

KIS.ME

Software Service Framework Contract

between **RAFI GmbH & Co. KG**, Ravensburger Str. 128–134, 88276 Berg/Ravensburg, Germany (hereinafter referred to as “RAFI“ or “Party”) and the company named in the order documents for KIS.ME-components and the associated services (hereinafter referred to as "Customer" or “Party” - hereinafter jointly as "the Parties")

Preamble

RAFI GmbH & Co. KG is a specialist in the development, design, production and sales of high-performance solutions for almost every moment of human-machine communication - from simple buttons to highly complex touch systems.

The parties intend that RAFI will use a cloud solution to provide a digitization solution for retrofitting industrial equipment and components using, for example, buttons, signal lights, etc. (so-called KIS.ME components). Thus, it is possible to map and control workflows or logistical transport processes within a production plant. RAFI thus provides a "Software as a Service" (SaaS). For this purpose, RAFI uses a cloud service for KIS.ME (hereinafter referred to as "KIS.MANAGER"). This combines the individual elements via a local communication controller with a central information portal. The main functions of this cloud service are operational data collection, appropriate condition monitoring and to enable remote access for defining and optimizing individual operating parameters.

§ 1 Scope

This KIS.ME Software Service Framework Contract is exclusively concluded with the Customers who are entrepreneurs within the meaning of § 14 German Civil Code. It is not concluded with consumers and the products may not be used by consumers. If the Customer is not an entrepreneur in the aforementioned sense, he may notify RAFI accordingly and possibly enter into separate contractual negotiations.

§ 2 Subject of the Contract

(1) RAFI provides SaaS services for the Customer via the Internet.

(2) Subject of the contract is the

- (a) provision of the "KIS.MANAGER" software from RAFI for use via the Internet and
- (b) the granting of storage space for the use of the software for the storage of company data in combination with the corresponding hardware of the Customer.

(3) RAFI is permitted to involve subcontractors in the provision of storage space. The use of subcontractors does not release RAFI from the sole obligation towards the Customer to completely fulfill the contract.

(4) With regard to any open-source software contained therein, the software license conditions of the respective manufacturer shall apply, which is stated in the relevant RAFI order documents or the documents referenced therein.

§ 3 KIS.MANAGER Software Usage

(1) For the duration of this contract, RAFI provides the KIS.MANAGER software to the Customer in the respective current version against payment (or free of charge in the "Trial" version) from the time of registration of the Customer in the system and registration of the respective hardware device via the Internet. For this purpose, RAFI sets up the KIS.MANAGER software on a server which is accessible to the Customer via the Internet. Before use, please refer to the corresponding Quick Start Guide and the manual. The Customer will find both linked in the respective order documents and additionally the Quick Start Guide is attached to the hardware and the manual is available for reading online at www.kisme.com.

(2) With regard to the installation of the respective KIS.ME components, in particular concerning the digital inputs and outputs, only qualified personnel with electrical engineering knowledge and expertise in all areas relevant for use, such as plant and occupational safety, mechanical engineering, fire protection and the usual industrial guidelines for production may be deployed.

(3) The use for security relevant functions is excluded. The respective scope of functions of the KIS.MANAGER software results from the performance overview specified by RAFI in the detailed order documents and the corresponding order or by Customer order with corresponding order confirmation by RAFI. Further details on the different versions from which the Customer can choose from after conclusion of this framework contract, can be found in the corresponding order documents. All the Customer's hardware devices are equally subject to the scope of the license purchased. An upgrade to the next more comprehensive version is possible at any time at the beginning of the following month by obtaining a new corresponding offer from RAFI with a corresponding order or by Customer order with corresponding order confirmation from RAFI; a downgrade to the previous more restricted version is possible in the same way, but only at the beginning of the following calendar year.

(4) RAFI shall remedy all software errors immediately in accordance with the technical possibilities. An error shall be deemed to exist if the KIS.MANAGER software does not fulfill the functions specified in the performance overview, delivers faulty results or otherwise does not function properly so that the use of the KIS.MANAGER software is impossible or limited.

(5) RAFI is continuously developing both the KIS.MANAGER software and the firmware and will improve them through ongoing updates and upgrades. The standard functions of the underlying cloud service will also be continuously developed. The minimum duration for providing updates and upgrade options is two (2) years from delivery of the hardware to the Customer. RAFI shall notify the Customer in good time (at least two (2) years in advance) if these updates will no longer be offered in

the future. The aforementioned minimum duration as well as the notice period shall not apply in the event of termination for good cause pursuant to § 10 (2) of this framework contract.

§ 4 Rights of Use of the KIS.MANAGER Software

(1) RAFI grants the Customer the non-exclusive and non-transferable right to use the KIS.MANAGER software designated in this contract for the duration of the contract within the framework of SaaS services in accordance with the intended purpose.

(2) The Customer may only edit the KIS.MANAGER software as far as this is covered by the intended use of the KIS.MANAGER software according to the respective current service overview (e.g. parameterization, creating users, etc.).

(3) The Customer may only reproduce the KIS.MANAGER software to the extent that this is covered by the intended use of the software in accordance with the current performance overview in the RAFI order documents. Necessary duplication includes the loading of the KIS.MANAGER software into the main storage on the respectively provided server (if applicable named in the contract documents for third parties), but not the installation or the storage of the KIS.MANAGER software, even if temporary, on data carriers (such as hard drives or similar) of the hardware used by the Customer (possibly also via a subcontractor).

(4) Except for the cases mentioned in the last sentence of this paragraph, the Customer is not entitled to allow the use of the KIS.MANAGER software by a third party either with or without a fee. The Customer is thus expressly not permitted to sublet the KIS.MANAGER software. If third parties use the KIS.MANAGER software on behalf of the Customer, these third parties in turn shall be bound by the Customer in accordance with this general contract and its appendix and any documents included in RAFI's order documents before new users are created for third parties.

§ 5 Granting of Server Storage Space

(1) RAFI provides the Customer with sufficient storage space on a server in order to store his data for the intended use of the respective hardware. The Customer can store his contents on this server in accordance with the technical specification set out in the relevant RAFI order documents.

(2) RAFI shall ensure that the stored data can be accessed via the Internet.

(3) With the exception of the last sentence of § 3 (4), the Customer is not granted the right to allow the use of the storage space partially or completely by a third party either with or without a fee.

(4) The Customer undertakes not to store any content on the storage space whose provision, publication or use violates applicable law or agreements with third parties.

(5) RAFI is obliged to take suitable precautions against data loss and to prevent unauthorized access to the Customer's data by third parties if and to the extent that this should be necessary.

(6) The Customer remains the sole owner of the data in any case and can therefore demand the restitution or deletion of individual or all data at any time.

(7) RAFI itself does not retain any data in this respect after termination of the contract, unless there are corresponding statutory, standard or official storage obligations. A further exception is data in backups before they become obsolete. During this transition phase, those data are stored at RAFI or the hoster as copies that cannot be directly read and used.

(8) With regard to the Customer data, RAFI is neither entitled to a right of retention nor the statutory right of lien (§ 562 German Civil Code).

(9) If and to the extent that personal data of the Customer or employees of the Customer are stored on the defined storage space of the server, the "General Data Protection Regulations" as well as the "Supplementary Data Protection Regulations for KIS.MANAGER", which the respective user already had to take note of and agree to during the registration process, shall apply in this respect as Appendix 2 and 3.

§ 6 Technical Support

The scope of the technical support can be found in Appendix 1 "Overview of Services" and is specified in the respective order documents and the related correspondence. As a result of this process, both Parties will appoint contact persons who are responsible for technical matters and who may also be authorized to make decisions. On the Customer side this should be the person with the administrator function.

§ 7 Interruption/Impairment of Accessibility

(1) Adjustments, changes and additions to the contractual SaaS services as well as measures that serve to identify and rectify malfunctions will only lead to a temporary interruption or impairment of availability if this is absolutely necessary for technical reasons. Further details on availability and our related services according to the license level you have chosen can be found in Appendix 1 "Overview of Services", specified by the respective order documents and the corresponding correspondence.

§ 8 Remuneration

(1) The Customer is obligated to pay RAFI the individually agreed monthly fee for the provision of the KIS.MANAGER software and the granting of the storage space, plus statutory VAT, for the registered number of hardware devices and in accordance with the selected license version for one calendar year in advance, in January of the respective year. Remuneration does not apply to the "Trial" version. If the contract is concluded during the course of the year, the respective month in which the contract is concluded shall take the place of January for payment to the extent described in sentence 1 for the remaining calendar year. Both for hardware devices purchased by the Customer during the year and for upgrades to higher license versions during the year, the individually agreed monthly fee for all remaining months until the end of the year is due immediately. Unless otherwise agreed, the remuneration shall be based on the conditions specified in the order documents of RAFI.

(2) Objections to the invoicing of the services provided by RAFI must be raised in writing by the Customer within a period of eight (8) weeks after receipt of the invoice at the office stated on the invoice. Upon expiry of the aforementioned period, the invoice is deemed to be approved by the Customer. By sending the invoice, RAFI shall specifically draw the Customer's attention to the significance of his conduct. Should a defect occur in one of the hardware devices or a hardware

device be lost, it can no longer be used and must be deleted from the web platform by the Customer accordingly.

(3) Should a defect occur in one of the hardware devices or if a hardware device gets lost, it can no longer be used and must be deleted from the web platform by the Customer accordingly or the Customer has to request the deletion at RAFI. Consequently, it no longer causes any costs in the coming calendar year's billing. However, the Customer will not be reimbursed for the current calendar year.

§ 9 Warranty/Liability for Defects

(1) RAFI guarantees the functional and operational readiness of the SaaS services in accordance with the provisions of this contract.

(2) If a hardware device has to be replaced, for whatever reason, the Customer shall be entitled, after deleting the corresponding hardware device from the web platform, to register a replacement device in the system for further use of KIS.MANAGER instead of the previous hardware device, without any additional remuneration as defined in § 8 for the replacement device.

(3) In the event that RAFI services are used by unauthorized third parties using the Customer's access data, the Customer shall be liable for any resulting fees within the scope of civil law liability until receipt of the corresponding Customer request to change the access data or to report the loss or theft, provided that the Customer is at fault for the access of the unauthorized third party.

(4) RAFI is entitled to block the storage space immediately if there is reasonable suspicion that the stored data is illegal and/or infringes third-party rights. Reasonable suspicion of unlawfulness and/or infringement of rights exists, in particular if courts, authorities and/or other third parties inform RAFI thereof. RAFI must inform the Customer of the block and the reason for it without delay. The block shall be lifted as soon as the suspicion is invalidated.

(5) Claims for damages against RAFI are excluded irrespective of the legal grounds, unless RAFI, its legal representatives or vicarious agents have acted with intent or gross negligence. RAFI shall only be liable for slight negligence if one of the essential contractual obligations has been violated by RAFI, its legal representatives or executive employees or vicarious agents. RAFI shall only be liable for foreseeable damage, which typically has to be expected. Essential contractual obligations are those obligations which form the basis of the contract, which were decisive for the conclusion of the contract and on whose fulfilment the Customer may rely.

(6) RAFI is fully liable for intentionally or negligently caused damage from injuries to life, body, or health by RAFI, its legal representatives or vicarious agents.

(7) Provided that RAFI is liable for damages according to the aforementioned regulations - irrespective of the legal grounds - directly or indirectly in connection with the execution of this contract, liability shall be limited to an amount of EUR 500,000 per damaging event and to a maximum of EUR 1,000,000 per year. The liability of RAFI shall be limited to compensation for damages typical of the contract.

§ 10 Duration and Termination

(1) The contract comes into force upon signature by both Parties and is concluded - except for the "Trial" version - for an indefinite period with a minimum term until the end of the respective calendar year. If the contractual relationship is concluded in the second half of a year, the minimum term shall be extended until the end of the following calendar year. The contractual relationship can be terminated by the Customer after one year, by RAFI after two (2) years at the earliest, in each case in writing with a notice period of three (3) months to the end of the year.

(2) The right of each Party to terminate the contract without notice for good cause remains unaffected. In particular, RAFI is entitled to terminate the contract without notice if the Customer fails to make due payments despite written reminder and setting of an extension period or if he violates the contractual provisions regarding the use of the SaaS services. In any case, a termination without notice requires that the other Party has been warned in writing and requested to eliminate the alleged reason for termination without notice within a reasonable period of time.

§ 11 Data Protection/Confidentiality

(1) The Customer himself shall be responsible for the declarations of consent required by his Customers and his contractual partners in accordance with the provisions of the Federal Data Protection Act.

(2) RAFI undertakes to maintain strictest secrecy with regard to all confidential processes, in particular business or trade secrets of the Customer, which come to its knowledge in the course of the preparation, execution and fulfilment of this contract, and not to pass them on or exploit them in any other way. This applies to any unauthorized third parties, i.e. also to unauthorized employees of both RAFI and the Customer, unless the disclosure of information is necessary for the proper fulfilment of the contractual obligations of RAFI. In cases of doubt, RAFI shall obtain the Customer's consent before such disclosure.

(3) Each Party shall ensure that any information disclosed based on this Agreement cannot be used for reducing trade secrecy competition between the Parties. Insofar as the information in question could pose such a threat, the Parties will negotiate and enter into an industry standard Clean Team Agreement prior to disclosing such information in order to avoid a breach of any antitrust laws.

(4) RAFI undertakes to agree a provision with the same content as para. 2 above with all its employees and subcontractors assigned to preparation, execution and performance of this contract.

(5) The Customer shall treat any information or documents which come to his knowledge during RAFI's support services and which are marked as business or trade secrets or which are clearly recognizable as such due to other circumstances, as confidential during the term of the contract and after its termination and shall not disclose them to third parties. The confidentiality of the documents and information shall not or no longer apply if they are already in the public domain or are made public by RAFI.

§ 12 Final Provisions

(1) RAFI has the right to use subcontractors for the fulfilment of this contract.

(2) Changes to this contract must be made in writing to be effective. This shall also apply to the amendment of this written form requirement.

(3) This contract shall be governed by the laws of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods of 4/11/1980.

(4) The place of jurisdiction for disputes arising from or in connection with this contract is exclusively Ravensburg.

(5) The ineffectiveness of individual provisions of this contract shall not affect the effectiveness of the remaining provisions. In this case, the parties undertake to agree on effective provisions that come as close as possible to the intended purpose of the invalid provisions. This also applies for the closure of any loopholes in this contract.

Incorporated documents in this version, as transmitted or accessed by you via our website at the time of entering into this Agreement, are Appendices 1 to 4, which are linked below (if not transmitted).

Appendix 1: Overview of Services KIS.ME

Appendix 2: General Privacy Policy of RAFI
see: <https://kisme.rafi.de/en/dataProtection>

Appendix 3: Additional Privacy Policy Terms for KIS.MANAGER
see: https://kisme.rafi.de/documents/Privacy_KISME_Online.pdf

Appendix 4: Terms of Use KIS.ME
see: https://kisme.rafi.de/documents/TermsOfUse_KISME_Online.pdf