



DELTA LOGIC



# DELTA LOGIC Connectivity Service

## Terms of use

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*Disclaimer: This is only a translation of the German terms of use. In case of doubt or disputes, the German original text shall be decisive.*

### §1 Subject of the contract and contracting parties

1. DELTA LOGIC Automatisierungstechnik GmbH (referred to as "DELTA LOGIC" in the following) provides a portal to registered customers under "connectivity.deltalogic.de", which provides a central remote maintenance point for machines and users as an intelligent exchange.
2. DELTA LOGIC provides the DELTA LOGIC Connectivity Service only to customers that have properly registered in the sense of § 2 and are contractors in the sense of § 14 BGB (German Civil Code).
3. The conditions for the contractual relationship between DELTA LOGIC and the respective customer are set forth in the following. They are applicable exclusively so that any contradictory conditions or conditions that differ from these terms of use are not accepted. DELTALOGIC reserves the right to accept deviations in particular cases. This acceptance must be made in writing.

### § 2 Application, registration and use

1. The customer signs up using the portal specifying company name, company address, representative, e-mail address and phone number of a contact person of the customer with DELTA LOGIC (application).
2. The complete and true application with DELTA LOGIC, the use of suitable hardware and Internet access are prerequisite for using the services of DELTA LOGIC in the sense of § 1 clause 1.
3. With the application for the Internet platform, the customer declares to be a contractor in the sense of § 14 BGB or signs up as a representative of a company. DELTA LOGIC is entitled to request a suitable proof for being a contractor from the customer at any time.
4. If the contractor is an individual person, he must be of full age and have unlimited legal capacity. Individual persons must not register with DELTA LOGIC more than once.
5. After signing up to the platform connectivity.deltalogic.de, the customer will receive an e-mail from DELTA LOGIC with the request to confirm the application by clicking the link in the mail. Subsequently, the customer will receive a notification e-mail about the successful activation of the test account. A licence agreement between DELTA LOGIC and the customer will be made with sending the confirmation of the successful activation (registration). This licence agreement can be cancelled within the first 30 days after conclusion of the agreement for any reason by any contracting party via e-mail.
6. There is no claim on the conclusion of a licence agreement. DELTA LOGIC reserves the right to refuse a licence agreement for any reasons, in particular due to violations of the terms of use, false information when signing up and/or doubts on the legal existence of the user. The user will notify DELTA LOGIC about any later changes of the registered data immediately.

### § 3 Scope of services

1. DELTA LOGIC provides the DELTA LOGIC Connectivity Service for connecting data streams and managing user and device data.
2. The IP data streams of the customer are routed through transparently by DELTA LOGIC.
3. DELTA LOGIC operates the DELTA LOGIC Connectivity Service at a hosting service, which offers a network availability of at least 99 % annual average.
4. DELTA LOGIC offers only full licences for use on an unlimited number of days per year.

## **§ 4 Duties of the customer**

1. The customer is obligated to use the services of DELTA LOGIC only for the contractual purpose defined in § 1 clause 1 of remote maintenance.
2. In order to ensure a proper maintenance of the DELTA LOGIC Connectivity Service on a continuing basis, the customer is obligated to assist, if updates exist. In particular, the customer shall upload the firmware updates recommended by DELTA LOGIC to the devices that are connected to the DELTA LOGIC Connectivity Service promptly.
3. The customer commits to keep access data and passwords in particular properly. They must be kept secret and must not be disclosed to unauthorised third parties.
4. The customer is obligated to comply with appropriate legal standards and directives that are binding. These include for example the machinery directive which provides that remote maintenance of machines and plants via telecommunication line, modems or routers may only be performed, if a trained person is at the site, who can safely stop the process of the machine or plant at any time. According to the machinery directive, it would also not be permitted to intervene in running programs without visual communication (control).
5. The relevant operating manual(s) of VPN router and DELTA LOGIC Connectivity Service must be read thoroughly before commissioning.

## **§ 5 Data security**

1. Payload (IP data stream content of the customer) will neither be viewed nor stored by DELTA LOGIC. Support cases with approval by the customer are excluded from this.
2. Personal data of the customer are only collected, processed and used, as they are necessary for the purpose of operating the DELTA LOGIC Connectivity Service (e.g. maintenance period information) and clearing.
3. Stored data will be deleted, if storage is not necessary any more.

## **§ 6 Fees**

1. Annual license fees for each registered device as per the latest price list of DELTA LOGIC incur. The price list is available from the DELTA LOGIC sales department. A 30 day trial period is granted to each customer once for free.
2. The license fees must be paid once a year in advance.
3. In case of a delayed payment, DELTA LOGIC is entitled to suspend the account until all fees are paid in full.
4. In case of an increase of the license fees, the customer will be notified in time, at least one month prior to the increase. In this case, the customer is entitled to extraordinary cancellation for the devices concerned by the increase.

## § 7 Contract period

1. The contract for the 30 day trial period becomes effective with the consignment of the confirmation for the successful activation. It terminates automatically after 30 days. The customers' settings in the web portal can be taken over to the chargeable regular contract.
2. The regular contract becomes effective with the activation by DELTA LOGIC. The initial contract period is 12 months. It can be cancelled for the first time within a period of 6 weeks to the end of the contract year.
3. After the first contract year has expired, the contract can be cancelled once a year within a period of 6 weeks to the end of the contract year. Otherwise, it will be renewed for another year.
4. The option of an extraordinary cancellation remains unaffected from this.
5. Cancellations must be made in writing.

## § 8 Liability

1. On principle, DELTA LOGIC is liable under the terms of the legal requirements. As long as these do not provide less liability, the following is effective for the legal liability.

On principle, DELTA LOGIC is only liable for deliberate intention and gross negligence. Excluded from this is the liability due to expressly issued guarantees and warranties as well as the liability for violating fundamental contractual obligations. Fundamental contractual obligations are the basic, elementary obligations from the contractual relationship whose fulfilment are essential for a proper execution of the contract in the first place, whose violation jeopardises the achievement of the purpose of the contract, and on whose compliance the user regularly relies or can rely.

As far as DELTA LOGIC violates fundamental contractual obligations only negligent, the extent of liability is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.

2. Aforementioned liability limitations are also effective for the benefit of the institutions and delegated agents of DELTA LOGIC.
3. Furthermore, DELTA LOGIC is not liable for the correct operation of the telecommunication lines to its servers or in case of power or server outages that are not within the control of DELTA LOGIC. Data communication via Internet cannot be guaranteed error-free and/or permanently available as per the state of the art. Therefore, DELTA LOGIC does not guarantee the permanent and uninterrupted availability of the portal.

## § 9 Force majeure

1. DELTA LOGIC is exempt from compulsory indemnity in case of force majeure. Force majeure are all unforeseen events as well as such events whose effects on the fulfilment of the contract are beyond the control of any party. Part of these events are in particular legitimate labour dispute practices, also in third-party companies, as well as governmental actions.

## § 10 Final clauses

1. If one or more clauses of these terms of use are ineffective in full or in part, the validity of the other provisions will remain unaffected.
2. The present terms of use are only subject to German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
3. Court of jurisdiction for all disputes resulting from the present contract is Ulm.
4. The customer is only entitled to a right of set-off, if its counterclaims have been established as final and absolute, are undisputed or accepted by DELTA LOGIC.