



SaaS Agreement Secure Services Hub

Preamble

WHEREAS, the Platform Provider is a software development company domiciled in Germany that develops and operates a cloud-based service portal that facilitates interactions between manufacturers, service providers and operators of Machine Assets ("**Platform**").

WHEREAS, you (the "**Participant**") wish to make use of the Platform and the services that are provided thereon in order to engage with manufacturers, service providers and/or operators of Machine Assets via the Platform.

WHEREAS, the Platform Provider and the Participant enter into this Agreement for the purpose of recording the terms of their arrangement, their rights and obligations, and their relationships with each other regarding the subject matter described herein.

The Platform Provider and the Participant agree as follows.

1. Definitions and Interpretations

1.1 Definitions

All capitalized terms that are used in this Agreement and its Exhibits shall have the meanings set forth below unless context dictates otherwise:

- "**Account**" shall mean an identity created for a named individual that provides access to the Platform within the Participant Tenant.
- "**Administrator**" shall mean the designated named individual who has the permission to administrate the Participant Tenant.
- "**Administrator Account**" shall mean the Account that enables the Administrator to access and administrate the Participant Tenant.
- "**Affiliate**" of a Party shall mean any other natural person or legal entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. In respect of a legal entity, "Control" shall refer to the holding of shares (directly or indirectly) in that entity bearing the majority of the voting rights attaching to all the shares in that entity or having the power to control by any means the composition of the board of directors of that entity.
- "**Agreement**" shall mean this SaaS Agreement Secure Services Hub.
- "**Applications**" shall mean the software applications that are made available on the Platform by the Platform Provider or an Application Provider.

- **“Application Module”** shall mean the Application specific software which is provided via the Platform and runs in the Edge Environment as an encapsulated software container.
- **“Application Backend”** shall mean the service and data storage layer that includes the application programming interface (API) of the respective Application.
- **“Application Frontend”** shall mean the front-end presentation layer of a particular Application that is accessed via the Platform Portal.
- **“Application Provider”** shall mean any entity who distributes its own Applications over the Platform and is responsible for running the Application Frontend and the Application Backend of the respective Application.
- **“Application Subscription Agreement”** shall mean the contract made available by the respective Application Provider that defines the rights and limitations related to the use of a particular Application.
- **“Azure Active Directory”** shall mean the Microsoft Azure Active Directory enterprise identity service employed by the Platform Provider that allows the Participant to securely access the Platform using the Participant’s internal identification system.
- **“Business Day”** shall mean any weekday other than a public holiday in Germany.
- **“Cloud Service Provider”** shall mean a third-party company that is engaged by the Platform Provider to host the Platform resources and to make the Participant Tenant available and securely accessible to the Participant.
- **“Confidential Information”** shall have the meaning set forth in Section 10.1.
- **“Connected Services”** shall have the meaning set forth in Section 2.3.
- **“Data Privacy Notice”** shall mean the data privacy notice describing the activities of the Platform Provider regarding the processing of Participant Data.
- **“Data Protection Laws”** shall mean all laws and regulations related to the processing of Personal Data that are applicable to the Parties, including the GDPR.
- **“Documentation”** shall mean the documentation for the Hosted Services, the Platform API and the System Requirements that are made available to the Participant.
- **“Edge Device”** shall mean a piece of hardware that contains the Edge Runtime Environment and that allows Machine Assets to be connected to the Platform.
- **“Edge Runtime Environment”** shall mean the runtime environment as a collection of programs that turn a device into an Edge Device. The components of the Edge

Runtime Environment allow Edge Devices to receive Application Modules to run at the edge and communicate the results with the Platform and/or the Application Backend. The Edge Runtime Environment is provided by the Platform Provider.

- **"Effective Date"** shall mean the date of the Participant giving his consent to this Agreement.
- **"Exhibit"** shall mean any exhibit attached to the main body of this Agreement.
- **"Force Majeure Event"** shall mean any event beyond the reasonable control of a Party that could not be anticipated or prevented by the exercise of reasonable diligence, including war, civil commotions, terrorism (including cyber terrorism), power failures, failures of public telecommunication networks, DDoS and DDoS attacks, attacks with malware such as viruses, file infectors, trojans, logic bombs, worms, droppers, or ransomware, fire, explosions, physical natural disasters such as floods and earthquakes, as well as applicable laws and regulations that are imposed after the date of this Agreement.
- **"GDPR"** shall mean the General Data Protection Regulation (EU) 2016/679.
- **"Hosted Services"** shall mean the services provided by the Platform Provider to the Participant for the purposes of accessing the Platform and the Participant Tenant as described in Section 3.1.
- **"Intellectual Property Rights"** shall mean rights in patents, trademarks, trade secrets, know-how, designs, domain names, copyrighted works (including software) and databases. Where such rights can be registered, the term Intellectual Property Rights shall also include any pending registrations as well as the right to apply for a registration in any jurisdiction.
- **"IP Application Rights"** shall have the meaning set forth in Section 4.2.
- **"License"** shall mean the right to access the Platform and the Participant Tenant and to make use of the Hosted Services that is granted by the Platform Provider to the Participant as described in Section 3.1.6.
- **"License Model"** shall have the meaning set forth in Exhibit B.
- **"Licensed Technology"** shall mean the Intellectual Property Rights of the Platform Provider and its licensors in the Platform that is licensed to the Participant as part of the Hosted Services according to Section 3.1.6.
- **"Machine Assets"** shall mean the machine tools and appliances, including any internal components, that can be registered and assigned to a Service Provider and an Operator on the Platform.
- **"Participants"** shall mean the Participant as well as all other participants who are provided with access to the Platform by the Platform Provider.

- **"Participant Data"** shall mean any and all data, documents and other materials, including Personal Data, that is uploaded to or stored on the Platform by the Participant, transmitted by the Platform at the instigation of the Participant, or generated by the Platform as a result of the use of the Services by the Participant.
- **"Participant Services"** shall mean the Connected and Unconnected Services that are provided by Service Providers to Operators via the Platform.
- **"Participant Tenant"** shall mean the Tenant of the Participant that is created by the Platform Provider when the Participant is onboarded to the Platform.
- **"Performance Transfer Point"** shall have the meaning set forth in Section 3.1.3.
- **"Personal Data"** shall mean any information relating to an identified or identifiable natural person.
- **"Platform"** shall have the meaning set forth in the Preamble.
- **"Platform API"** shall mean the application programming interfaces (API) of the Platform that enable the Participant to integrate the Platform into its internal IT systems.
- **"Platform Portal"** shall mean the front-end presentation layer of the Platform that offers access to the Participant Tenant and acts as the single access point through which specific Application Frontends are accessed by the Participants.
- **"Platform Roles"** shall mean the roles that are assigned by the Platform Provider to a Participant in the Participant Tenant as described in Section 2.2.
- **"Provider Services"** shall mean the services provided by the Platform Provider to the Participant under this Agreement.
- **"Regulated Information"** shall have the meaning set forth in Section 8.4.
- **"Service Fee"** shall have the meaning set forth in Section 9.1.
- **"Service Providers"** shall mean Participants who are assigned the Platform Role "Service Provider" in the Participant Tenant as described in Section 2.2.
- **"SLA"** shall mean a service level agreement between the Parties that defines the commitment of the Platform Provider regarding the performance of the Provider Services and lays out the metrics by which the Provider Services are measured.
- **"Support Services"** shall mean the support services provided by the Platform Provider to the Participant as described in Exhibit A.

- **“System Requirements”** shall mean the hardware and software requirements that must be met by the Participant in order to access the Participant Tenant and make use of the Provider Services.
- **“Operators”** shall mean Participants who are assigned the Platform Role “Operator” in the Participant Tenant as described in Section 2.22.2.
- **“Operator Fees”** shall have the meaning set forth in Section 7.5.
- **“Prohibited Jurisdiction”** shall have the meaning set forth in Section 8.3.
- **“Tenant”** shall mean the dedicated part of the Platform provided for a particular Participant that contains all accounts, assets and data of the Participant and cannot be accessed by any other Participant.
- **“Term”** shall have the meaning set forth in Section 11.1.
- **“Third-Party Application”** shall mean an Application that is distributed on the Platform by an Application Provider other than the Platform Provider.
- **“Unconnected Services”** shall have the meaning set forth in Section 2.3.
- **“User”** shall mean a named individual within the Participant’s business organization who has the right to access the Participant Tenant.
- **“User Account”** shall mean any Account created by the Administrator that enables a named User to access the Participant Tenant.

1.2 Interpretations

Unless the context requires a different interpretation, the following rules should be used to interpret this Agreement.

- The headings and titles in this Agreement are for convenience only and shall not affect its interpretation.
- Any use of the word "including" shall not be limited by the words that follow.
- Words used in the singular tense should be interpreted to include the plural tense and vice versa. Words which refer to one gender should be interpreted to include other genders.
- Any reference to a statute or document shall be construed as a reference to the same as amended, modified, supplemented, or re-enacted at any time.

Each and every provision of Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document

shall be construed against the drafting party, including without limitation, the doctrine commonly known as *contra proferentem*, shall not be applicable to this Agreement.

1.3 Hierarchy of Documents

Unless otherwise agreed by the Parties in writing, in the event of any conflict between the terms of this Agreement, its Exhibits and any other contractual document, the order of precedence is as follows: (i) the terms of this Agreement; (ii) the terms of its Exhibits; and (iii) the terms of any other contractual document. The Participant acknowledges that his general terms and conditions will not affect the relationship between the Parties in any way.

2. Overview Platform

2.1 Main Purpose and Features

The Secure Service Hub is a platform for the mechanical engineering industry that includes an embedded service suite for secure service processes. Companies who are part of this industry can be onboarded to the Platform as Participants and make use of their personal Tenant. Once onboarded, the Participants can interact with each other via the Provider Services and the Participant Services ("**Platform Services**").

2.2 Platform Roles

The Participants can be assigned different Platform Roles by the Platform Provider which define the functionalities available in the Participant Tenant. The main Platform Roles are:

- **Operators** are Participants who operate one or more Machine Assets and wish to use the Platform to register their Machine Assets, interact with Service Providers, and make use of Participant Services.
- **Service Providers** are Participants who provide services related to Machine Assets and wish to use the Platform to invite their customers as Operators to the Platform, interact with Operators, and provide Participant Services to them.

Participants can be assigned multiple Platform Roles at the same time and can request the assignment of an additional or different Platform Role at any time by contacting the Platform Provider. The assignment of Platform Roles is at the discretion of the Platform Provider.

2.3 Platform Services

The Platform Services that are available on the Platform are technically divided into the two categories described below. Whether a Participant can make use of a particular Platform Service depends on the Platform Roles that are assigned to the Participant as well as on the Machine Assets that are registered in the Participant's Tenant:

- **Unconnected Services** do not require a connection between the Platform and the Machine Assets and are available for all Machine Assets that are registered in the Participant's Tenant. Unconnected Services include services such as Machine Documentation, Service Case Management and Conferencing Tools.
- **Connected Services** require a connection between the Platform and the Machine Assets and are only available for Machine Assets that are both registered in the Participant's Tenant and connected to the Platform with an Edge Device. Connected Services use a bidirectional, secure communication between the Platform and the Edge Device to extract data for analysis, monitoring, or maintenance purposes. Connected Services includes services such as Remote Access (VNC and TIA), Data Services and Data Transport.

2.4 Technical Description

2.4.1 Multi-Tenant Architecture

The Platform is designed as a software-as-a-service (SaaS) solution that uses resources of the Cloud Service Provider. The Platform is built on a multi-tenant architecture, meaning that the Platform Provider offers a dedicated space of the Platform (Tenant) to each Participant. The Tenants are logically separated from one another. The data and other resources of the Participants are fully segregated at all times. For this reason, the Participants can only see and access the data and resources stored within their own Tenant.

Tenants that are created on the Platform are set as public by default and therefore visible to other Participants in order to facilitate the matching of Participants. If the Participant wishes to change the status of the Participant Tenant from public to private, the Participant can make such change in the settings of the Platform.

Due to the logical separation of all Tenants, the merging of Tenants is associated with great effort and therefore not offered by the Platform Provider. To prevent the creation of multiple Tenants within the same business organization, the Participant shall verify whether the Participant's business organization has already created a Tenant on the Platform prior to entering into this Agreement.

2.4.2 Production Environment Only

While the Platform Provider uses non-production environments in order to develop and test new features for the Platform, the Participant will only have access to the production environment of the Platform, unless otherwise agreed upon between the Parties. Since the various Participants share the same Platform, new features are rolled out to all Participants simultaneously. The Participant will therefore always have access to the latest version of the Platform and has no option to use an earlier instance of the Platform instead.

3. Provider Services

3.1 Hosted Services

3.1.1 Scope

During the Term and subject to the provisions set forth below, the Platform Provider shall provide the Participant with access to the Platform and the Participant Tenant in order to make use of the features of the Platform ("**Hosted Services**").

3.1.2 Responsibilities of Participant

The Participant shall use the Hosted Services only in compliance with the terms and conditions of this Agreement and with the Documentation then in effect. The Parties agree that changes to the Documentation shall only become binding after the Participant has been informed about such changes. The Documentation will be provided to the Participant in electronic format only. The Platform Provider reserves the right to monitor the Participant's use of the Hosted Services to ensure compliance with the Documentation.

The Participant shall be solely responsible for obtaining, operating, and maintaining any equipment and ancillary services reasonably required in connection with the use of the Hosted Services, including, without limitation, computers, modems, servers, hardware, software, operating systems and telecommunication facilities and services. The Participant shall be solely responsible for maintaining the reliability and security of such equipment and for the connectivity to the Platform and the Participant Tenant.

The Participant shall take suitable measures to ensure that persons having access to the Participant Tenant shall comply with the contractual obligations of the Participant. Unless otherwise agreed, the Participant is obligated to educate its employees and staff members so they can use the Platform independently. Training courses may be provided by the Platform Provider upon request against payment of an additional service fee.

3.1.3 Performance Transfer Point

The Platform Provider shall provide the Participant with the Hosted Services for its use at the performance transfer point ("*Leistungsübergabepunkt*") which is located at the internet backbone of the servers of the Cloud Service Provider. The connectivity up to the performance transfer point falls within the Participant's own responsibility. The responsibility of the Platform Provider includes the infrastructure beyond the performance transfer point, including the hardware infrastructure of the Platform Provider or any of its subcontractors.

3.1.4 Access to the Platform

a) Access via Platform Portal

The Platform Provider will provide the Participant with access to the Platform via the Platform Portal. To access to the Platform via the Platform Portal, the Participant can use any device that meets the System Requirements. The Participant understands and acknowledges that the Platform Provider can amend and update the System Requirements and define additional access requirements at any time by giving appropriate notice.

b) Access via Platform API

The Participant has the right to make use of the Platform API in order to integrate the Platform into its internal systems. The Platform Provider agrees to not set any technical limits on the use of the Platform API such as by limiting the number of API requests as long as the use is within a common range. In case of excessive use and to protect the entire system from cybersecurity attacks, the platform operator reserves the right to take appropriate measures such as throttling.

The Participant shall only access the Platform API by the means described in the API Documentation. The Participant further understands that the Platform API is designed to enhance the functionalities of the Platform and acknowledges that the Platform Provider may monitor and analyze the use of the Platform API to ensure and improve the quality of its services and to verify compliance of the Participant with the Documentation.

3.1.5 Suspension of Access

The Platform Provider shall have the right to suspend the provision of the Hosted Services via the Platform Portal or the Platform API if the Participant breaches any of the material terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of receiving such notice of breach by the Platform Provider.

3.1.6 Intellectual Property License

For the duration of the Term and subject to the terms and conditions of this Agreement, the Platform Provider hereby grants the Participant a worldwide, royalty-free, non-exclusive, non-transferable, and non-sublicensable right to use the Licensed Technology to make use of the Hosted Services ("**License**"). The Participant acknowledges that the License does not result in any transfer or assignment of Intellectual Property Rights from the Platform Provider to the Participant and is subject to the restrictions set forth in Section 3.1.8 below.

3.1.7 Limited Availability

The Platform Provider does not guarantee that the Hosted Services will be provided to the Participant without interruptions or that the Platform will be available to the Participant at

any time. The Platform Provider shall use commercially reasonable efforts to make the Hosted Services available to the Participant 24 hours a day and 7 days a week, except for planned downtime (of which the Platform Provider shall give advance electronic notice) and any unavailability that is caused by or related to a Force Majeure Event. To the extent permitted by applicable law, the Platform Provider assumes no liability for any losses or damages that are related to the non-availability of the Platform.

3.1.8 Hosted Services Restrictions and Limitations

The Participant understands and acknowledges that the use of the Hosted Services is subject to the following restrictions and limitations:

- The Participant shall not make the Hosted Services available or pass on, transfer, or assign the License to any third parties, including Participant Affiliates, either in whole or in part, without the express written consent of the Platform Provider.
- The Participant shall not use the Hosted Services in connection with any unlawful, illegal, fraudulent, or harmful activity and shall take the necessary precautions to prevent access to the Participant Tenant by unauthorized persons.
- The Participant shall not use the Hosted Services in any way that may cause damage to the Platform or impair the availability or accessibility of the Hosted Services, such as by introducing viruses, worms, malware, or other items of a destructive nature or by carrying out penetration tests to check the security of the Platform or the Participant Tenant.
- The Participant shall not modify, decompile, decrypt, extract or otherwise reduce the information contained in the Licensed Technology and shall not disclose, reproduce, distribute, or otherwise make available the information contained in the Licensed Technology, except as expressly permitted by mandatory applicable law.
- The Participant shall not bypass the technical protection mechanisms of the Platform Provider that protect the Platform and the Participant Tenant against unauthorized access and shall not interfere with or disrupt the Platform API or the servers or networks providing the Platform API.

3.2 Support Services

During the Term and subject to the provisions set forth below, the Platform Provider agrees to provide support services to the Participant that are necessary to make use of the Hosted Services and make use of the features of the Platform ("**Support Services**").

The Participant understands and acknowledges that the Platform Provider will provide the Support Services in accordance with the Support SLA in Exhibit A. The Platform Provider shall have the right to suspend the provision of the Support Services if the Participant breaches any of the material terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of receiving such notice of breach by the Platform Provider.

4. Intellectual Property Rights

4.1 Ownership in Licensed Technology

The Participant understands and acknowledges that the Platform Provider and its suppliers own all right, title, and interest in and to the Licensed Technology and hereby irrevocably waives the right to contest the existence and scope of these rights.

4.2 No Right to File Applications

The Participant understands and acknowledges to have no right, under any circumstances or under any theory of any applicable law or regulation, to apply for intellectual property protection in respect to the Licensed Technology in any jurisdiction or otherwise seek protection for any subject matter contained in the Licensed Technology with any agency or governmental entity.

If the Participant files an application for a patent, trademark, copyright, or design, or otherwise applies for a registration of such rights in respect of the Licensed Technology in any jurisdiction, all rights in such filing or application, subsequent registrations, modifications, or improvements thereof ("**IP Application Rights**") are hereby assigned to the Platform Provider without further payment or consideration.

In the event that the assignment described herein is not sufficient for the Platform Provider to obtain exclusive ownership of and full right, title, and interest in the IP Application Rights, the Participant shall take any and all action required by law or as requested by the Platform Provider to perfect or protect the Platform Provider's rights in such IP Application Rights and to carry out the assignment contemplated herein. In the event the Participant is unwilling or unable to perform any actions required in furtherance of this Section, the Participant irrevocably appoints the Platform Provider as its attorney-in-fact for this sole purpose.

5. Account Management and Security

5.1 Administrator Account

To onboard the Participant to the Platform, the Platform Provider will create the Participant Tenant as well as an Administrator Account which enables the Administrator to administrate and make changes to the Participant Tenant at its sole discretion.

The Participant understands and acknowledges to be fully responsible for the activities of the Administrator and that the Platform Provider shall not be held responsible or liable for any damages that are related to the onboarding of Users or caused by the Administrators, including the deletion or modification of Participant Data.

5.2 User Accounts

Once the Administrator Account is activated, the Administrator will be able to invite Users to the Participant Tenant and administrate their access rights and permissions at its sole discretion. Each User will have its own User Account. The Participant understands and acknowledges to be fully responsible for the activities of the Users and that the Platform Provider shall not be held responsible or liable for any damages that are caused by the Users, including the deletion or modification of Participant Data.

5.3 Account Security

Since the Platform makes use of access management service Azure Active Directory, the Platform Provider will not generate or hold any combination of usernames and passwords for the Administrator or the Users. The Administrator and the Users will be able to access the Participant Tenant using their existing credentials which are provided by the identity management solution of the Participant. If the Administrator or Users do not have a Microsoft Azure Active Directory account or any other account that can be handled by Microsoft, they will receive a secure login token from Microsoft for each session.

The Participant understands and acknowledges to be fully responsible for the security of the access credentials and the protection of passwords that are used to get access to the Participant Tenant. The Platform Provider strongly encourages the Participant to activate multi-factor authentication (MFA) for all Accounts.

The Participant further understands and acknowledges that the security and integrity of the Participant Tenant, and thus the Participant Data, largely depends on the technical integrity of the device that is used to access the Participant Tenant. The Platform Provider assumes no liability for damages in connection with any disclosure or manipulation of Participant Data that is attributable to a compromised access device.

5.4 Access from Abroad

The access to the Participant Tenant will be possible from any location and will not be limited to the country of domicile of the Organization with technical measures such as geo-blocking or tracking of IP addresses. In the event that the Administrator creates Accounts for individuals who access the Participant Tenant from a different jurisdiction, the Participant understands and acknowledges that the provision of such access rights might qualify as an international transfer of Personal Data or Regulated Information under applicable law.

5.5 No Sharing of Account Credentials

The Participant understands and acknowledges that the Platform Provider uses named user licenses to provide the Participant with access to the Platform and the Participant Tenant. This means that the Participant is prohibited from sharing the credentials of the individual Accounts among different individuals.

6. Applications

6.1 Overview

The Participant Tenant contains a list of all Applications that are currently available on the Platform. Applications are offered by the Platform Provider (“**Provider Applications**”) and by third-party Application Providers (“**Third-Party Applications**”). The Platform Provider does not assume any responsibility for Third-Party Applications. Unless otherwise agreed between the Parties, Provider Applications are subject to the same availability limitations as the Hosted Services (see Section 3.1.7) and the Support SLA in Exhibit A.

6.2 Technical Description

The Provider Applications and Third-Party Applications that are available on the Platform can be divided into Applications for Unconnected Services (“**Unconnected Applications**”) and Applications for Connected Services (“**Connected Applications**”). Each Application consists of an Application Frontend and an Application Backend which are both offered by the respective Application Provider. For Provider Applications, the Application Frontend and Backend are both hosted by the Cloud Service Provider. Connected Applications include an additional Application Module that enables for the exchange of Participant Data between the Application Backend and the connected Machine Assets (see Section 6.4).

6.3 Subscription Process

While the large majority of Provider Applications are available to the Participant by default, Third-Party Applications as well as some Provider Applications are only available once the Participant has subscribed to them. To this end, the Participant must accept the respective Application Subscription Agreement which is offered by the Application Provider and pay the associated subscription fees (if applicable). With regard to Third-Party Applications, the Platform Provider acts as a facilitating intermediary between the Application Provider and their subscribers and does not become a party to the Application Subscription Agreement.

6.4 Installation Process

Connected Applications become available in the Participant Tenant once the subscription process is complete. To make use of Connected Applications to which the Participant has subscribed, the Participant must additionally download the corresponding Application Module and install it on the Edge Device of a Machine Asset that is registered in the Participant Tenant. The Participant can uninstall Application Modules from the Edge Device via the Participant Tenant at any time.

7. Invitation of Operators

7.1 Applicability

The provisions of this Section are only applicable to the Participant if and for as long as the Participant is assigned the Platform Role Service Provider.

7.2 Introduction and Overview

To be able to provide Participant Services via the Platform, Service Providers must be able to ensure that their customers can (i) be onboarded to the Platform as Operators, (ii) connect to the Platform, (iii) register their Machine Assets on the Platform, and (iv) download and access Applications that are available on the Platform. The following Section describes the relationship between the Platform Provider, the Service Providers, and the Operators that are invited by them.

7.3 Contractual Relationships

Subject to the provisions set forth below, Service Providers have the right to invite their customers as Operators to the Platform, provided that they are not domiciled in a Prohibited Jurisdiction (see Section 8.3). In contrast to Users who are invited to the Participant Tenant and subject to the control of the Administrator, customers who are onboarded as Operators receive their own Tenant and do not share any resources with the Service Provider who invited them. Service Providers therefore only have access to Machine Assets and data of the Operators they invited if such rights are specifically granted by them.

To make use of the Platform, Operators who are invited by Service Providers as described herein must enter into an agreement with the Platform Provider and comply with the terms and conditions therein. The onboarding of Operators falls within the sole discretion of the Platform Provider. The Platform Provider can refuse the onboarding of Operators and/or exclude Operators from using the Platform if they are domiciled in a Prohibited Jurisdiction or violate any of the provisions in the agreement entered into with the Platform Provider.

7.4 Invitation Process

Service Providers can invite Operators to the Platform by entering the email address of any person within the Operator's business organization ("**Invitee**") in their Tenant. The Invitee will assume the role of the administrator of the Tenant created for the Operator. By sending an invite, the Service Providers confirm that the Invitee is authorized to represent and act on behalf of the Operator for whom the Tenant will be created. The Platform Provider is not responsible or liable for any damages related to the invitation of unauthorized Invitees.

7.5 Payment of Operator Fees

The responsibility for the payment of Service Fees related to the use of the Platform by the invited Operators ("**Operator Fees**") shall be allocated as described below.

Service Providers are responsible for the payment of Operator Fees related to Machine Assets that are registered by them and assigned to an Operator. To this end, the Machine Assets registered by the Service Providers and assigned to an Operator shall be taken into account in the calculation of the Service Fees pursuant to Section 9.1 below. Since the Service Providers are in charge of the registration process, they have the ability to define the types of services that the Operators may use for each registered Machine Asset.

If an Operator registers additional Machine Assets or subscribes to additional services, the Operator shall be responsible for the payment of the associated Operator Fees. Service Providers can assume such additional Operator Fees at their sole discretion.

If any Operator Fees payable by the Service Provider are not paid when due, the Operator will have the option to assume such Operator Fees to protect the registration status of the Machine Assets and any associated data. Since the Operators are the owners of their Tenant, they can take over the payment of their Operator Fees at any time. This shall enable Operators to take full control of the Machine Assets that are registered in their own Tenant.

7.6 Provision and Availability of Participant Services

Service Providers are fully responsible for the provision of Participant Services to Operators and have complete control over the information such as Machine Asset documentation that is made available to the Operators. The Provision of Third-Party Applications is not subject to this Agreement. Service Providers who wish to provide Third-Party Applications via the Platform must therefore enter into a separate agreement with the Platform Provider.

Since Participant Services are provided via the Platform, their availability depends on the availability of the Platform. If a Service Provider makes assurances regarding the availability of Participant Services that go beyond the assurances of the Platform Provider pursuant to Section 3.1.7 above, such assurances are made at the sole risk of the Service Provider.

8. Data Protection

8.1 Segregation of Participant Data

To protect the integrity of the Participant Data and provide a secure Platform, all data on the Platform is fully segregated. This means that other Participants on the Platform will not be able to access the Participant Tenant and the Participant Data and that the Participant will have no access to the data of any other Participants, including Participant Affiliates.

8.2 Storage Location for Participant Data

The Participant understands that the Platform Provider does not store any Participant Data on its own servers. All Participant Data that is entered in the Participant Tenant or otherwise transferred to the Platform Provider will be directly transferred to and stored on the servers of the Cloud Service Provider which are located in a datacenter within the European Union.

8.3 Prohibited Jurisdictions

The Participant understands and acknowledges that the Data Protection Laws in certain jurisdictions forbid or restrict data transfers to other jurisdictions. While the Participant is responsible for the compliance with such restrictions, the Platform Provider may decide to prohibit Participants from certain jurisdictions ("**Prohibited Jurisdictions**") to make use of the Platform and the Platform Services or prohibit the registration of Machine Assets that are located in Prohibited Jurisdictions. The Platform Provider maintains a list of Prohibited Jurisdictions which is available at <https://symmedia.atlassian.net/l/cp/13QGxst6>.

By entering into this Agreement, Participant represents not to be domiciled in a Prohibited Jurisdiction. The Participant further covenants not to register in the Participant Tenant any Machine Assets that are located in a Prohibited Jurisdiction and not to invite to the Participant Tenant any Users who are residents of a Prohibited Jurisdiction or employed by a legal entity domiciled in a Prohibited Jurisdiction.

8.4 Participant Responsibilities

The Participant is solely responsible for the accuracy, quality, and legality of the Participant Data that is entered in the Participant Tenant. The Participant shall not include any information regulated under the International Traffic in Arms Regulations (ITAR), the US Export Control Administration Regulation (EAR), the EU Dual-Use Regulation, the German Foreign Trade and Payments Act (AWG), or any other applicable technology control regimes ("**Regulated Information**") without obtaining all necessary permission.

The Platform includes various functions that allow the Participant to share Participant Data with other Participants. The Participant understands that the receiving Participant may use, copy, modify or pass on this shared Participant Data and acknowledges to bear the sole and full responsibility for the Participant Data it shares. The Participant should therefore carefully consider what Participant Data it decides to share on the Platform.

8.5 Limited Access by Platform Provider

The Participant understands and acknowledges that the Platform Provider may require access to the Participant Data in order to reconstruct and remedy errors or malfunctions of the Platform or to perform tests. The Participant hereby explicitly agrees to the use of the Participant Data for these purposes.

8.6 Personal Data

When the Participant makes use of the Platform, the Platform Provider will get access to various types of Personal Data that will be processed by the Platform Provider as described in the Data Privacy Notice. If the Platform Provider processes any Personal Data on behalf of the Participant in a way that is subject to the GDPR, the Participant and the Platform Provider shall enter into a separate data processing agreement that sets out the rights and obligations of the parties.

If the Participant enters any Personal Data of its employees, agents or other third parties in the Participant Tenant or otherwise transfers such Personal Data to the Platform Provider, the Participant shall ensure that it has a valid legal basis for such transfer. The Participant hereby agrees to indemnify, defend, and hold harmless the Platform Provider from and against any and all liabilities, obligations, losses, damages, and expenses arising out of or connected with any claims against the Platform Provider that are made by such employees, agents or other third parties.

9. Fees and Payment

9.1 Service Fee

In consideration of the Services provided to the Participant as described herein, the Participant hereby agrees to pay to the Platform Provider a service fee based on the License Model in Exhibit B ("**Service Fee**").

On each new year (01.01.XXXX), the Platform Provider shall have the right to increase the Service Fee based upon increases in cost structures. The Parties agree that such increases shall not exceed the greater of (a) two percent (2 %) of the previously applicable Service Fee or (b) the annual percentage increase in the German Consumer Price Index published by the German Federal Statistical Office ("**CPI**") over the prior twelve (12) month period.

9.2 Taxes

All amounts in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable Value Added Taxes (VAT), which will be added to those amounts and payable to the Platform Provider. Any and all taxes levied in the destination country are borne by the Participant. The Platform Provider will not be responsible for any tax obligations arising from any payment made to the Platform Provider under this Agreement.

9.3 Invoices and Payment

The Platform Provider shall invoice the Service Fees on a monthly basis. The Service Fees shall be paid within ten (10) days of the invoice date ("**Payment Period**"). The payment should be done by the method provided by the Platform Provider.

Invoices shall be deemed accepted unless disputed by the Participant in writing within five (5) days from invoice date, whereas the Participant shall be required to state the reason for the dispute. If an invoice is disputed, the Platform Provider shall create a separate invoice for the undisputed amount which shall be paid by the Participant within the Payment Period of the original invoice.

9.4 Late Payment

If any amount payable under this Agreement is not paid within the Payment Period and is not withheld by the Participant for cause, the Platform Provider may suspend performance of the Services after giving at least thirty (30) days prior written notice until all past due amounts are received. The Platform Provider may further charge the Participant interest on the overdue amount at the rate of 5% per annum which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month.

10. Confidentiality

10.1 Definition of Confidential Information

For the purposes of this Section, any Party that discloses Confidential Information to the other Party shall be regarded as the disclosing Party. Likewise, any Party that receives the disclosed Confidential Information shall be regarded as the receiving Party. Confidential Information includes all information and material designated by the disclosing Party as confidential or which, in good faith and in the ordinary course of business, constitutes information or material that is worth protecting. The Parties agree that all Participant Data shall be considered as Confidential Information for the purpose of this Section.

Confidential Information does not include information or material that (i) is or becomes part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party.

10.2 Confidentiality Obligation

The Parties agree that they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement or if required based on any discovery request, subpoena, court order or governmental action.

The receiving Party may disclose the Confidential Information only to those of its Affiliates, directors, officers, employees, agents and other third parties who have a need to know the same for the implementation of this Agreement, have been informed that the Confidential Information belongs to the disclosing Party, and have agreed in writing or are otherwise

obligated to protect the confidentiality of the Confidential Information to an extent not less stringent than the obligations set forth in this Section.

If the receiving Party discloses any Confidential Information to any third parties, the receiving Party will be responsible for ensuring that such third party will strictly observe the confidentiality obligations and will be jointly and severally liable for the acts, failures or omissions of such third parties.

10.3 Term and Termination of Confidentiality Obligation

The obligations in this Section 10 are applicable from the Effective Date and shall survive for a period of five (5) years following the termination of this Agreement. The receiving Party shall, either upon written request from the disclosing Party or after the termination of this Agreement, within thirty (30) days, delete all electronic records of the Confidential Information. The Parties agree that any Confidential Information contained in system-backup media does not need to be destroyed as long as the backup media are maintained confidential and are not readily accessible to the Participant.

11. Term and Termination

11.1 Term

This Agreement shall commence on the Effective Date and shall continue to be in force until terminated by either Party as provided below ("**Term**").

11.2 Ordinary Termination

This Agreement may be terminated by the Participant at any time upon thirty (30) days' written notice to the Platform Provider.

11.3 Termination for Cause

The Platform Provider shall have the right to terminate this Agreement with immediate effect upon written notice to the Participant if the Participant breaches any of the material terms or conditions of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the Platform Provider of such breach.

This Agreement may further be terminated for cause by the Platform Provider upon the occurrence of one or more of the following events, all of which qualify as valid reasons for termination, with a notice period of thirty (30) days:

- a) A finding of liability against, or conviction of the Participant or its Affiliates, of any crime or violation of law, which in the opinion of the Platform Provider is likely to have a material adverse effect on the reputation or interest of the Platform Provider.

- b) The performance of this Agreement would constitute a violation of applicable law or any sanctions program administered and/or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or the European Union.
- c) An infringement of third-party Intellectual Property Rights that cannot be remedied by the Platform Provider with economically reasonable means.

11.4 Termination Due to Discontinuation

The Platform Provider reserves its right to discontinue the Hosting Services and the operation of the Platform for any reason and at its sole discretion. In this case, the Agreement may be terminated by the Platform Provider by giving one (1) year prior written notice to the Participant.

11.5 Effect of Termination

In the event that this Agreement is terminated for any of the reasons above, the Platform Provider shall have the right to stop the provision of the Provider Services under this Agreement at the date of termination of this Agreement. The provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

12. Warranties

12.1 Platform Provider Warranties

The Platform Provider warrants to the Participant that:

- the Platform Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement and that the performance of such obligations will not conflict with or result in a breach of any other agreement by which the Platform Provider is bound;
- the Platform Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Platform Provider's rights and the fulfilment of the Platform Provider's obligations under this Agreement;
- the Platform Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement;
- the Platform will incorporate security features reflecting the requirements of good industry practice and will, to the best knowledge of the Platform Provider, be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
- the Hosted Services, when used by the Participant in accordance with this Agreement, will not breach any laws, statutes or regulations.

12.2 Participant Warranties

The Participant warrants to the Platform Provider that:

- the Participant has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement and that the performance of such obligations will not conflict with or result in a breach of any other agreement by which the Participant is bound;
- the Participant will comply with all applicable legal and regulatory requirements applying to the exercise of the Platform Provider's rights and the fulfilment of the Platform Provider's obligations under this Agreement; and
- the Participant will use the Platform and the Platform Services only in compliance with the terms and conditions of this Agreement.

12.3 Warranty Limitations

The Participant acknowledges that complex software is never entirely free from defects, errors, bugs and security vulnerabilities. Subject to the other provisions of this Agreement, the Platform Provider therefore does not warrant that the Hosted Services will be free from defects, errors and bugs or that the use of the Hosted Services will be entirely secure. The Participant acknowledges that the Hosted Services are designed to be compatible only with the Edge Runtime Environment and that the Platform Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

12.4 Disclaimer of Warranties

All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

13. Liability

13.1 Limitation of Liability

The Parties shall not be liable to each other for damages that are caused by or related to Force Majeure Events. The Participant further acknowledges and agrees to not hold the Platform Provider or any of its Affiliates liable for any damages, losses or injuries that are caused by or related to the use of, or the inability to use the Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence).

The Participant's only remedy in connection with the use of the Platform is to terminate this Agreement and stop using the Provider Services. Except in the case of a Party's willful

misconduct, gross negligence or bad faith breach, neither Party nor any of its Affiliates will be liable to the other Party or any other person for any damages arising out of or relating to this Agreement. The foregoing does not affect any liabilities which cannot be excluded or limited under applicable law.

13.2 Restrictions to Limitations of Liability

Nothing in this Agreement will:

- limit or exclude any liability for death or personal injury;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit or exclude any liability for the breach of material contractual obligations;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under mandatory applicable law.

14. Miscellaneous

14.1 Entire Agreement and Modification in Writing

This Agreement contains the entire agreement between the Parties and supersedes all previous written or oral understandings and agreements between the Parties with regard to the subject matter regulated herein. No modification, amendment or waiver of this Agreement or any Section thereof shall be binding upon the Parties unless made in writing and duly signed by both Parties.

14.2 Severability

If any provision of this Agreement should be invalid in any jurisdiction under applicable law, the legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In such an event, the Parties commit themselves to compose a legally valid replacement rule which approaches the invalid provision as closely as possible within the economic intent of this Agreement. With this in mind, this Agreement will be interpreted as though the invalid provision had been omitted from the outset.

14.3 Individual Contractors

Nothing contained herein shall be construed to create or imply any agency or employer employee relationship, joint venture, partnership, or any other relationship except that of independent contractors between the Parties. Neither Party shall have any right, power, or authority to assume or create any obligation or responsibility, express or implied, on behalf of any other Party or in the other Party's name.

14.4 Use of Name

Participant hereby agrees that the Platform Provider may use the name of the Participant in sales presentations, marketing materials and related activities. The Platform Provider will seek the Participant's permission prior to disclosing any further details relating to the Participant's experience with the Platform or the Hosted Services.

14.5 Force Majeure

If a Force Majeure Event prevents the Platform Provider from providing its obligations under this Agreement, the Platform Provider shall be relieved of those obligations. If the Platform Provider believes that the Participant is not already aware of the Force Majeure Event, the Platform Provider will notify the Participant without undue delay and inform the Participant of the reasons for the Force Majeure Event and its expected duration. The Platform Provider will further endeavour to use reasonable efforts to ensure that it is able to resume the Provider Services as soon as possible.

14.6 Applicable Law

This Agreement shall be governed by and construed in accordance with **German law**, excluding the German conflict of law rules. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

14.7 Arbitration

Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the ICC Arbitration Rules in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Frankfurt, Germany. The arbitral proceedings shall be conducted in English.

Within fifteen (15) days from receipt of the Notice of Arbitration, the Respondent shall submit to the Secretariat an Answer to the Notice of Arbitration together, in principle, with any counterclaim or set-off defense. The time-limit with respect to the designation of an arbitrator shall be fifteen (15) days. If the circumstances so justify, the Court may extend or shorten the above time-limits. The Expedited Procedure shall apply.

Notwithstanding the above, the Parties may agree at any time to submit the dispute to mediation in accordance with the ICC Mediation Rules.

Index of Exhibits:

Exhibit A	Support SLA
Exhibit B	License Model and Service Fee

Exhibit A

Support SLA

I. Scope

This Exhibit A sets out the service levels applicable to the Support Services that are provided to the Participant if the requirements set forth in the Agreement are met.

II. Support Desk

1. Support Requests

The Platform Provider offers Support Services via its support desk ("**Support Desk**"). The Support Desk serves as the point of contact for the Participant for all support requests and inquiries that are related to the Platform ("**Support Requests**"). Unless otherwise agreed upon in writing, the Platform Provider will perform all Support Services remotely.

The Support Services are offered to the Participant in German and English and can be communicated to the Support Desk as follows:

- Support Requests by Phone: +49 521 96655-60
- Support Requests by Email: ssh-support@symmedia.atlassian.net
- Support via Service Desk Portal (recommended):
<https://symmedia.atlassian.net/servicedesk/customer/portals>

While Support requests can be addressed by email or the Service Desk Portal at any time, Support Requests by phone can only be made during the Operating Hours set forth below.

2. Operating Hours

Unless otherwise agreed upon between the Parties, the Support Desk will process Support Requests between 08:00 CET and 16:00 CET on any Business Day ("**Operating Hours**"). The Platform Provider shall ensure that the Support Desk is operational and adequately staffed during the Operating Hours. The Platform Provider is entitled to outsource the provision of the Support Services or the operation of the Support Desk to third parties at its sole discretion.

III. Categorization of Support Requests (Severity Levels)

All Support Requests of the Participant are categorized by the Platform Provider as follows:

Severity Level	Impact	Description
1	Blocker	<p>Risk of economic impact: HIGH</p> <p>The main purpose (core function) of the product is not working. The impact is severe and has a high visibility. No user can use the affected function and no workaround is possible.</p> <p>Examples:</p> <ul style="list-style-type: none"> - Remote service cannot be performed on any registered machine - No user of the Participant can log on to the system successfully
2	Critical	<p>Risk of economic impact: MEDIUM</p> <p>Participant cannot use the product at its main purpose (is designed) but workarounds on Participant site are possible. The Participant visibility is high and core processes are at risk</p> <p>Examples:</p> <ul style="list-style-type: none"> - Embedded file transfer for remote service is not working - Users with a specific role are not able to log on to the system
3	Major	<p>Risk of economic impact: LOW</p> <p>Participant can use the product with reductions in quality and functionality. The lack of operational behavior can be accepted. The Participant visibility is low or no core processes are at risk</p> <p>Examples:</p> <ul style="list-style-type: none"> - Filtering services cases does not work - User to role assignment does not work
4	Minor	<p>Risk of economic impact: NONE</p> <p>Participant can use the product without main functional boundaries.</p> <p>Examples:</p> <ul style="list-style-type: none"> - Visual defects - Acceptable/Temporary performance issues

IV. Key Performance Indicators

The Platform Provider guarantees that the Support Requests are processed during the Operating Hours in accordance with the following target time periods ("**Target Time**"):

Severity Level	KPI	Target Time
Blocker	Mean Time to React	4 hours
	Mean Time to Plan	1 Workday (Lates next Workday)
	Ready to Resolve	1 Workday (Lates next Workday)
Critical	Mean Time to React	1 Workday (Lates next Workday)
	Mean Time to Plan	1 Workday (Lates next Workday)
	Ready to Resolve	Next Sprint (max. 2 weeks)
Major	Mean Time to React	1 Workday (Lates next Workday)
	Mean Time to Plan	2 Workday (Lates next Workday)
	Ready to Resolve	Within next 3 Sprints (max. 8 weeks)
Minor	Mean Time to React	1 Workday (Lates next Workday)
	Mean Time to Plan	5 Workday (Lates next Workday)
	Ready to Resolve	No guarantee (cyclic priority check)

For the purpose of this Exhibit A, the terms above shall have the following meaning:

- **"Mean Time to React (MTTR)"** shall mean the time period in which the Platform Provider confirms the receipt of the Support Request, qualifies the Severity Level of the Support Request, and communicates the Severity Level to the Participant.
- **"Mean Time to Plan (MTTP)"** shall mean the time period in which the Platform Provider analyzes and enriches the Support Request so that it is ready for handover to the implementing unit (3rd level support).
- **"Ready to Resolve (RTR)"** shall mean the time period in which the Platform Provider ensures the Support Request is placed inside the planning scope for subsequent implementation within the corresponding unit.

Support Requests are not processed outside of the Operating Hours, regardless of when the Support Requests are made. If the Operating Hours come to an end while a Support Request is being processed, the Target Times described in this Exhibit A come to a standstill and start running again when the next Operating Hours begin.

V. Limitations on Support Services

The Platform Provider shall have no obligation to provide Support Services in respect of any issues that are caused by the improper use of the Platform by the Participant or any alteration to the Platform made without the prior consent of the Platform Provider.

Exhibit B

License Model and Service Fee

I. Scope

This Exhibit B sets forth the license model that applies to all Platform Participants when the requirements set forth in the Agreement are met (“**License Model**”) and describes the basis on which the Service Fee payable by the Participant is calculated.

II. License Model

1. Overview

The License Model is designed as a value-focused model that consists of the following three billable components:

- Number of Machine Assets registered in the Platform
- Subscriptions to Applications and Third-Party Applications; and
- Development of Application Programming Interfaces (APIs).

2. Registration of Machine Assets

2.1 Registration Process

A Machine Asset can be registered in two ways within the platform. Firstly, if the service provider or manufacturer of this machine defines a corresponding entry in the system, we are talking about a customer machine. On the other hand, if an operator makes a corresponding entry in the system within the scope of self-service, we are talking about an asset. In both cases, this can be done manually or automatically, e.g. through an interface.

2.2 Unconnected Machine Assets

Unconnected Machine Assets are defined as Machine Assets registered in the Platform that are not connected to the Platform via an Edge Device. The Operator of an Unconnected Machine Asset can only make use of the Unconnected Services that are made available on the Platform. The payment of the Service Fee for a licensed Unconnected Machine Asset entitles the Operator to make use of all Unconnected Services that are available on the Platform for such licensed Unconnected Machine Asset.

2.3 Connected Machine Assets

Connected Machine Assets are defined as Machine Assets registered in the Platform and connected to the Platform via an Edge Device. With an Edge Device, several different Machine Asset components such as HMI's and PLC's can be connected to the Platform.

A Connected Machine Asset represents two connections of any form to a Machine Asset component. For each additional pair of connections via the existing Edge Device, another Connected Machine Asset must be licensed. The mapping is established via the Connected Asset Multiplier which is set manually or automatically on the Connected Machine Asset via the Platform.

The payment of the Service Fee for a specific licensed Connected Machine Asset entitles the Operator to make use of all Connected Services and Unconnected Services that are available on the Platform for the licensed Connected Machine Asset.

3. Applications

Applications are made available through the Platform and can be purchased on demand. The pricing depends on the type of Application:

- Unconnected Applications are charged at a flat rate basis regardless of the number of Machine Assets.
- The costs for Connected Applications depend on the number of Connected Machine Asset on which the corresponding Application Modules is installed.
- Third-Party Applications are subject to a separate and independent license model which is described as part of the corresponding Application Subscription Agreement and must be accepted by all Parties.

4. Application Programming Interfaces (APIs)

Additional application programming interfaces (APIs) are developed, deployed, and billed on demand. These are, if not defined differently, one-time billable items.

5. Calculation Basis for Service Fee

Service		Unconnected Machine Asset	Connected Machine Asset
Registration	Month	EUR 18,75	EUR 48,00
	Year	EUR 225,00	EUR 576,00
Unconnected Application	Month	EUR 500,00	
Connected Application	Month		EUR 5,00
APIs	Each		EUR 500,00

III. Additional Services

The Participant has the option to purchase additional services to be provided by the Platform Provider (subject to availability) subject to the payment of the following fees:

Description	Amount	Price
Development Services	Per Day	EUR 1.200,00
Consulting Services	Per Day	EUR 1.500,00

The prices above are exclusive of travel expenses (including mileage, meals, and lodging) which are incurred by the Platform Provider related to the provisions of additional services.