

# General Terms and Conditions

## - CytroConnect Services-

Version: 18.12.2018

These General Terms and Conditions (“**T&Cs**”) apply to the use of CytroConnect Services offered by grow platform GmbH – Consult & Connect, Grönerstrasse 9, 71636 Ludwigsburg, Germany (“**grow**”) by customer (“**Customer**”) (Customer and grow are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”).

### Preamble

grow offers its customers services for the remote monitoring of machines equipped with a *CytroBox* supplied by Bosch Rexroth AG. The deployment of at least on *CytroBox* is a prerequisite for the consumption of CytroConnect Services by Customer. The services include the processing and provision of sensor data generated by a *CytroBox* (“**CytroConnect Dashboard**”) via a Cloud platform (“**CytroConnect IoT Platform**”) including presentation of sensor data via a browser for monitoring machines equipped with *CytroBox* (“**CytroConnect IoT Portal**”) (collectively “**CytroConnect Services**”).

### Part One: General Terms and Conditions

#### 1. Scope of application of these T&Cs

- 1.1. grow offers CytroConnect Services solely on the basis of these T&Cs.
- 1.2. CytroConnect Services are intended solely for entrepreneurs within the meaning of section 14 German Civil Code (BGB).
- 1.3. Business terms and conditions of Customer or third parties shall not apply even if grow does not separately object to the application thereof in an individual case. Even if grow refers to a letter that contains business terms and conditions of Customer or a third party or makes a reference to such business terms and conditions, this does not constitute acceptance of the application of those business terms and conditions.
- 1.4. Individual agreements entered into with Customer in an individual case (including ancillary agreements, additions and changes) shall in any event take precedence over these T&Cs. A written contract and/or confirmation from grow in writing is authoritative for the content of such agreements.
- 1.5. Declarations and notifications relevant in law which have to be submitted to grow by Customer after conclusion of the contract (e.g. setting time limits, notifications of defects, other explanations) must be made in written form in order to be effective.

#### 2. Structure of these T&Cs

- 2.1. These T&Cs consist of three parts. Part One (General Terms and Conditions) contains general terms and conditions for CytroConnect Services as a whole. Part Two (Conditions for CytroConnect Dashboard) contains additional conditions for the services provided by grow in connection with the

CytroConnect Services. Part Three (Conditions for CytroConnect IoT Platform and Portal) contains additional conditions for the use of the CytroConnect IoT Portal and for access to the CytroConnect IoT Platform.

- 2.2. The terms and conditions of Part One also apply to all subsequent parts of these T&Cs. Parts Two and Three stand separately alongside one another. In the event of a conflict between Part One and one of the following parts, the conditions of Part Two and Part Three take precedence.

#### 3. General duties and obligations of Customer

- 3.1. Customer shall take all the cooperative acts necessary. In particular Customer shall:
  - a) keep secret the access data (including the password) that enable Customer to use the CytroConnect IoT Platform and to monitor Customer’s measurement data, and shall not, under any circumstances, make them accessible to unauthorized third parties;
  - b) change any passwords allocated by grow without undue delay to passwords known only to Customer.
- 3.2. Customer is itself responsible for creating the technical requirements (in particular deployment, proper installation, operation and maintenance of at least one *CytroBox* including provision of the necessary connectivity insofar as provision of the telecommunications connection by grow is not explicitly agreed) within the area of responsibility of Customer which are necessary for the use of the CytroConnect Services in compliance with the contract, including payment of any costs that may accrue. Consultation on this does not form part of the services owed by grow.
- 3.3. Installation and maintenance of the *CytroBox* on site is not included in the scope of services, but is the responsibility of Customer. This may also include the replacement of batteries. Additional services, in particular support and integration services (for Customer systems and/or for plant / technical units), and consultancy services, require a separate written agreement. Customer has no entitlement to the performance of such services.

### 4. Access to CytroConnect Dashboard

A user account is required to be able to access the CytroConnect Dashboard and to monitor sensor data. Further details in this respect are provided in section 19 of Part Three of these T&Cs.

### 5. Protection of content

All the content of CytroConnect Dashboard, such as texts, graphics, logos, button icons, images and audio clips, is owned by grow or our licensors and is protected by copyright or by other intellectual property rights. Customer may only use this content in accordance with the framework stipulated by these T&Cs.

### 6. Data protection and use of data

6.1. The quality requirements of grow and of other service providers involved in the provision of CytroConnect Services include handling personal data in a responsible manner. Personal data resulting from the registration of a user account and the use thereof are therefore only collected, stored and processed insofar as this is necessary for the provision of services in compliance with the contract and is permitted by statutory provisions. grow shall treat personal data in accordance with the provisions of applicable data protection law.

6.2. grow has the right to use and exploit the machine data (sensor or other machine data) and automatically-generated system data (e.g. log files, information on the utilization and availability of the CytroConnect IoT Portal) transmitted to the CytroConnect IoT Platform in connection with the use of the CytroConnect Dashboard in anonymized form for any purposes in compliance with the applicable statutory provisions. Customer assures that it has not entered into any agreements with third parties that oppose such use.

### 7. Secrecy

7.1. Unless otherwise provided for in these T&Cs, the parties shall observe secrecy with regard to all information to be treated in confidence which they obtain knowledge of in connection with this contractual relationship and/or shall only use such information with respect to third parties – for whatsoever purpose – if the other respective Party has given its consent to this in writing in advance. Information to be treated in confidence includes information explicitly indicated as being confidential by the Party disclosing the information and such information where the confidentiality thereof derives from the circumstances under which it was provided for use.

7.2. The obligations under sub-section 7.1 cease for that information, or parts thereof, with respect to which the receiving Party proves that it

- a) knew the information or that it was generally accessible prior to the date of receipt, or that it became lawfully known from a third party after the date of receipt and without any obligation to observe confidentiality;
- b) was known to the general public or was generally accessible prior to the date of receipt; or
- c) was known to the public or became generally

accessible after the date of receipt, without the Party receiving the information being responsible for this.

7.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement.

7.4. The obligations pursuant to sub-section 7.1 shall continue to exist indefinitely, even after the end of the contract, and as long as no exception pursuant to sub-section 7.2 has been evidenced.

### 8. Contract term and termination

8.1. Unless otherwise agreed, the contract for CytroConnect Services is concluded for an indefinite period. Either Party may terminate the contract for CytroConnect Services at any time with a notice period of two weeks to the end of a calendar month. Notice of termination can be given in text form; if Customer gives notice of termination by e-mail, it shall be addressed to [consult-and-connect@bosch.com](mailto:consult-and-connect@bosch.com).

8.2. After termination of the contract, Customer's access to the data of the terminated CytroConnect Services will be blocked.

8.3. If Customer terminates the contract, there shall be no refund of CytroConnect Services respectively booked, neither pro-rata nor in full.

8.4. The right to terminate for good cause remains unaffected for both Parties. Such good cause exists for grow in particular if Customer

- a) repeatedly or seriously breaches these T&Cs;
- b) provides false information for the user account during the registration process described in section 19 of Part Three of these T&Cs;
- c) is in default of payment of an agreed charge for more than one month from the due date; or if
- d) the requirements for the permanent blocking of the user account (see sub-section 20.1 of Part Three of these T&Cs) have been met.

### 9. Liability

9.1. The services offered by grow are an assistance system that Customer may not substantially rely on. The interpretation of the measurement values and the selection and initiation of countermeasures are the responsibility of Customer.

9.2. grow shall not be liable for any damage resulting from failure to comply with the Directives for the Intended Use enclosed with the CytroConnect Services.

9.3. In all other respects the following shall apply:

- a) grow shall be liable for willful misconduct and gross negligence, including by its vicarious agents, in accordance with statutory provisions. The same applies to negligently caused damage from injury to life, limb or health and to claims under the German Product Liability Act (*Produkthaftungsgesetz*).

- b) In the event of negligently caused property and financial damage, grow and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but limited in amount to the damage foreseeable at the time of conclusion of the contract and typical of the contract; material contractual obligations are those obligations where the fulfillment thereof characterizes the contract and which Customer may rely on (so-called "**Cardinal Obligation**").
- c) Without prejudice to the provision under a) above, grow's liability for a negligent breach of a Cardinal Obligation proven by Customer shall be limited to a maximum liability amount of EUR 100,000 for all damaging events occurring in the same contract year.
- d) If the maximum liability amount is not fully used in one contract year, this does not lead to the maximum liability amount being increased for the next contract year. A contract year in the above sense means the first twelve months from the first use of the CytroConnect Dashboard and each subsequent twelve-month period.
- e) The above limitations of liability shall also apply in the case of fault of a vicarious agent of grow and to the personal liability of the employees, representatives and corporate bodies of grow.
- f) With respect to telecommunication services, the limitations of liability pursuant to section 44a TKG shall remain unaffected.

9.4. Insofar as CytroConnect Dashboard is made available free of charge, e.g. for test purposes, grow shall not assume any liability for damage ensuing from the use of CytroConnect Dashboard, except in the event of gross negligence or willful misconduct. Liability in accordance with the German Product Liability Act is not excluded in the event of CytroConnect Dashboard being provided free of charge either.

### 10. Changes

10.1. grow may propose changes and additions to CytroConnect Services at any time, also with effect within the existing contractual relationships, in order to adapt CytroConnect Services to changes in technical conditions or with regard to further developments or technical progress, whilst retaining the basic functionality of CytroConnect Services to enable the evaluation of *CytroBox* measurement data. In addition, we may propose changes and additions to these T&Cs at any time. Customer will be notified of the proposed changes and additions by e-mail at least thirty (30) calendar days prior to the planned entry into effect of the changes and additions. grow waives receipt of a declaration of acceptance by Customer. If Customer does not object within thirty (30) days after the date of receipt of the notification and continues to use CytroConnect Services after expiry of the period of time for raising an objection, the changes shall be deemed to have been validly agreed with effect from the date of expiry of the deadline. In the event of an objection, the contractual relationship shall be continued subject

to the previous conditions. In the event of an objection, grow has the right to terminate the contractual relationship without complying with a period of notice. The charges shall be reimbursed pro rata. Customer shall be advised of Customer's right to object and of the consequences thereof in the notification of the change.

10.2. In the event of changes in value added tax, grow is entitled to make a corresponding adjustment to the remuneration without the aforementioned right to object being applicable.

### 11. Export control

11.1. Customer is aware of the fact that the use of the CytroConnect Services can be subject to import and export restrictions. In particular there can be authorization requirements and/or the use of CytroConnect Services or of technologies associated therewith can be subject to restrictions abroad.

11.2. Customer shall comply with the applicable import and export control regulations of the Federal Republic of Germany, the European Union and the United States of America and with all other relevant regulations.

11.3. Performance of the contract by grow shall be subject to the reservation that there are no impediments to performance due to national or international import and export regulations and that it is not opposed by any other provisions of statute.

11.4. CytroConnect Services may not be used for military purposes or for nuclear technology purposes.

### 12. Other provisions

12.1. grow has the right to have the contractual services performed by third parties as subcontractors.

12.2. If these T&Cs refer to a written form requirement, this means the statutory written form requirement pursuant to section 126 (1) and (2) BGB.

12.3. German law applies, excluding German private international law and the UN Convention on the International Sale of Goods.

12.4. The courts of Stuttgart shall have exclusive jurisdiction and venue.

12.5. If any provision of this contract should be or become ineffective or unenforceable, this shall not affect the effectiveness of the remaining provisions.

## Part Two: Conditions for CytroConnect Dashboard

### 13. Service offer and availability

13.1. Details of the technical requirements necessary and the scope of the services provided by the respective CytroConnect Dashboard can be found in the service and performance description of the respective CytroConnect Services current at the time when the contract was entered into.

13.2. Customer's access to the CytroConnect Dashboard shall be browser-based via the Internet. In its area of responsibility grow warrants an annual average availability of 95% for the CytroConnect Dashboard. If the CytroConnect Dashboard is unavailable due to (i) scheduled maintenance work

(e.g. for updates and upgrades), (ii) other planned interruptions to operations, (iii) unscheduled maintenance work for good cause or due to other reasons for which grow is not responsible, e.g. malfunctions in the field of the provision, operation and support of Customer's communications connection (communications sections outside grow's data center), in particular due to the failure of Customer's Internet connection, then for the purposes of calculating availability, CytroConnect Dashboard shall be deemed to have been available during these times.

### 14. Access to CytroConnect Dashboard

14.1. Customer shall ensure to an appropriate extent that its access to CytroConnect Dashboard is carried out solely by Customer or by a third party authorized by Customer. If there is reason to fear that unauthorized third parties have obtained or will obtain knowledge of Customer's access data, Customer must inform grow thereof without undue delay.

14.2. Customer shall take suitable measures to prevent access to CytroConnect Dashboard by unauthorized third parties.

### 15. Remuneration and terms of payment

15.1. grow shall provide CytroConnect Dashboard to Customer in exchange for payment of a charge.

15.2. The amount of the charges depends on which CytroConnect Services are selected and it is set out in the quotation.

15.3. All prices are quoted exclusive of the applicable statutory value added tax.

15.4. The charges shall become due for payment on the date of the respective invoice and are payable to the bank account stated in the invoice within 14 calendar days.

15.5. grow has the right to send the invoice to Customer solely by electronic submission to the e-mail address provided by Customer.

15.6. grow has the right to increase the charges for the first time after expiry of a twelve (12) month period after conclusion of the contract, by giving advance notice of three (3) months in writing to expire at the end of a month, however, up to a maximum amount of the general list prices for comparable services valid at the time of the notification. Notification in text form is sufficient. Additional price increases may not be demanded until upon expiration of a twelve (12) month period from the last price adjustment at the earliest. Customer has the right to terminate the contractual relationship within a time period of six (6) weeks to take effect on the effective date of the price adjustment if the increase exceeds 10% of the prices last valid.

15.7. Other services not covered by the remuneration agreed shall be provided on a time and material basis at the general list prices of grow applicable on the respective date of the order.

### 16. Telecommunications connection

Insofar as is explicitly agreed, grow shall provide Customer with the telecommunications services of a third-

party provider that are required to connect the *CytroBox* to the CytroConnect IoT Platform. The telecommunications connection is geographically restricted to the reception and transmission range of the mobile stations operated by the third party. If the mobile connection in the area of use is not sufficient to ensure a stable data connection to the server of grow, Customer must provide a wired Internet connection (LAN). Customer shall not have any claims against grow due to the non-existence of an adequate mobile connection in the area of use. grow is under no obligation to ensure, when the contract is concluded, that an adequate data connection is possible at Customer.

### 17. Performance disruptions

17.1. If grow does not provide CytroConnect Dashboard in compliance with the contract and is responsible for this ("**Performance Disruption**"), grow is obligated to provide Customer with the CytroConnect Dashboard, in whole or in part, in compliance with the contract without additional costs for Customer within a reasonable period of time, unless this is only possible with a disproportionate effort.

17.2. This obligation of grow exists only if Customer provides notice of the Performance Disruption in writing and without undue delay, at the latest, however, within a period of two weeks after obtaining knowledge. Text form is sufficient.

17.3. Where CytroConnect Dashboard is being provided free of charge, e.g. for test purposes, grow does not assume any warranty except in the event of fraudulent intent.

## Part Three: Conditions for CytroConnect IoT Platform and Portal

### 18. General provisions

The *CytroBox* transmits data (e.g. sensor measurement data, identification numbers) to the CytroConnect IoT Platform where it is stored and processed. The processed data and, depending on the specific CytroConnect Services, any further information will be provided to the Customer via the CytroConnect IoT Portal using the CytroConnect Dashboard.

### 19. Registration of a user account

19.1. Customer has to register a user account ("**User Account**") in order to be able to log into the CytroConnect IoT Portal and be able to monitor its measurement data.

19.2. Customer is asked to provide various details for registration of the User Account. If it is necessary to provide specific data during registration or when using the respective CytroConnect Services, such data must be complete and correct. In case of any changes to the data during the course of the usage relationship, Customer shall correct its data in the CytroConnect IoT Portal immediately. Customer is obliged to reimburse any costs that arise due to incorrect information.

19.3. Customer may use its User Account for various CytroConnect Services.

**20. Blocking the User Account**

- 20.1. grow may block Customer's User Account temporarily or permanently at its own discretion if there are any specific indications that Customer is in breach of these T&Cs and/or applicable law or if grow has any other legitimate interest in doing so. When deciding to block the User Account, appropriate consideration shall be paid to Customer's justified interests. If, despite notification, Customer should repeatedly breach these T&Cs, grow reserves the right to block the User Account permanently.
- 20.2. Customer will be notified by e-mail if its User Account is blocked temporarily or permanently.
- 20.3. If Customer's User Account is blocked temporarily, it shall be unlocked after expiration of the blocking period or after expiration of the last reason for blocking it, and Customer will be notified by e-mail. A permanently blocked User Account cannot be re-activated.

**21. Term and termination of the usage relationship for the User Account**

- 21.1. The provisions of Part One of these T&Cs shall apply accordingly to the term and termination of the usage relationship for the User Account (Part One: General Terms and Conditions, section 8), unless otherwise provided in this section 21.
- 21.2. If Customer should use multiple CytroConnect Services with its User Account, the User Account can still be used for CytroConnect Services that have not been terminated.

In the event of complete termination of the User Account, grow has the right, upon expiry of a time period of thirty (30) calendar days after the effective date of termination, to irretrievably delete the data created in the context of your User Account and, after expiry of any statutory retention period, to irretrievably delete the data affected by this. With regard to personal data, the data protection provisions (Part One: General Terms and Conditions, section 6 of these T&Cs) shall prevail which can also provide for a shorter time period until deletion.