Annex 1[1]

General User Agreement

Real Time Connect

(RTC)

[1]Annex 1, General User Agreement RTC is an integral part of Vers. 2-01/26 RTC User Agreement Contract

Definitions

Platform	Real Time Connect is a hosting platform or service from RHG; data is stored, visualised and made available via interfaces here.
Content	Database, application, program, other application or content of RHG accessed via the platform
Gateway	On-Board Telematics Module from RHG
Customer data	Geo data and machine data input into the machine from the gateway
End device	A user's computer, e.g. desktop PC, laptop, tablet, smartphone
Web Application	UI (User Interface), graphical user interface from the platform delivered by RHG in the form of a web application and can be used through a web browser
Third-party providers	Providers of databases, cloud services or other applications or content which are accessed by the Customer via the platform or which access the platform, or providers of the cloud as well as telecommunication services
Third party	Party which is not named in this Contract. This could, for example, be the Customer’s customer.
Third-party provider	Service or provider selected by the Customer
RTC tariffs	Describe the scope of services and price options in several tariff groups.

1. Subject of the Contract

1.1. The subject matter of this Contract is the provision in return for payment of a defined storage space on a server for the storage of customer data on the platform.

1.2. Access to the storage space is granted via a platform portal using exclusively API application programming interface technology via a user interface as a browser application.

1.3. If the Customer is granted access to any software for the use of the platform, the Customer is granted a temporary right for the duration of this Contract which is non-exclusive and non-transferable to use such software solely for the purpose of performing this Contract. The unauthorised copying, decompiling or editing of this software is not permitted.

1.4. RHG shall ensure that the stored customer data can be accessed via the Internet; the content is not checked.

1.5. The Customer is not entitled to transfer this storage space to a third party for use, in part or in full, against payment or free of charge, unless otherwise agreed in this Contract.

1.6. 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.

1.7. Transmitted position data can be displayed as a location on a geomap. Third-party service providers shall be used for this purpose.

1.8 The customer can choose between different cloud tariffs, which is defined in the RTC user agreement contract.
The cloud tariff price list is part of the contract.

2. Access, availability, confidentiality

2.1 The Customer can access the customer data stored on the platform at any time. RHG guarantees availability of at least 95% as an annual average. This excludes notified maintenance work, updates and technical conversions which may lead to temporary unavailability of the cloud. The Customer shall be notified of this work approximately one (1) week before the planned work is carried out.

2.2 The administration of this access is the sole responsibility of RHG. The Customer shall request access to the platform via a user form. Any number of users can be created. If the Customer's users no longer have authorisation, it is the Customer's responsibility to inform RHG and have these users deleted.

2.3 A separate confidentiality agreement for the cooperation is an integral part of the Contract.

3. RHG's obligations

3.1 Access to the platform is via an RHG URL. For this purpose, RHG shall set up individual access data for the Customer, consisting of a user name and password for password-protected access. This data shall be sent after conclusion of the Contract.

3.2 A third-party provider ensures scalability of its service on behalf of RHG with regard to the transmission rate from the platform data centre to other servers and routers connected to the Internet. The infrastructure shall be adapted in at least 30-day intervals.

3.3 RHG is obliged to take appropriate precautions against data loss and to prevent unauthorised access by third parties to the Customer's data.

3.4 RHG is obliged to keep the gateway up to date with the latest software as part of the device maintenance.

4. Customer's obligations

4.1 The Customer shall grant RHG or third-party providers on behalf of RHG access to the gateway for maintenance. Any access disruptions must be reported to RHG.

4.2 The technical availability of the gateway is the responsibility of the Customer.

4.3 The Customer must keep their access data secret from unauthorised third parties. User names and passwords must be stored in such a way that access by unauthorised third parties is excluded in order to prevent misuse.

4.4 The Customer must ensure that only persons with the necessary expertise and instruction access the platform.

4.5 Any performance tests of the contractual services are only permissible after prior agreement between the Parties.

5. Use of the web application on Customer's own end devices

5.1 The installation of any software, troubleshooting and maintenance of the end devices used to access the platform are the responsibility of the Customer.

5.2 RHG provides no warranty and/or assumes no liability for the compatibility or interoperability of the platform with operating systems, add-ons, programs or other applications installed by the Customer on its end devices or operated as part of an automatic update on the Customer's own end devices.

6. Logging/data backup

6.1 The retention period for all data sent to the platform is 6 months.

6.2 The data in applications that are not only read-accessed, e.g. master data, data entered by the Customer or data sent by gateways, are stored in the platform and backed up cyclically. A backup is performed daily between 00:00 and 03:00 CET. The backup is stored for 15 days. After this time, it is not possible for RHG to restore lost, accidentally deleted or otherwise not backed up data.

6.3 The expense for the recovery of data shall be borne by the Customer.

7. Payment
Form of price increases over the term
Contract validity vs. price validity

7.1 The Customer undertakes to pay RHG the fee stated in the invoice in euros plus the statutory value added tax by the target date stated in the invoice at the latest. Invoicing starts once a year on the date of delivery of the Ruthmann product when the Contract is concluded. Invoicing for retrofits takes place annually from the delivery date.

7.2 If the Customer defaults on payment, RHG is entitled to demand interest on arrears in accordance with Section 288(2) BGB (Bürgerliches Gesetzbuch [German Civil Code]). The Customer undertakes to reimburse RHG for all necessary costs of legal action.

7.3 The prices and services are set out in the RTC tariff price list valid at the time of conclusion of the Contract, which is attached to this Contract as an **Annex**. Any price agreements deviating from this shall be set out in text form and attached to this agreement as an annex.

7.4 Prices according to the RTC tariff price list shall apply for the minimum term of this agreement, unless otherwise provided for in Section 7.5 of this Contract.

7.5 RHG shall charge for activities that extend beyond the services covered by the Contract on a time and material basis according to the current RTC tariff price list.

8. Default and blocking

8.1 If the Customer is more than 20 days in arrears with payment of the invoiced contractual fee, RHG shall be entitled to block access to the platform until the claim has been settled in full, subject to a one-off grace period of ten (10) days.

8.2 If the Customer fails to meet their payment obligations despite a reminder, RHG is entitled to terminate the Contract without notice and to claim damages in the amount of the lost claims until the end of the contract period.

8.3 The costs for reactivating access to the platform after blocking shall be borne by the Customer. These costs shall be based on the time and expense required and charged according to our applicable hourly rates.

9. Warranty

9.1 The statutory warranty provisions shall apply with the proviso that the Customer shall thoroughly test the services immediately after granting access and check that all functions are working properly. RHG must be notified of visible defects within 14 days and of hidden defects within two (2) working days of their discovery, together with a description of the defect. In particular, the description shall specify the extent and effect of the defect. If no notification of defects is made in due time, the services provided shall be deemed to be free of defects.

9.2 Third-party providers on behalf of RHG offer no warranty of the functionality of the communication and data lines to the platform data centre in the event of power failures, failures of servers or access lines to servers accessed from the platform data centre, or failures of facilities that are not under the direct control of RHG.

9.3 The Customer acknowledges that the contractual services are not suitable for security or safety-related applications where precise locations and representations on geomap material are necessary, for example for emergency services.

9.4 RHG is entitled to immediately block the platform if there is reasonable suspicion that the stored data are illegal and/or infringe the rights of third parties. There is, in particular, a reasonable suspicion of illegality and/or an infringement of rights if courts, authorities and/or other third parties inform the provider of the circumstance. RHG must notify the Customer of the block and the reason for it without delay. The block must be lifted as soon as the suspicion is removed.

10. Remedying defects

10.1 RHG will commence analysis of a fault on the system within two (2) working days (Monday to Friday, excluding German public holidays at RHG's registered office, company holidays and bridge days) of the fault being reported, provided that the error message is reported within the fault acceptance period specified below. The official time in Germany shall apply. If the error message is received after these times, it shall be deemed to have been received on the next working day.

10.2 The following definitions apply

- Error registration: Mon to Thu 8:00 a.m. - 4:00 p.m., Fri 8:00 a.m. - 3:00 p.m.
- Availability by email at support@ruthmann.de
  Subject: “Real Time Connect”

11. Liability

11.1 RHG shall be liable for intent and gross negligence. Furthermore, RHG shall be liable for the negligent breach of obligations, the fulfilment of which is essential for the proper performance of the Contract, the breach of which jeopardises the achievement of the purpose of the Contract and the observance of which the Customer may usually rely on. In the latter case, however, RHG shall only be liable for the foreseeable damage typical for the Contract. RHG shall not be liable for the slightly negligent breach of obligations other than those specified in the sentences above.

11.2 The above exclusions of liability shall not apply in the event of death, personal injury or damage to health. Liability under the Product Liability Act remains unaffected.

11.3 RHG accepts no liability for damage resulting from use that is contrary to the intended purpose or use that is contrary to these contractual provisions, e.g. by unauthorised or untrained persons or persons not equipped with the necessary expertise in relation to the databases.

11.4 The platform provides a return channel to the gateways located on machines. This can be used to perform updates of the software and to send (machine) commands. Transferring and executing software or commands can lead to functional errors or unexpected operating behaviour of the machine. Before updates are installed or commands are issued, they must be adequately tested for functionality and security. The Customer shall ensure that the machines are in a safe condition when carrying out modifications, updates to the gateway software and any controls or other equipment connected to it. RHG accepts no liability for damage of any kind caused by changes to the software and/or by cancelled commands.

11.5 RHG shall not be liable for any misuse of the access data that is not attributable to any misconduct on the part of RHG.

11.6 RHG shall assume no liability for damage caused by third parties to whom the Customer has provided access to the platform.

11.7 If the Customer uses the platform for legally prohibited purposes or contrary to the provisions of this Contract, the Customer shall indemnify RHG against all claims of third parties asserted on the basis of this infringement of rights or breach of Contract. This indemnity also includes any reasonable costs of legal defence, fines or other contractual penalties.

12. Product liability

12.1 The contractual performance of RHG is not a product within the meaning of the applicable product liability law regulations, as a product within the meaning of the applicable product liability law regulations is a movable thing, including energy, which is separate from the service, and this definition does not include the service of the platform.

14.1 There is an assumption that the Customer will be regarded as an entrepreneur in the sense of the applicable product liability law regulations, since the Customer operates a permanent organisation of independent economic activity, even if it is not profit-oriented, or is a corporation under public law.

13. Reducing the limitation period

13.1 The warranty period is one year, starting at the time of delivery.
The time limit for claims for damages by the Customer due to a defect shall expire after one year from (date as above). This shall not apply if RHG has acted with intent or gross negligence or in the event of death, physical injury or damage to the health of the Customer.

13.2 If liability which is not based on death, physical injury or damage to the health of the Customer is not excluded for slight negligence, the time limit for such claims shall expire within one year starting at the time the claim arises.

14. Duration of the Contract

14.2 The start of the Contract shall be agreed between the Parties. This shall become an integral part of the Contract. In the absence of an express agreement on the start of the Contract, the contractual relationship shall commence upon signature of this Contract.

14.3 This Contract is concluded for a period of two (2) years (minimum contract term) and shall be extended by a further year in each case unless one of the two contracting parties declares that they do not wish to extend the Contract in text form at least three (3) months before the expiry date.

14.4 Ordinary termination of the Contract by the Customer is possible for the first time at the end of the minimum contract term.

15. Early termination

15.1 RHG shall be entitled to terminate individual parts of the platform applications or functions with a notice period of three (3) months to the end of the month. This may be necessary, for example, if service providers of RHG cancel or change services in connection with the platform or if the service is discontinued completely. In such a case, RHG is obliged to refund the pro rata fee to the Customer for the remaining term of the Contract after the termination date if it was paid in advance.

15.2 RHG may only terminate this Contract without notice for the following good reasons:
- insolvency proceedings are opened against the assets of the Customer, or an application for the opening of such proceedings is rejected for lack of assets to cover costs, or the conditions for the opening of such proceedings or the rejection of such an application exist, or the Customer ceases to make payments,
- in the case of Section 8.2 of this Contract,
- the Customer has used databases or storage space to store inappropriate content (e.g. explicit, sexist, discriminatory or content glorifying violence, etc.) and has not remedied this breach of Contract despite a warning, or
- behaves in any other way in breach of the Contract and does not put an end to this breach of Contract despite a warning by RHG.

16. Consequences of the termination of the Contract

Upon termination of this Agreement, the Customer shall be subject to the following obligations:
- The Customer shall take responsibility for backing up data and shall immediately refrain from using all rights granted in connection with this Contract.
- The Customer is aware that RHG will deactivate access to the platform after expiry of the notice period. As a result, the Customer shall no longer have access to the portal and the data stored there.

17. Data processing and data disclosure

17.1 The customer master data and personal master data of the Customer are stored and processed by RHG digital within electronic data processing systems and handled in accordance with the applicable data protection regulations.

17.2 The Customer is aware that data which it inputs onto the platform or stores there while using it may be personal data within the meaning of the currently applicable statutory guidelines which are subject to data protection (ADV Annex1) or are data which are not intended for disclosure to third parties.

17.3 The Customer is obliged to back up all data stored on the platform on their own storage media before termination of the contractual relationship. After termination of the Contract, RHG has the right to delete all data stored on the platform or made available to the Customer in the course of the business relationship. After this point in time, the Customer shall have no claim to the surrender of any data, either in electronic or any other form. However, if it is obliged to do so for legal reasons, in particular for reasons of data storage and long-term archiving, RHG is entitled to store all data beyond the period of the contractual relationship for a period of up to ten (10) years.

18. Assignment

RHG is entitled to transfer all rights and obligations under this Contract to an affiliated company or any other company, provided that this does not restrict the performance of the service and the transfer is reasonable for the Customer.

19. Intellectual property rights and copyrights

If the service or any part of it becomes, or in RHG's opinion may become, the subject of a claim or proceedings for infringement of patent or copyright, RHG shall be entitled, at its sole discretion and expense, to

- provide the Customer with the right to continue using the service or the part affected
- replace the service or the part affected by others
- change the service or parts of it.

20. Right to make amendments, formalities and time limits

20.1 All amendments and additions to these provisions including this clause require the written form.

20.2 Notices or declarations provided for in these provisions, or by law, must be in text form and must reach the other Party within the time limits.

20.3 RHG may make changes to these provisions at any time, if they become necessary as a result of changed circumstances (e.g. changes in legislation or case law or changes made by third-party providers over which RHG has no control) and are not unreasonable for the Customer. Such changes shall become effective 14 days after they are communicated by email if the Customer does not object to the respective changes within this period. In the event of an objection, RHG reserves an extraordinary right of termination.

21. Annexes

All annexes to these provisions form an integral part unless these provisions themselves expressly provide otherwise.

22. Conclusive nature

This Contract conclusively regulates the legal relationships of the contractual partners with regard to the platform. This Contract replaces all previous contracts. There are no oral side agreements.

23. Waiver of claims

No waiver of rights may be inferred from any act or omission of a contracting party unless such waiver is expressly declared in writing.

24. Choice of law

24.1 This agreement and all disputes arising out of or in connection with this agreement shall be governed by the substantive laws of the Federal Republic of Germany (excluding the applicability of the conflict of laws rules and any international agreements and their implementing laws, e.g. CISG).

24.2 The Customer shall be responsible for compliance with and/or fulfilment of any legal requirements or framework conditions in the Customer's country, in particular for obtaining any permits.

25. Place of performance and jurisdiction

25.1 The place of jurisdiction for all disputes arising from this Contract is Gescher Hochmoor. German law shall apply (to the exclusion of the UN Convention on Contracts for the International Sale of Goods). RHG is entitled to assert its claims in court before any other competent court, in particular the court of the Customer's registered office.

25.2 The place of performance is the registered office of RHG

26. Final provisions

26.1 If one of the provisions in this Contract is or becomes invalid, the validity of the other provisions shall not be affected. The Parties shall immediately replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The above shall apply mutatis mutandis in the event of an omission.

26.2 RHG shall be entitled to perform the services under this Contract through third parties as subcontractors.

26.3 This Contract shall be drawn up in two copies and signed by the authorised representatives of the Parties, one copy being given to each Party.

27. List of annexes

The following annexes form an integral part of the agreement:

Annex 1	General User Agreement RTC
Annex 2	Processing Agreement in accordance with Article 28(3) GDPR
Annex 3	Confidentiality Agreement
Annex 4	RTC Tariff Price List