

Terms and conditions Industrial Tube

1. Definitions

Bilfinger Bilfinger Digital Next GmbH, Langer Anger 3-5, 69115 Heidelberg (Germany).

Enterprise Area

The technically defined area of Industrial Tube that Bilfinger makes available to the Industrial Tube Partner under this contract.

Industrial Tube order

The document jointly signed by authorized representatives of the Parties, which refers to the General Terms and Conditions of Business of Industrial Tube. This can be a separate order or a Bilfinger Connected Asset Performance (BCAP)© order in which Industrial Tube is agreed as a module.

Industrial Tube GTC

These General Terms and Conditions of Business.

Industrial Tube service description

The service description agreed in the Industrial Tube order.

Industrial Tube Partner

The company specified in the Industrial Tube order. In the case of the BCAP© order, the Industrial Tube Partner is referred to as the "Customer".

Public Area

The area of Industrial Tube that can be used by anyone worldwide as a viewer without registration via the public Internet.

Parties

Bilfinger and the Industrial Tube Partner.

Producer

Employee of the Industrial Tube Partner who creates content for the Industrial Tube Portal.

2. Purpose of the contract and scope of services

2.1 Industrial Tube is an internet platform offered by Bilfinger for creating, storing and distributing process knowledge in video form. At this central point of contact for technical know-how, you can share experiences in the industrial and technical field with the help of videos. Industrial Tube automates many processes by means of machine learning.

2.2 In the Industrial Tube order, the Industrial Tube Partner has opted for one of the models with which Bilfinger offers content for Industrial Tube to third parties:

- (a) **Enterprise S/M/L:** The Industrial Tube Partner will receive a complete remote solution (1) to operate its own Enterprise Area under the Internet domain chosen by the Industrial Tube Partner, where the Industrial Tube Partner may pub-

lish videos under its branding, and (2) for a mobile app to create videos. The Industrial Tube Partner connection takes place by default via a user interface. A connection via API is possible, but only on an individual basis and against payment of the costs. The publication of videos in the Public Area is possible.

- (b) **Publish:** The Industrial Tube Partner is able to provide Bilfinger with videos for publication in the Public Area.

2.3 The Public Area is operated and managed by Bilfinger. The Enterprise Area, if made subject of the contract, is operated and managed by the Industrial Tube Partner.

2.4 Bilfinger will only publish videos of the Industrial Tube Partner in the Public Area if the Industrial Tube Partner has approved them for this purpose. Bilfinger reserves the right not to place videos in the Public Area at its own discretion. In the "Publish" version, videos not placed are not taken into account when calculating the remuneration. Bilfinger reserves the right to remove content in accordance with clause 3.3 at any time and without taking into account the calculation of the remuneration.

2.5 The authorization to use the app and to manage the Enterprise Area is restricted to employees of the Industrial Tube Partner and employees of companies that are affiliated with the Industrial Tube Partner within the meaning of Sec. 15 German Stock Corporation Act (AktG). The Industrial Tube Partner is obligated to control this restriction in the allocation of access authorizations and implement it effectively. The Industrial Tube Partner is free to select the authorized persons who obtain passive access to the Enterprise Area, i.e. who can only watch videos.

2.6 Details on the functions and availability of Industrial Tube are regulated by the Industrial Tube service description.

2.7 Bilfinger is entitled to be assisted by vicarious agents in providing the agreed services.

2.8 The hardware and software required locally at the Industrial Tube Partner is not part of Bilfinger's service obligation. Corresponding investments are to be borne by the Industrial Tube Partner.

3. Code of conduct

3.1 The contents of the Industrial Tube do not replace professional training or safety information, warnings and other product-related information about the products concerned. They are intended solely as non-binding and supplementary information. For each content the user must note from which country the content originates and that different regulations may apply in other countries, e.g. in terms of occupational safety. The user is solely responsible for assessing as to what extent a content can be used in other countries. In the S/M/L Enterprise model, the Industrial Tube Partner guarantees and warrants it will instruct the users of its Enterprise Area in accordance with the above.

3.2 The Industrial Tube Partner warrants and guarantees that it will only upload content that meets the following security

and quality guidelines. An employee creating content for Industrial Tube is hereinafter referred to as the "**Producer**".

- (a) The producer of a video must shoot the video personally with his own IT account and not permit another party to carry out the shooting.
- (b) The Producer must observe all safety information, warnings and other product-related information on all products to which the content refers. The persons involved must be dressed according to the relevant safety regulations.
- (c) Safety should not be compromised through the production of the video by the producer. If the producer needs free hands, he must use a tripod or data glasses for the recording.
- (d) The operation in the plant which is being filmed may not be interrupted by the video recordings. This is especially true when the producer is filming at customer's premises.
- (e) There must not be any persons in the picture who have not been asked by the producer to participate and whose names and contact details the producer does not know (for example randomly passing persons).
- (f) Faces may be visible only if unavoidable. The same is true of other features that can identify a person (e.g., tattoos, hairstyles).
- (g) Trademarks, logos, names of customers and names of persons may not be visible or audible. Logos, name tags, etc. must be masked off if they would otherwise be visible.
- (h) In the video, only the voice of the producer should be heard, not the voices of other persons and no music.
- (i) Safety information, warnings and other product-related information may not be filmed. This could violate copyrights.
- (j) If the producer shoots the film in a plant that is not that of his employer, e.g. at customer's premises, he must have a valid filming permit.
- (k) The producer must have the necessary qualifications and the required expertise. This includes, among others, the necessary education, training, knowledge and skills in the professional and technical field that the producer portrays in his video.
- (l) Content may not be inappropriate, offensive, racist, inflammatory, sexist, pornographic, false, misleading, faulty, infringing, defamatory or libelous.
- (m) The content may under no circumstances violate the rights of third parties, e.g. trademark rights, copyrights, design rights, patent rights, rights to one's own image, data protection rights, rights to business secrets or rights to the established and practised business enterprise.

3.3 Bilfinger is entitled not to publish videos or other content in the Public Area that violate clause 3.2 or to remove them from the Public Area without prior notification. No claims can be made regarding the fact that Bilfinger keeps a backup copy of the removed content.

4. Rights to the content and the website

4.1 The rights to the content made available by the Industrial Tube Partner are owned by the Industrial Tube Partner and its licensors, unless the clauses 4.3 or 4.4 indicate otherwise.

4.2 Otherwise, the rights to Industrial Tube and all components are owned by Bilfinger and Bilfinger licensors. This includes in particular trademark rights, copyrights and rights to databases.

4.3 By uploading content in the Enterprise Area, Industrial Tube Partner likewise grants Bilfinger the worldwide, non-exclusive, royalty-free right, which can only be transferred to affiliated companies, to reproduce and otherwise use the content, insofar as this is necessary to fulfill the obligations of Bilfinger towards the Industrial Tube Partner under this contract. This right can only be sublicensed to service providers of Bilfinger and ends as soon as the Industrial Tube Partner deletes the relevant content from the Enterprise Area.

4.4 With the release of content from the Enterprise Area for the Public Area, and in case of the "Publish" model with transmission of content, the Partner simultaneously grants Bilfinger the following worldwide non-exclusive and royalty-free rights to these contents, which can only be transferred to affiliated companies. These rights can only be sublicensed to service providers of Bilfinger and end four weeks after the Partner deletes the content from the Enterprise Area or revokes its approval:

- (a) the right to free or paid, public access on the Internet and/or in closed networks, including the right to link this access with other, free or paid offers from Bilfinger and/or other companies;
- (b) the right to use the content, in whole or in part, for the purpose of advertising for offers under clause 4.4(a), including advertising in search engines;
- (c) the right to reproduce the content to the extent necessary to exercise the aforementioned rights.
- (d) the right to use the content to create new services, such as training machine learning models.

5. Contract term and termination

5.1 The contract begins on the effective date as agreed in the Industrial Tube Order, and is concluded for an indefinite period.

5.2 Both Parties have the right to terminate the contract by ordinary termination on each anniversary of the effective date. The notice of termination must be received by the other Party in writing no later than three months before the desired end of the contract.

- 5.3 The termination of the contract for good cause remains reserved to each Party.
6. **Remuneration and payment**
- 6.1 The remuneration is based on the Industrial Tube price list. Bilfinger will notify the Industrial Tube Partner in writing regarding any changes to the Industrial Tube price list no later than eight weeks before the proposed date of implementation. The Industrial Tube Partner is entitled to terminate this contract in writing no later than four weeks before the price change comes into effect (receipt by Bilfinger) if it does not agree with the price change.
- 6.2 Invoices are issued on a monthly basis. The term of payment is 14 days net.
7. **Joint marketing**
- 7.1 Upon successful introduction, the Parties will agree on a quote from the Industrial Tube Partner, with which both Parties may advertise their cooperation.
- 7.2 Other publications relating to cooperation are only permitted in a manner agreed in writing in advance and in good time between the Parties.
8. **Liability for defects**
- 8.1 Bilfinger guarantees that the use of Industrial Tube by the Industrial Tube Partner and its affiliates will not infringe any rights of third parties. Upon first request, Bilfinger will indemnify the Industrial Tube Partner against claims of third parties who assert claims against the Industrial Tube Partner for alleged infringement of their rights through the use of Industrial Tube by the Industrial Tube Partner or its affiliated companies. Bilfinger will offer the Industrial Tube Partner in the legal defense to which it is entitled, but not obligated, the necessary support and bear the necessary costs of legal defense. The prerequisite for this indemnification is that the Industrial Tube Partner informs Bilfinger of any asserted claims in writing without delay, does not make any concessions or acknowledgments or declarations equivalent to the same and allows Bilfinger, or Bilfinger's licensors at latter's request, to conduct all judicial and extrajudicial negotiations regarding the claims at their expense.
- 8.2 The Industrial Tube Partner guarantees that the content that is processed via Industrial Tube and/or placed in the Public Area does not violate the rights of third parties. Upon first request, the Industrial Tube Partner indemnifies Bilfinger against claims of third parties asserted against Bilfinger for alleged rights to the contents that are processed via Industrial Tube and/or placed in the Public Area. Industrial Tube Partner will offer Bilfinger in the legal defense to which it is entitled, but not obligated, the necessary support and bear the necessary costs of legal defense. The prerequisite for this indemnification is that Bilfinger informs the Industrial Tube Partner of any asserted claims in writing without delay, does not make any concessions or acknowledgments or declarations equivalent to the same and allows Industrial Tube Partner, or licensors of Industrial Tube Partner at latter's request, to conduct all judicial and extrajudicial negotiations regarding the claims at their expense.
- 8.3 If the Industrial Tube Partner is inadequate because the suitability for contractual use is not merely negligible, and clause 8.1 does not apply, then Bilfinger shall be liable in accordance with the statutory provisions for material and legal defects, but its liability will be limited by the provisions of clause 9.
- 8.4 In any case, Bilfinger is only liable for defects in Industrial Tube that were already present when it was transferred to the Industrial Tube Partner if Bilfinger is responsible for these defects.
- 8.5 The Industrial Tube Partner shall report defects immediately.
9. **Limitation of liability**
- 9.1 The Parties shall indemnify and reimburse futile expenses, for any legal reason whatsoever (for example, from contractual obligations under legal or similar transactions, defect in goods or title, breach of duty and unlawful acts) only to the extent specified in this clause 9.
- 9.2 The liability for intent, gross negligence and assumption of a guarantee is unlimited.
- 9.3 In the event of a simple negligent breach of a cardinal obligation (obligation the fulfilment of which is essential for the proper performance of the contract, the observance of which the user regularly relies on and may rely on and the breach of which endangers the achievement of the purpose of the contract), the parties shall be liable to the extent of the typical damage foreseeable at the time the contract was concluded, but limited to a maximum of the order value.
- 9.4 The right of objection to contributory negligence remains open for the other Party. In particular, each Party is obligated to comply with all legal provisions, safety information, warnings and other product-related information according to the state of the art and in the country concerned, and the obligation to back up data on a regular basis according to the state of the art.
- 9.5 In the event of injury to life, limb and health and for claims under the Product Liability Act, the statutory provisions apply without restrictions.
- 9.6 Otherwise, the Parties exclude liability among themselves.
- 9.7 Unforeseeable, unavoidable events beyond the control of the Parties and not attributable to the Parties, such as force majeure, war, labor disputes, natural disasters release them from the obligation to timely delivery or performance for their duration. Agreed periods are extended by the duration of the disruption; the other Party shall be informed of the occurrence of the disruption in an appropriate manner. If the end of the disruption is not foreseeable or if it lasts more than two months, each Party is entitled to terminate the contract for good cause.
- 9.8 Each Party is required to use up-to-date anti-virus programs and to take appropriate protective measures for their own IT systems and data. However, the Parties agree that IT systems cannot be fully secured and that third parties can gain unauthorized access to IT systems and data. Each Party bears the resulting risks itself. In particular, the Industrial Tube Partner will ensure that it maintains backups of its videos and other content itself.

10. **DATA PROTECTION AND CONFIDENTIALITY**

- 10.1 The Industrial Tube Partner and Bilfinger mutually undertake to comply with data protection and data security according to the state of the art and in accordance with applicable legislation.
- 10.2 The content that the Industrial Tube Partner contributes to Industrial Tube may contain personal information. Insofar as the data subject's consent is required, the Industrial Tube Partner will guarantee that it is available.
- 10.3 Users of Industrial Tube are managed via systems of the Industrial Tube Partner. In this context, the Industrial Tube Partner will only provide Bilfinger with the usernames and the authorizations associated with these usernames as personal information. This data is processed by Bilfinger or its agents solely for the execution of the contract. Personal data that is required in the context of contract execution and service provision is processed by Bilfinger in accordance with the applicable data protection regulations.
- 10.4 The Parties undertake to maintain strict confidentiality with regard to all confidential information, in particular business or trade secrets of the other Party, which they become aware of in connection with the contract, and neither to pass it on to third parties nor to exploit it in any other way. Third parties within the meaning of this provision are not consultants, lawyers and similar persons who are entrusted with the exercise of the interests of the respective Party. Likewise, companies affiliated with Bilfinger within the meaning of Sect. 15 AktG are not regarded as third parties within the meaning of this provision.

11. **Further provisions**

- 11.1 If statements are made to the other Party, these must be sent to the member of the Steering Committee dispatched by the other Party.
- 11.2 Bilfinger will notify the Industrial Tube Partner in writing regarding any amendments to these Industrial Tube GTCs and Industrial Tube service description no later than four weeks before the proposed date of implementation. The consent of the Industrial Tube Partner shall be deemed granted if it has not notified its refusal in writing prior to the proposed date of implementation of the amendments.
- 11.3 The place of performance for all services provided by Bilfinger is Heidelberg, provided that no other place of fulfillment is agreed with the Industrial Tube Partner. Place of performance for all payments is Heidelberg.
- 11.4 Should a provision of the contract be or become wholly or partly invalid, this shall not affect the validity of the remaining provisions of the contract. The same applies if the contract should contain a gap. In place of the invalid provision or to fill the gap, a provision shall be deemed to have been agreed which, insofar as legally possible, achieves the purpose which the Parties pursued with the ineffective provision or - in the event of a gap - with the contract as a whole.

- 11.5 The contract is governed by German substantive contract law and is interpreted accordingly. German private international law and the UN Convention on Contracts for the International Sale of Goods are hereby excluded.

- 11.6 Competent courts for Heidelberg have exclusive jurisdiction for all disputes in connection with the contract or regarding its validity.

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