

Conditions of use

These conditions of use regulate the use of the Schüco Operation Dashboard and apply to all legal relationships arising between Schüco and the user as part of the use of the Schüco Operation Dashboard.

The user is aware that the user relationship for the Schüco Operation Dashboard begins when they first use the program. The user therefore expressly agrees to the immediate implementation of the Schüco Operation Dashboard before (any) revocation period has expired, in full awareness of the associated loss of right of revocation. More information on the right of revocation can be found under Point 14.

To this end, the parties agree the following:

1. Subject of the contract

- 1.1. Schüco International KG, Karolinenstr. 1-15, 33609 Bielefeld, Germany – in these conditions of use referred to as "Schüco" – operates an electronic program under the current name of "Schüco Operation Dashboard. The program is a control and service solution for (currently exclusively) Schüco products. It maps typical building automation processes integrated in a cloud solution and makes them available to various parties involved. The Schüco Operation Dashboard uses interactive software to enable both the user and third parties they have specified (e.g. building owners, building managers, metal fabricators, service providers), by means of different authorisation levels and role profiles, to manage and carry out individual processes in conjunction with building management and automation.
- 1.2. The Schüco Operation Dashboard currently has the following functions:
 - 1.2.1. Management of different buildings/projects with the relevant building structure and locations as well as integration of Schüco products
 - 1.2.2. Control, configuration, programming, use, querying and monitoring of networked automation systems/components
 - 1.2.3. Assignment of different access and administration rights for the benefit of other users
 - 1.2.4. Creation of a building structure for the project, including location of Schüco products
- 1.3. During the contract period, the user receives the technical possibility and authorisation to access the Schüco Operation Dashboard via the internet in order to use the platform's functions within the context of the agreements made and functions provided there. Schüco enables access by means of a browser and/or, if applicable, software that has been approved or made available by Schüco (e.g. app) – hereinafter referred to as "Schüco BSC".

- 1.4. The Schüco Operation Dashboard is hosted on one or more servers. The service transfer point is the connection of the computer centre used to the internet. The user is responsible for ensuring the connection to the internet, the provision or maintenance of the network connection to the respective computer centre as well as the procurement and provision of network access components for the user's internet. The Schüco Operation Dashboard is accessed by means of a browser, and if necessary using encryption technology, e.g. SSL. Further requirements to be met by the customer in order to use the Schüco Operation Dashboard (e.g. browser type/version, add-ons/plug-ins, software, hardware, screen resolution, internet bandwidth) remain subject to change. Schüco advises the user of the current technical requirements on its website www.schueco.com.

2. Schüco services

- 2.1. Schüco provides the Schüco Operation Dashboard exclusively on data processing systems within the legal field of the Federal Republic of Germany, in another member state of the European Union or in another state that is signatory to the Agreement on the European Economic Area and processes user data without exception in the Federal Republic of Germany, in another member state of the European Union or in another state that is signatory to the Agreement on the European Economic Area. Schüco is authorised to change the service locations at any time within the above countries at its discretion.
- 2.2. Schüco ensures that the data of individual customers is fundamentally managed separately in order to prevent third parties from accessing the data. However, within the context of the functions provided by the Schüco Operation Dashboard, (tiered) access to user data by other users of the Schüco Operation Dashboard is possible under certain circumstances in accordance with the designated authorisation concept.
- 2.3. Schüco regularly backs up the data recorded via the Schüco Operation Dashboard in accordance with the risk involved in order to ensure that the system can be recovered as part of a daily system restore in the event of loss of data and information. Changes to data, whether intentional (e.g. data recording) or unintentional (e.g. deletion of data) are not backed up between the individual back-ups. The user is exclusively responsible for adhering to the trade, professional and tax-related retention periods. Long-term data back-ups for archiving purposes are not included in the scope of service.
- 2.4. Schüco strives to continuously develop the Schüco Operation Dashboard. Schüco is therefore authorised at any time to change and make newly available user interfaces, functions, services and applications provided on the Schüco Operation Dashboard – in particular with regard to layout and design. These kinds of further development may mean that there are restrictions or even the elimination of some functions in parts of the Schüco Operation Dashboard. If a service change, which has an impact on the agreed specifications of the Schüco Operation Dashboard, has a

significant detrimental effect on the legitimate interests of the user, Schüco shall inform the user of the change at least one month before it comes into effect, for example via e-mail or via the messaging functions on the Schüco Operation Dashboard. In this case, the user can object to the service change within one month of being notified. The objection must be raised at least in written form. If Schüco does not allow the user use of the Schüco Operation Dashboard in its unmodified form straightaway following the objection, the user can terminate the contract extraordinarily within a period of three working days after the service change comes into effect.

3. Registration and log-in authorisation

- 3.1. Registration for the Schüco Operation Dashboard and the use of services on the Schüco Operation Dashboard are free of charge to the user.
- 3.2. Use of the Schüco Operation Dashboard and participation in the Schüco Operation Dashboard requires registration as a user. There is no entitlement to use. Schüco is entitled to reject usage requests without giving any reason.
- 3.3. Registration and use of the Schüco Operation Dashboard is only permitted to unrestricted legally competent users. Minors are not permitted to register with and use the Schüco Operation Dashboard. If the person registering is not acting under their own name but participating in the Schüco Operation Dashboard using a different name, e.g. on behalf of a company, this is permitted. However, the person registering provides assurance and guarantees in this case that they are authorised to represent the registering user and that they are personally fully responsible for failings in their power of representation.
- 3.4. The contact details requested by Schüco during the registration process and all other user information must be given correctly and in full. This applies in particular to the e-mail address given. The user confirms and hereby agrees that this e-mail address can be used by Schüco during the entire Schüco Operation Dashboard contract period for the use of the Schüco Operation Dashboard and to send notifications. The user is obligated to check their inbox regularly for e-mails to ensure that they immediately become aware of any notifications sent in this way.
- 3.5. Schüco reserves the right to check that the requested data provided by the user is complete and correct. If Schüco believes that the information is correct and has no other reservations against participation in the Schüco Operation Dashboard, the user is granted the requested access and receives this in the form of a notification e-mail. Subject to confirmation of the e-mail address by following an activation link, the e-mail is deemed an acceptance of the participation application. After receiving the e-mail, the user is authorised to use the Schüco Operation Dashboard within the context of these conditions of use, whereby the activation may need to be confirmed first by clicking on the link in the e-mail.

4. Responsibility for the access data

- 4.1. During the registration process, the user is asked to provide their name, a valid, permanent e-mail address and a password. Other information (e.g. telephone number and address) is optional, but if it is provided then it will be visible to other users as required. After activating their access and receiving confirmation as per Point 3.5, the user can use this data to log into the Schüco Operation Dashboard and use its services.
- 4.2. The user must keep their access data including password confidential and not make it accessible to unauthorised third parties. If the login data is entered incorrectly several times, Schüco is entitled to temporarily block this access.
- 4.3. It is fundamentally the sole responsibility of the user to ensure that only the user and third parties they have authorised access the Schüco Operation Dashboard and use the services available on the Schüco Operation Dashboard. If the user fears that unauthorised third parties have gained or will gain knowledge of their access data, Schüco must be informed straightaway. The user is fundamentally entitled to transfer the use of their access data to third parties, and in particular their employees. However, any use of their Schüco Operation Dashboard access data by third parties will be considered to be the user's own actions. In particular, it is possible and permitted for a user to connect their user account to another or several other user accounts. Any use of user accounts connected in this way will be considered as the actions of the respective user.
- 4.4. The user is fully liable for any use and/or other activity which is performed using their access data on the Schüco Operation Dashboard and in conjunction therewith in accordance with the legal provisions. To this end, the customer undertakes to indemnify Schüco for any kind of lawsuit, damages, loss or claims which may result from their application and/or participation in the Schüco Operation Dashboard, if these damages do not relate to willful intent or negligence by Schüco or vicarious agents of Schüco.
- 4.5. To this end, the user undertakes to keep their details (including contact details) stored on the Schüco Operation Dashboard up to date. If the data they have given changes throughout the duration of their participation, they must correct it straightaway on the Schüco Operation Dashboard; this applies in particular to changes to their e-mail address. If they are unable to store the updated details on the platform, they must inform Schüco about the amended details straightaway in writing, for example by e-mail.

5. Schüco Operation Dashboard components

- 5.1. Insofar as is generally made available on the platform, the Schüco Operation Dashboard enables access (control, configuration, programming, use, queries, monitoring) to products (systems and

their components) from Schüco or other manufacturers which are selected partners of Schüco. The requirement for this is that the products are compatible with the Schüco IP gateway and connected to one of these. The necessary connection of the products to the IP gateway depends on its technical specifications.

5.2. Access to the products within the meaning of Point 5.1 requires that

5.2.1. The IP gateway is connected to the internet and has uninterrupted access to the internet at all times

5.2.2. The IP gateway has been connected exclusively to a particular owner user profile within the meaning of Point 6.1.1 using the authentication process provided for this, and is connected unchanged (pairing) – products connected to an IP gateway of this kind within the meaning of Point 5.1 are hereinafter referred to as "BSC Components".

5.3. Schüco bears no responsibility or costs for the fulfillment of the above technical provisions, and in particular the required internet connection for the IP gateway.

5.4. The relevant owner of the BSC Components

5.4.1. Bears sole responsibility for correct installation thereof and for use thereof by means of the Schüco Operation Dashboard in accordance with these conditions of use.

5.4.2. Must ensure and affirms that they are authorised without restriction to both access the BSC Components and their controls/access systems via the Schüco Operation Dashboard and to grant access to third parties as per the functions generally made available on the Schüco Operation Dashboard (see also Point 6).

5.4.3. Must take precautions to ensure that no rights of third parties are infringed through the access to BSC Components by them and by third parties in accordance with Point 6.

5.4.4. Releases Schüco from any claims which third parties assert due to the infringements of their rights owing to use of the Schüco Operation Dashboard, if and insofar as the owner has culpably breached existing obligations.

6. User roles/user profiles

6.1. Various user profiles with different functions and graduated access rights are available for the use of the Schüco Operation Dashboard. The following user profiles are currently offered on the Schüco Operation Dashboard:

6.1.1. Owner

On the Schüco Operation Dashboard, the owner has the role of an administrator for their BSC Components. Within the Schüco Operation Dashboard, all products/system components, which are in turn physically connected to an IP connector, are exclusively assigned to their individual user profile once they have incorporated the IP gateway into their existing system using their access data (claiming) – see also Point 5.2. The owner can grant and revoke various access rights to their BSC Components to other users of the Schüco Operation Dashboard – and if necessary even groups of multiple users – by means of one-sided assignment of user profiles.

6.1.2. User

Within the context of the generally intended scope provided on the Schüco Operation Dashboard for this user profile, the user has access to the BSC Components for which rights with this user profile have been assigned to them by the respective owner. These access rights generally enable the user to read out information and/or take over active control of the BSC Components as part of their assigned role profile/authorisation level. The access rights of the user end as soon as the owner revokes them unilaterally by means of the functions provided for this purpose on the Schüco Operation Dashboard.

6.1.3. Metal fabricator

Within the context of the generally intended scope provided on the Schüco Operation Dashboard for this user profile, the metal fabricator has access to the BSC Components for which rights with this user profile have been assigned to them by the respective owner. These access rights enable the metal fabricator to passively read out information in the first instance. The metal fabricator is not able to actively control the assigned BSC Components by means of the Schüco Operation Dashboard. The access rights of the metal fabricator end as soon as the owner revokes them unilaterally by means of the functions provided for this purpose on the Schüco Operation Dashboard.

6.1.4. Facilities manager

Within the context of the generally intended scope provided on the Schüco Operation Dashboard for this user profile, the facilities manager has access to the BSC Components for which rights with this user profile have been assigned to them by the respective owner. These access rights enable the facilities manager to read out information and simultaneously – at least in parts – take over active control of the assigned BSC Components. The access rights of the metal fabricator end as soon as the owner revokes them unilaterally by means of the functions provided for this purpose on the Schüco Operation Dashboard.

- 6.2. The extent of the functions offered by the Schüco Operation Dashboard depends on the user profile, which the user uses and which has been assigned to them by other users. The user is aware that the user profiles assigned to them by other users can be revoked at any time.

7. Availability

- 7.1. Schüco seeks to make the Schüco Operation Dashboard platform available for 98% of the year, without taking on a legal obligation for this. The services of the Schüco Operation Dashboard are generally available Monday-Sunday between 0:00 and 24:00 (24 hours a day, 7 days a week). For calculating the agreed availability, an annual availability of max. 5840 hours (= 365 days x 16 hours) is assumed, however. The regular maintenance windows, which take place at weekends and on public holidays between 6 am and 9 am as well as between 10 pm and 6 am the following day.
- 7.2. Moreover, Schüco can only provide the user with use of the services available on the Schüco Operation Dashboard within the technical and operational possibilities at Schüco. Schüco makes every effort to ensure uninterrupted use of the Schüco Operation Dashboard as far as possible. Technical disruptions (e.g. interruptions to the power supply, hardware and software errors, technical problems in the data cables), however, may result in temporary restrictions or interruptions.

8. Suspension

- 8.1. Schüco can temporarily or permanently suspend access to the Schüco Operation Dashboard by the user either fully or in part, if there are specific grounds to believe that the user is contravening or has contravened this contract or the general conditions of use of the Schüco Operation Dashboard and/or the applicable law, or if Schüco has another legitimate interest in the suspension. When making a decision about the suspension, Schüco will give adequate consideration to the legitimate interests of the user.
- 8.2. In the event of temporary or permanent suspension, Schüco suspends the respective access rights of the user and instructs the user of this by means of e-mail.

9. User obligations

To enable the Schüco Operation Dashboard to function with its large number of users, all users must comply with certain rules.

- 9.1. General

- 9.1.1. The user has informed themselves of the essential functional features of the Schüco Operation Dashboard and bears the risk that the platform meets their needs and wishes; in cases of doubt, they have consulted with Schüco or an expert third party before employees conclude a contract. The user is aware in particular that BSC Components, which they as the owner have connected to the Schüco Operation Dashboard, regularly transfer data to the Schüco Operation Dashboard by means of system statuses and can be controlled via the Schüco Operation Dashboard according to their technical configuration.
- 9.1.2. The user observes the instructions issued by Schüco on the use of the Schüco Operation Dashboard; they will inform themselves regularly of the latest notes using the sources of information provided on the Schüco Operation Dashboard as well as the webpages that can be accessed via the internet at www.schueco.com, and take account of these notes when using the Schüco Operation Dashboard.
- 9.1.3. The user undertakes to continuously use the latest antivirus programs on their local systems they use to access the Schüco Operation Dashboard, and to take appropriate precautions during the entire contractual period against hacker attacks, virus attacks and comparable disruptions, which includes in particular immediately importing the security patches available for the operating system used.
- 9.1.4. The user grants Schüco access to their anonymous data, and in particular data which evaluates the system statuses reported by the BSC Components, for analysis/rectification of faults on the Schüco Operation Dashboard and for the purpose of improving both the Schüco Operation Dashboard and all other Schüco products.
- 9.2. The user takes full responsibility for the content they create on the Schüco Operation Dashboard. Schüco does not provide any verification that the content is complete, correct, lawful, up to date, of high quality, or suitable for a particular purpose.
- 9.3. The user declares and guarantees to Schüco that they are the sole holder of all rights to the content they have transferred or are otherwise entitled (e.g. through effective permission from the rights holder) to transfer the content to Schüco, provide it for use on the Schüco Operation Dashboard and make it available to other users via the Schüco Operation Dashboard. The user must ensure in particular that all users have consented to and agree to receive the e-mails that are generated through Schüco – in particular as part of the initial registration and invitation process.
- 9.4. Schüco stores and processes as a technical service provider content and data for the user, which is made available by the user, by the other users to which they have granted particular rights (user profiles) and by the BSC components during use of the Schüco Operation Dashboard and which results through use of the Schüco Operation Dashboard. The user undertakes not to set/use any criminal content/data or content/data that is otherwise absolutely unlawful or unlawful in relation to individual third parties and to refrain from committing any unlawful/criminal actions.

They ensure and guarantee that any access by them to BSC Components is supported by corresponding statutory permissions of the relevant authorised person.

9.5. Disruptions to the Schüco Operation Dashboard

9.5.1. Disruptions to the Schüco Operation Dashboard are forbidden. In particular, taking measures which could lead to an undue burden being placed on the Schüco Operation Dashboard (e.g. by robots) or to unacceptable harassment of other users is not permitted.

9.5.2. Electronic attacks on the Schüco Operation Dashboard of any form whatsoever (including all of the hardware and software used in the running of the Schüco Operation Dashboard) or on individual users are prohibited. The measures listed below, among others, are considered to be electronic attacks:

- Hacking attempts, i.e. attempts to overcome, circumvent or otherwise override the security mechanisms of the Schüco Operation Dashboard
- The use and/or circulation of viruses, worms, trojans and other harmful files
- Brute force attacks
- Other measures or methods which may disrupt the Schüco Operation Dashboard including all of the hardware and software used in the running of the Schüco Operation Dashboard and/or harm Schüco or users.

10. Fees

The Schüco Operation Dashboard can be used free of charge. Schüco does not charge a fee for it.

11. Duration and termination

11.1. The contract underlying these conditions of use is concluded for an indefinite period of time. It begins with Schüco accepting the user's participation application in accordance with Point 3.5.

11.2. The user can terminate the contract at any time with immediate effect by deregistering from the Schüco Operation Dashboard and using the deregister function provided as required on the portal for this purpose. Alternatively, the user is entitled to ordinarily terminate the contract with Schüco with a notice period of one week by sending a declaration to the address given in these conditions of use.

11.3. Schüco is entitled to terminate this contract at any time subject to a notice period of three weeks, without having to give reasons for the termination.

- 11.4. The right of termination for good cause remains unaffected.
- 11.5. With the exception of termination by the user by means of the deregister function that is provided as required on the portal, any termination must be given at least in written form.
- 11.6. With termination of the contract – in the event of a termination without notice after a further two weeks have passed – Schüco is obligated, but also entitled, to delete the user's existing data straightaway and destroy any copies thereof.

12. Liability

- 12.1. The liability of Schüco for damages, on whatever legal grounds, in particular due to impossibility, delay, missing or incorrect performance, infringement of contract, infringement of obligations in contracts and tort, is limited to the provisions of this Point 12 if fault is found.
- 12.2. Schüco is liable to the user in all cases of contractual and non-contractual liability in the case of wilful intent or gross negligence in accordance with the legal provisions for damages or compensation for wasted efforts.
- 12.3. In other cases, Schüco is only liable – unless otherwise regulated in 12.4 – for infringement of a contractual obligation which must be fulfilled to enable correct execution of the contract and on the observation of which the user as a contracting party may regularly depend, and then only to indemnify typical and foreseeable losses. In all other cases, liability of Schüco is excluded, subject to the provisions in Point 12.4.
- 12.4. The liability of Schüco for damages in cases of injury to life, limb or health and in accordance with the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by the existing limitations and exclusions of liability.
- 12.5. If the user is not a consumer within the meaning of Section 13 of the German Civil Code (BGB), the following limitations of liability apply in place of Point 12.2 up to and including Point 12.4:
 - 12.5.1. Schüco is not liable in cases of simple negligence of its institutions, legal representatives, executives or other vicarious agents if there is no violation of essential contractual obligations. Essential contractual obligations are those which Schüco must fulfil to enable correct execution of the contract and on the observation of which the customer may regularly depend.

12.5.2. If Schüco is liable for damages for a reason given in Point 12.5.1, this liability is limited to damages which Schüco has anticipated upon concluding the contract as a possible consequence of an infringement of contract or which Schüco should have anticipated when exercising due care and attention. Indirect damages and consequential damages, which are the result of deficient services, can only be compensated if such damages are to be typically expected in the case of correct use of the service.

12.5.3. In the event of liability for simple negligence, the obligation to indemnify of Schüco for damage to property and other financial losses is limited to an amount of 25,000.00 euros for each liability case, even in the event of an infringement of essential contractual obligations.

12.5.4. The restrictions of this Point 12.5 do not apply to the liability of Schüco due to deliberate behaviour, to guaranteed characteristics, due to injury to life, limb or health, or in accordance with the German Product Liability Act (Produkthaftungsgesetz).

12.6. The above liability exclusions and limitations apply to the same extent for the benefit of the institutions, legal representatives, executives and other vicarious agents of Schüco.

12.7. Schüco shall bear the burden of proof for the facts substantiating a limitation of liability or an exclusion of liability in accordance with Point 12.

13. Data protection

13.1. The user and Schüco shall observe the applicable data protection provisions, particularly those which apply in Germany.

13.2. If the user collects, processes or uses personal data via the Schüco Operation Dashboard, they guarantee that they are authorised to do this in accordance with the applicable, and in particular data protection, provisions and they release Schüco from claims of third parties in the event of their infringement.

13.3.

13.4. Details on the data protection obligations and regulations can be found in the **Appendix on data protection information**, which is part of the contractual agreement. The data protection points to be regulated are stipulated there in accordance with the legal provisions.

14. Revocation instructions for consumers

14.1. As a consumer, the user has the following right of revocation – each user will be addressed directly below.

Revocation instructions

Right of revocation

You are entitled to revoke this contract within 14 days without giving any reason.

The revocation period lasts 14 days from the day the contract is concluded.

In order to exercise your right of revocation, you must inform us

**Schüco International KG
Karolinenstr. 1-15
33609 Bielefeld, Germany
Germany
Tel.: +49 (0)521/783-0
Fax: +49 (0)521/783-451
E-mail: info@schueco.com**

of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the sample revocation form for this, however this is not mandatory.

For compliance with the revocation period, it is sufficient to send your notice stating that you are exercising the right of revocation before the revocation period expires.

Consequences of revocation

In the event that you revoke this contract, we will return any payments received from you, including the delivery costs (with the exception of additional costs arising from your preference for a different mode of delivery to the economical standard delivery offered by us), without delay and within 14 days at the latest from the day on which the notice of your revocation of this contract is received by us. For this repayment, we will use the same method of payment that you used in the original transaction, unless otherwise expressly agreed with you; under no circumstances will any charges be levied against you for this repayment.

If you have requested for the services to begin during the revocation period, you must pay us an appropriate amount which corresponds to the proportion of the services that have already been rendered up to the point when you inform us that you are exercising your

right of revocation with regard to this contract, compared to the overall scope of the services provided for in the contract.

Sample revocation form

(If you wish to revoke the contract, please complete this form and return it to us.)

To
Schüco International KG
Karolinenstr. 1-15
33609 Bielefeld, Germany
Germany
Fax: +49 (0)521/783-451
E-mail: info@schueco.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/ the provision of the following service (*)

- Ordered on (*)/ received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if notice given on paper)
- Date

(*) Delete as appropriate

END OF REVOCATION INSTRUCTIONS

14.2. If the user is not a consumer, then they have no right of revocation.

15. Other

15.1. The user may only transfer rights and obligations from or in conjunction with this contract to third parties with written permission from Schüco.

15.2. Offsetting is only permitted against uncontested and legally binding receivables of Schüco.

15.3. The general terms and conditions of the user do not apply. Any varying terms of the user are not recognised unless Schüco expressly consents to their validity in writing.

- 15.4. If the user is a merchant, a legal person under public law or a special fund under public law, the court of jurisdiction is Bielefeld.
- 15.5. This contract is exclusively subject to German law excluding the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 (CISG). The legal provisions on the restriction on choice of law and on applicability of binding provisions, particularly of the state in which the user usually resides as a consumer, remain unaffected.