling or assigning services in connection with the use of the Platform by the User to third parties is only permitted if Springer has given written consent beforehand.

7.   Springer's services may only be used for the purpose agreed by contract. In this respect, the User will comply with any instructions, directives or conditions communicated by Springer. The User bears sole responsibility for the content transmitted by his or her hardware.

8.   It is the User's responsibility that Springer's services are not improperly used as follows:

- For purposes of fraud or other criminal acts,

- For transmitting or saving prohibited content,

- For transmitting or storing content protected by copyright if the User does not hold the required rights thereto,

- For attempts to gain prohibited access to third-party computer systems.

9.   The User undertakes to indemnify and hold Springer harmless in the event that claims are lodged against Springer under civil or criminal law, in or out of court, as a result of the User's improper conduct.

10.   The User acknowledges that all action taken by his or her employees or by third parties using the access data to the Platform are legally binding and may have commercial consequences.

11.   Should the User breach any of his or her duties, Springer is entitled to exclude the User immediately from using the Platform and to terminate the contract upon which such usage is based with the User without giving any notice. Springer also reserves the right to claim for damages from the User.

IV.   COPYRIGHTS

1.   For the term of use, the User has the non-exclusive and non-transferable right to use the Platform in accordance with the performance descriptions, as well as the usage and license provisions of third parties, for the contractually agreed purposes. Should the User culpably breach these Terms, the User must fully indemnify and hold Springer harmless.

2. The User is explicitly prohibited from copying, modifying, editing, redeveloping, renting out, leasing out or granting any rights to the Platform or parts thereof to third parties, whether in return for payment or free of charge.

3. Springer is not liable for changes to the Platform it has not carried out itself, changes to the necessary system settings or application errors. The guarantee and liability are limited to reproducible defects of the functions.

4. Unless otherwise agreed, the User obtains no rights to the Platform of any kind whatsoever.

5. The User is not entitled to use brands, elements of brands or logos used by Springer without Springer's consent.

V. PLATFORM AVAILABILITY

1. Springer aims to achieve a high average level of availability of the Platform. This does not apply to periods in which the Platform cannot be accessed due to other technical problems beyond Springer's control (in particular force majeure, fault of third parties). Also ruled out are scheduled maintenance that is either outside of normal business hours from Monday to Friday (taking into account public holidays) between 9:00 a.m. and 6:00 p.m. or announced in advance in accordance with point V.2.

2. Springer is entitled to disrupt the availability of the Platform for maintenance purposes or due to other technical requirements. If maintenance will result in an interruption to use of the Platform for more than 30 minutes within standard business hours from Monday to Friday (taking into account public holidays) between 9:00 a.m. and 6:00 p.m., Springer will announce this maintenance by e-mail and/or on the Platform itself. Such announcement will be made at least 24 hours in advance.

3. Disruptions to the availability of the Platform must be reported by the User immediately after these become known. When it receives reports of disruptions to availability, which have led to total Platform failure and these reports have been received during the support hours (Monday to Thursday between 9:00 a.m. and 6 p.m. and Friday between 9:00 and 5 p.m. taking into account public holidays), Springer will try to start rectifying these disruptions no later than the working day following the report thereof. Should minor malfunctions occur that do not result in total failure of the Platform and during ongoing operations, Springer will try to respond no later than two working days after it has received the report of the malfunction.

4. In periods during which the Platform is not available or only available to a limited extent, the User will have no entitlement to damages or to reduce the fee payable when disruptions occur in the following cases:

- Disruptions to the internet beyond Springer's control, or other circumstances beyond Springer's control, in particular force majeure;

- Disruptions due to scheduled maintenance, which, if necessary, are carried out between 6 a.m. and 8 a.m.;

- Vital unscheduled maintenance required to rectify malfunctions; or

- Disruptions due to a temporary lack of the technical conditions that must be provided by the User in order to access and operate the Platform, for example should the User's hardware malfunction.

5. Springer endeavours to adapt the Platform to current requirements on a continual basis. Therefore, Springer reserves the right to adapt the Platform to the state of the art, make amendments to the Platform to improve it, in particular to enhance user friendliness, to make changes to the content, provided that such changes are required to correct errors, to update and complete content, to improve programming, or for legal reasons. If such actions necessitate changes to the Terms of Use, point I.4 will apply.

VI. GUARANTEE AND LIABILITY

1. Insofar as any law specifies otherwise and unless otherwise agreed, the guarantee period for contractual services for which statutory entitlements under guarantee exist is six months. The guarantee period commences once the access data is transferred. Remedying defects or attempts to make improvements do not extend the guarantee period.

2. The User must report defects in writing without delay, but at the latest within three working days of becoming aware of them, within the guarantee period, stating the nature and extent of the defect (notice of defects). If a notice of defects is not reported or not reported in time or not correctly, performance is deemed to be in compliance with the contract.

3. Springer reserves the right to use its own discretion as to whether it remedies the defect or replaces the product. Any failure on the part of Springer to remedy the defect will not prejudice the User's right to reduce the price. The User must give Springer the appropriate time and opportunity required to remedy defects. Should the User refuse to do so, or shorten the time allotted for such remedying of defects to an unreasonable extent, Springer's obligation to remedy the defects is waived.

4. Springer only accepts liability in the event of intent or gross negligence, or in the case of loss of life, physical injury and harm to health. Springer accepts no liability in cases of force majeure. Liability for loss of profit, loss of economies, loss of interest, indirect and consequential damage, non-material damage, as well as damage from third-party entitlements, the constant availability of the Platform, as well as lost or altered data is ruled out.

VII. CESSATION OF USE

1. Use of the Platform on the part of the User will cease when the contract with the User is terminated.

2. Further use of the Platform may be denied to the User as specified in point III.11. of these Terms of Use.

3. A general termination/suspension of the Platform by Springer will take place three months after announcement thereof at the earliest.

VIII. CONFIDENTIALITY AND USE OF DATA

1. During the usage period of the Platform and for three years after cessation thereof, the parties agree as follows:

- To keep confidential any secret information (e.g. any commercial, financial, technical information, expertise, trade secrets) or any other information of whatever nature relating to a party or any of its corporate affiliates and which has been disclosed by either party to the other (in writing, verbally or by any other direct or indirect means) before or after these Terms of Use have been concluded and disclose such information only to those people or authorised third parties who need to be aware of such confidential information. Third parties entitled to such information are all members of legal entities, the bodies of such entities, employees, legal counsel, auditors, investment advisors, financial partners, subcontractors or other agents of a party or its corporate affiliates.

- Only to make use of the confidential information in order to fulfil their contractual obligations. However, Springer is entitled to use the data generated by the use and application of the services, i.e. in particular all data generated while using the Platform, for machine learning, artificial intelligence and similar applications (insofar as this involves personal data in anonymised form – Springer's data privacy policy can be found at [https://www.springer.eu/dsgvo/]) and to exploit such data in full - including in a derived form - in further products without the User gaining any entitlements as a result. This includes the right to store, modify, reproduce

and/or publish this information in whole or in part free of charge and to make it publicly accessible and/or available in any conceivable way.

2.   Each party may disclose confidential information to third parties if it is obliged to do so by law, court order or due to official rulings. In the event of such a disclosure, the party will inform the other party at as early a juncture as possible so that both parties can jointly take steps to ensure that the utmost secrecy of the confidential information is maintained.

3.   The obligation to keep information confidential does not apply to the following information:

- Information, which at the time it was disclosed, was already in the public domain or entered the public domain afterwards without breaching these obligations or

- Information that the recipient party has lawfully received from third parties or

- Information which can be demonstrated to be legally in possession of the recipient party prior to conclusion of the contract, or was obtained independently of the information provided.

4.   If the User processes personal data while using the Platform, the User bears sole responsibility for compliance with all data privacy regulations (e.g. DSG *[Datenschutzgesetz, [Austrian Data Privacy Act]* or the GDPR).

IX.   ASSIGNMENT OF RIGHTS AND DUTIES

1.   Springer is entitled to assign rights and obligations arising from these Terms of Use in full to affiliated companies. Springer will inform the User of such assignment in writing in a timely manner. The User will not accrue any right of termination insofar as the company receiving such assignment assumes all rights and obligations.

2.   The User may only assign usage of the Platform to third parties if Springer has given prior consent in writing. The previous and the new user are jointly and severally liable for any claims (remuneration and damages) lodged by Springer.

3.   Springer is entitled to appoint subcontractors to meet its contractual obligations.

X.   MISCELLANEOUS

1.   The parties' contractual relationships in conjunction with usage of the Platform are governed by Austrian law exclusively. The UN Convention on Contracts for the International Sale of Goods and all provisions relating thereto, as well as all reference norms, are explicitly ruled out.

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2.   The exclusive venue is the court with jurisdiction in Klagenfurt.

3.   The unenforceability of certain clauses in these Terms of Use will not prejudice the enforceability of the remaining Terms of Use. The unenforceable provision will by substituted by a provision that approximates the commercial impact of the unenforceable provision as closely as possible.